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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF ORANGE**

15 AMALIA RODRIGUEZ, an individual, on
16 behalf of herself and on behalf of all persons
17 similarly situated,

18 Plaintiffs,

19 vs.

20 COVIDIEN LP, a Limited Partnership;
21 MEDTRONIC, INC., a Corporation;
22 MEDTRONIC USA, INC., a Corporation;
23 and DOES 1 through 50, inclusive,

24 Defendants.

CASE NO.: **30-2024-01394865-CU-OE-CXC**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: June 11, 2026

Hearing Time: 2:00 p.m.

Reservation No. 74810728

Judge: Hon. Melissa R. McCormick

Dept.: CX105

Action Filed: April 18, 2024

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Amalia Rodriguez (“Plaintiff”) in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of Plaintiff’s unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Covidien LP
9 (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class and PAGA action with Defendant; (2) for settlement purposes only,
11 conditionally certifying the Class defined as: “all individuals who are or previously were employed
12 by Defendant who were classified as non-exempt in the State of California at any time during the
13 Class Period”, which is September 16, 2021, through November 11, 2025; (3) provisionally
14 appointing Plaintiff as the representative of the Class; (4) provisionally appointing Blumenthal
15 Nordrehaug Bhowmik De Blouw LLP as Class Counsel; (5) approving the form and method for
16 providing class-wide notice; (6) directing that notice of the proposed settlement be given to the
17 class; (7) appointing ILYM Group, Inc. as Administrator; and (8) scheduling a final approval
18 hearing date for November 5, 2026 to consider Plaintiff’s motion for final approval of the settlement
19 and for approval of attorneys’ fees and expenses. Attached hereto as Exhibit #1 is a copy of the fully
20 executed Class Action and PAGA Settlement Agreement (“Agreement”) along with the exhibits
21 thereto. The form of the Agreement is based upon the Los Angeles County Superior Court model
22 form for a class and PAGA settlement. This Declaration incorporates by reference the definitions in
23 the Agreement, and all terms defined therein shall have the same meaning as set forth in the
24 Agreement.

25
26 Fairness of Settlement

27 3. As consideration for this Settlement, the Gross Settlement Amount is One Million
28

1 Six Hundred Ten Thousand Dollars (\$1,610,000) (the “Gross Settlement Amount”) to be paid by
2 Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues
3 pending in the Action between the Parties and will be made in full and final settlement of the
4 Released Class Claims in exchange for the payments to Participating Class Members from the Net
5 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys’
6 fees and costs, (c) a Class Representative Service Payment, and (d) the PAGA Penalties payment
7 allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.) Decl.
8 Nordrehaug at ¶3. Issues which this Court has previously requested to be addressed in other cases
9 are addressed at the end of this Declaration. The following is a table of the key financial terms of
10 the Settlement and the proposed deductions:

11 **\$1,610,000** (Gross Settlement Amount)

- 12 - \$15,000 (proposed Class Representative Service Payment - not to exceed amount)
- 13 - \$50,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 14 - \$536,666 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 15 - \$100,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- 16 - \$12,950 (Administration Expenses Payment - not to exceed amount)

17 **\$895,384** (Net Settlement Amount)

18 4. The relief provided in the Settlement will benefit all members of the Class. The
19 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
20 Payments to the Class Members are all determined under a neutral methodology. Each Participating
21 Class Member will receive the same opportunity to participate in and receive payment through a
22 neutral formula that is based upon the Workweeks worked by that individual.

23 5. On September 10, 2025, the Parties participated in an all-day mediation session
24 presided over by Brandon McKelvey, esq., a respected and experienced mediator of wage and hour
25 class actions. In preparation for the mediation, Defendant provided Class Counsel with payroll and
26 employment data and other information regarding the Class Members, various internal documents,
27 and other compensation and employment-related materials. Class Counsel analyzed the data with
28 the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to

1 the mediator. The final settlement terms were negotiated and set forth in the Agreement now
2 presented for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this
3 Settlement is fair, reasonable and adequate.

4 6. Based upon 956 Class Members who collectively worked 127,758 workweeks
5 (Declaration of Jody Landry at ¶ 4), the Gross Settlement Amount provides an average value
6 of \$1,684 per Class Member and \$12.60 per workweek and after deductions the Net Settlement
7 Amount provides an average recovery of \$936.59 per Class Member and a recovery of \$7.00 per
8 workweek.¹ The calculations to compensate for the amount due for the Class at the time of the
9 mediation were calculated by Berger Consulting, Plaintiff's damages expert. As to the Class whose
10 claims are at issue, Plaintiff used the expert to analyze the data and determine the potential unpaid
11 wages for the employees. The maximum potential damages as calculated by Plaintiff's expert were
12 calculated to be \$5,289,445 for the alleged unpaid wages due to off-the-clock work based upon 1
13 hour per workweek, \$135,458 for the alleged underpayment of overtime due to the miscalculation of
14 the regular rate, \$63,971 for the alleged underpayment of meal premiums and sick pay due to the
15 miscalculation of the regular rate, \$0 for alleged meal period damages based upon a 1.6% potential
16 violation rate observed in the time records for shifts worked and after deducting meal premiums
17 already paid by Defendant which exceeded the number of violations, \$273,244 for alleged rest
18 period damages based upon the 1.6% violation rate observed for meal periods, and \$148,700 for
19 alleged unreimbursed business expenses for personal cell phone usage at \$5 per month. Decl.
20 Nordrehaug, ¶6. As a result, the total damage valuation was calculated that Defendant was subject
21 to a maximum damage claim in the amount of \$6,010,817. As to potential penalties, Plaintiff
22 calculated that potential waiting time penalties were a maximum of \$2,042,958, and potential wage
23 statement penalties were \$2,317,000. Defendant vigorously disputed Plaintiff's calculations and
24 exposure theories. Consequently, the Gross Settlement Amount of \$1,610,000 represents more than
25 26% of the maximum value of the alleged damages at issue in this case at the time this Settlement
26

27 ¹ The Declaration of Jody Landry verifies these final class figures, and is attached hereto as
28 Exhibit #4.

1 was negotiated.² In addition, the valuation was performed based on workweeks which turned out to
2 be more than the final count of 127,758, which likely means the above valuations were inflated by at
3 least 20%. Importantly, the recent decision that good faith belief of compliance by the employer in
4 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the
5 claims for waiting time and wage statement penalties, even if wages were owed to the Class. The
6 above maximum calculations should then be adjusted in consideration for both the risk of class
7 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
8 settlement as compared to the potential value of claims in this case and the defenses asserted by
9 Defendant, this settlement is fair and reasonable. Specific details as to the calculation and the
10 *Kullar* valuation of the claims for purposes of mediation and the negotiation of the Settlement are as
11 follows:

- 12 **A. Class Size, Payroll and Timekeeping Data.** As to the Class size, Defendant
13 provided the data points for mediation as to the number of employees in the
14 class (912), the number of workweeks (157,379) for mediation. In addition,
15 Defendant provided a sampling of payroll data and time punch data.
16 Plaintiffs received and Plaintiff's expert analyzed this payroll data for the
17 Class and the time punch data sampling which covered 131 employees and
18 65,033 shifts during the period 9/16/2021 - 11/27/2024. As such, for
19 mediation Plaintiff's expert then extrapolated this data for the entire Class out
20 to September 10, 2025. The average hourly rate is \$23.82 and is based on the
21 pay data.
- 22 **B. Alleged Miscalculation of the Regular Rate for Overtime Pay.** Plaintiff
23 alleged that some remunerations were not included in the regular rate when
24 paying overtime. These additional remunerations include: AMT PIB
25 INCENTIVE BONUS (6), AMT ABW ANNIVERSARY BONUS (114),
26

27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

1 AMT NHB NEW HIRE BONUS (2), AMT IPA INVENTOR PATENT
2 AWARD (5), AMT PAT PATENT AWARDS (1), AMT RCAA
3 RECOGNIZE CASH AWARD (6), AMT RPV RECOGNIZE POINTS
4 VALUE (1,784), AMT REL RELOCATION (3), AMT COM
5 COMMISSION (13), and AMT OIP OPERATIONS INCENTIVE
6 PAYMENT (376). 88% of employees and 38% of pay periods have overtime
7 and any additional remunerations earned. The damages are calculated as the
8 differences between the earnings assuming overtime is paid properly at the
9 regular rate incorporating all the remunerations above and the actual payouts.
10 The alleged underpaid wages from the miscalculation of the regular rate
11 applicable to overtime pay was calculated to total \$135,458.

12 **C. Alleged Miscalculation of the Regular Rate for Meal Premiums and Sick**
13 **Pay.** Plaintiffs alleged that some remunerations were not included in the
14 regular rate for paying sick pay and meal premiums. These additional
15 remunerations include: AMT PIB INCENTIVE BONUS (6), AMT ABW
16 ANNIVERSARY BONUS (114), AMT NHB NEW HIRE BONUS (2), AMT
17 IPA INVENTOR PATENT AWARD (5), AMT PAT PATENT AWARDS
18 (1), AMT RCAA RECOGNIZE CASH AWARD (6), AMT RPV
19 RECOGNIZE POINTS VALUE (1,784), AMT REL RELOCATION (3),
20 AMT COM COMMISSION (13), and AMT OIP OPERATIONS
21 INCENTIVE PAYMENT (376). 56% of employees and 2.7% of pay periods
22 have sick pay and any additional remunerations earned. 31% of employees
23 and 1.7% of pay periods have meal premiums and any additional
24 remunerations earned. The damages are calculated as the differences between
25 the earnings assuming meal premiums and sick pay are paid properly at the
26 regular rate incorporating all the remunerations above and the actual payouts.
27 The alleged underpaid wages from the miscalculation of the regular rate
28 applicable to meal premiums and sick pay was calculated to total \$63,971.

1 **C. Alleged Off-The-Clock Work.** The off-the-clock claim is based on
2 allegations that Defendant's practices required pre-shift and post-shift work
3 activities that were not recorded as work time, which is alleged to be
4 uncompensated work time. Off-the-clock damages assume employees were
5 not paid 1 hour per workweek. 91.1% of these OTC hours are assumed
6 overtime. Unpaid OTC wages are calculated as the sum of unpaid regular
7 OTC wages (at the hourly rate) and the unpaid overtime OTC wages (at the
8 overtime rate). As a result, the maximum value of the claim for unpaid
9 wages due to alleged off-the-clock work was \$5,289,445, but as discussed
10 above, this valuation likely overstates the damages by 20% because of the
11 inflated figures used for workweeks.

12 **D. Alleged Meal Period Violations.** The meal period claim is based upon the
13 analysis of time punch records reflect a potential meal break violation rate in
14 1.6% of all shifts, which would be 11,238 potential violations. The pay data
15 reflects meal break premiums paid for 17,982 of these violations, which
16 means that the payments of premiums exceeded the violation rate. As a
17 result, the potential damages for alleged meal period violations using the
18 1.6% potential violation rate, and after deducting premiums paid, resulted in
19 \$0 in damages.

20 **D. Alleged Rest Period Violations.** In this case, the rest periods are difficult to
21 determine because rest periods were not recorded nor is such recording
22 required by law. For this claim, Plaintiff used the maximum assumption of 1
23 missed rest period per pay period based upon the 1.6% violation rate
24 observed for meal periods. The damages for a missed period is one hour of
25 pay under Labor Code §§266.7 and 512. As a result, the maximum potential
26 damages for alleged rest period violations using 1 missed rest break per pay
27 periods were estimated to be \$273,244.

- 1 E. **Alleged Business Expenses Reimbursement.** The expense reimbursement
2 claim was based upon the personal cellphone usage for work purposes. The
3 value of this claim used was \$5 per month over to calculate that the
4 maximum potential damages for the alleged failure to reimburse business
5 expenses were \$148,700.
- 6 F. **Alleged Waiting Time Penalties.** Waiting Time Penalties are calculated
7 assuming 336 terminated employees x 30 days x (8 hours per day x average
8 rate of pay + 0.8 hours per day x 1.5 x average rate of pay). As such, the
9 maximum value of the potential waiting time penalties were calculated to be
10 \$2,042,958.
- 11 G. **Alleged Wage Statement Penalties.** Wage Statement Penalties are
12 calculated at \$50 for the initial violation and \$100 for each subsequent
13 violation with a max of \$4,000 per employee, assuming 100% violation rate.
14 The Wage Statement claim is predicated and is derivative of the above
15 claims, so the maximum valuation assumed there was a violation in every pay
16 period within the applicable one-year statute of limitation. The maximum
17 value of the potential wage statement penalties were therefore calculated to
18 be \$2,317,000.
- 19 H. **Alleged PAGA Claim.** The PAGA claim is not a class claim and the PAGA
20 penalties are paid primarily (75%) to the State of California, and do not
21 compensate for or release the individual claims of the employees. As such,
22 the PAGA claim is not included in this valuation of class claims, however,
23 the PAGA claim is addressed separately below at paragraph 33.
- 24

25 Procedural History of the Litigation

26 7. On March 27, 2024, Plaintiff filed with the LWDA and served on Defendant a
27 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
28 civil penalties on behalf of Aggrieved Employees for various Labor Code violations, including

1 Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512,
2 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
3 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to
4 Provide Seating), and Violation of the applicable Industrial Welfare Commission Wage Order(s).
5 The PAGA Notice by Plaintiff is attached hereto as Exhibit #3 for the Court's reference, and this
6 PAGA Notice included a copy of the draft complaint which was incorporated therein.

7 8. On September 10, 2024, Plaintiff filed a Class Action Complaint against Defendant
8 in the Superior Court of the State of California, County of Orange. Plaintiff's complaint asserted
9 class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§
10 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194,
11 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510,
12 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7
13 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and
14 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code
15 § 226; (7) failure to reimburse employees for required expenses in violation of California Labor
16 Code § 2802; (8) failure to provide wages when due in violation of California Labor Code §§ 201,
17 202; and, (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233,
18 246.³

19 9. On October 24, 2024, Plaintiff filed a First Amended Complaint ("FAC") in the
20 Action, adding a claim for civil penalties for violation of Private Attorney General Act, Cal. Labor
21 Code §§ 2698, et seq. ("PAGA") for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for
22 violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246,
23

24 ³ The complaint also alleged individual claims on behalf of Plaintiff for discrimination,
25 retaliation and wrongful termination, which are unrelated to the class claims. These individual
26 claims are being separately resolved as set forth in a separate confidential individual settlement
27 agreement. This individual settlement to be paid to Plaintiff is in addition to and separate from tothe
28 Gross Settlement Amount. If the Court requires the Parties to submit the terms of the individual
settlement agreement to obtain approval of this Settlement, the Parties agree that the individual
settlement agreement will be submitted in camera under seal to the Court. (Agreement at ¶ 6.1(b).)

1 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
2 Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14)
3 (Failure to Provide Seating), and the applicable Wage Order(s). The First Amended Complaint is the
4 operative complaint in the Action (the the “Operative Complaint”).

5 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
6 including both formal informal discovery, depositions, and the production of documents, class data,
7 and other information, allowing for the full and complete analysis of liabilities and defenses to the
8 claims in the Action. Plaintiff’s investigation included the production and analysis of thousands of
9 pages of documents. The information for mediation obtained by Plaintiffs included: (1) data
10 concerning the class; (2) payroll data and time punch data for the Class coving 131 employees,
11 65,033 shifts and 13,997 workweeks covering the time period of 9/16/2021 - 11/27/2024, which was
12 then extrapolated to the entire Class; (3) Defendant’s wage and hour policies; (4) the employment
13 files for the Plaintiff; and, (5) samples of wage statements provided by Defendant. As such, Class
14 Counsel received the data and information for the Class, which was sufficient for Plaintiff’s expert
15 to prepare the valuations of the claims for the Class.

16 11. Class Counsel has extensive experience in litigating wage and hour class actions in
17 California. The Parties have vigorously litigated the Action since inception. During the course of
18 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
19 Defendant have engaged in research and investigation in connection with the Action. Class Counsel
20 has thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an
21 expert to perform an analysis of the data and valuation of the claims.

22 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a
23 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
24 documents and information in connection with the Action. On September 10, 2025, the Parties
25 participated in an all-day mediation presided over by Brandon McKelvey, a respected and
26 experienced mediator of wage and hour representative and class actions. Following the mediation,
27 the Parties agreed on the basic terms of a settlement pursuant to a mediator's proposal which was
28 memorialized in the form of a Memorandum of Understanding. The Parties then negotiated the

1 final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's
2 length and contentious.

3 13. Although a settlement has been reached, Defendant denies any liability or
4 wrongdoing of any kind associated with the claims alleged in the Actions and further deny that, for
5 any purpose other than settlement, the Actions are appropriate for class and/or representative
6 treatment. Defendant contends, among other things, that it has complied at all times with the
7 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
8 Defendant contends that class certification is inappropriate for any reason other than for settlement.
9 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend
10 that the Action is appropriate for class certification on the basis that the claims meet the requisites
11 for class certification. Without admitting that class certification is proper, Defendant has stipulated
12 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.5.) The
13 Parties agree that certification for settlement purposes is not an admission that class certification is
14 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
15 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
16 stipulate and agree that the requisites for establishing class certification with respect to the Class are
17 satisfied.

18 14. Class Counsel has conducted an investigation into the facts of the class and PAGA
19 action. Both formal and informal discovery was performed along with the production of thousands
20 of pages of relevant documents. Class Counsel engaged in a thorough review and analysis of the
21 relevant documents and data with the assistance of an expert. Accordingly, the agreement to settle
22 did not occur until Class Counsel possessed sufficient information to make an informed judgment
23 regarding the likelihood of success on the merits and the results that could be obtained through
24 further litigation. In addition, Class Counsel previously negotiated settlements with other employers
25 in actions involving nearly identical issues and analogous defenses. Based on the foregoing data
26 and their own independent investigation, evaluation and experience, Class Counsel believes that the
27 settlement with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate
28

1 and is in the best interest of the Class in light of all known facts and circumstances, including the
2 risk of significant delay, defenses asserted by Defendant, and potential appellate issues.

3
4 Settlement Terms and Plan of Allocation

5 15. The Gross Settlement Amount is One Million Six Hundred Ten Thousand Dollars
6 (\$1,610,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists
7 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
8 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
9 Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff;
10 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does
11 not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
12 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

13 16. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
14 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
15 Administrator no later than fifteen (15) days business after the Effective Date. (Agreement at ¶ 4.3.)
16 The distribution of Individual Class Payments to Participating Class Members along with the other
17 Court-approved distributions shall be made by the Administrator fourteen (14) days after Defendant
18 funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

19 17. The amount remaining in the Gross Settlement Amount after the deduction of
20 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
21 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
22 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
23 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
24 ¶¶ 1.28 and 3.2.) The amount that each Participating Class Member will be eligible to receive under
25 the Settlement will be determined by converting the Net Settlement Amount into a Workweek
26 value. The Workweek value will be established by dividing the Net Settlement Amount by all
27 workweeks actually worked by the Participating Class Members during the Class Period. The
28 Individual Class Payment for each Participating Class Member will be determined by multiplying

1 the Workweek value by the number of Workweeks they individually worked during the Class
2 Period. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's records,
3 however, Class Members can challenge their number of Workweeks allocated to them.

4 18. Class Members may choose to opt-out of the Settlement by following the directions
5 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not submit a valid
6 and timely Request for Exclusion will be deemed Participating Class Members who will be bound
7 by the Settlement and will be entitled to receive an Individual Class Payment. (Agreement at ¶
8 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request, will be paid their
9 allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA
10 Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the
11 Class Notice will advise the Class Members of their right to object to the Settlement and/or dispute
12 their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

13 19. A Participating Class Member must cash his or her Individual Class Payment check
14 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
15 180 days will be voided and any funds represented by such checks will be sent to a Court-approved
16 Cy Pres Recipient under C.C.P. § 384(b). The Parties propose Legal Aid at Work to be the Cy Pres
17 Recipient, and representa they have no interest in this Cy Pres Recipient. (Agreement at ¶ 5.4.)

18 20. Subject to Court approval, the Parties have agreed on ILYM Group, Inc. to
19 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator
20 will be paid for settlement administration in an amount not to exceed \$12,950. (Agreement at ¶
21 3.2(c).) Decl. Nordrehaug at ¶20. A declaration from ILYM Group, Inc. as to their qualifications
22 and their estimate for this settlement is submitted herewith.

23 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
24 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
25 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
26 Class Counsel Litigation Expenses Payment in an amount not to exceed \$50,000. (Agreement at ¶
27 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$15,000
28 to the Plaintiff as her Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

22. Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$100,000. (Agreement at ¶ 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompany proof of service, the LWDA has been served with this entire motion and the Agreement.

Risks of Continued Litigation and Standards for Approval

23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate and trying class claims against Defendant through possible appeals which could take several years. Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in complex class actions such as this action. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the alleged claims. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class Members.

24. A number of defenses asserted by Defendant present serious threats to the claims of the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all work time was properly recorded. Defendant moved time clocks to the outside to ensure they captured all work time. Defendant argued that there was no miscalculation of the regular rate. Defendant contended that its meal and rest period policies fully complied with California law and Defendant did not fail to provide the opportunity for legally required meal and rest breaks. In 2024, Defendant began attestation practices where employees affirmatively verified they received their breaks, which could end liability from that time altogether. Defendant's payment of meal premiums could be used as evidence of their lawful practices. Defendant contended that there was no failure

1 to pay for business expenses, and that any cell phone usage was merely convenient and voluntary
2 such that reimbursement was not legally required. Finally, Defendant could argue that the Supreme
3 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims,
4 on liability, value, and class certifiability as to the meal and rest period claims. Defendant also
5 argued that based on its facially lawful practices, Defendant acted in good faith and without
6 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate
7 wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if
8 an employer reasonably and in good faith believed it was providing a complete and accurate wage
9 statement in compliance with the requirements of section 226, then it has not knowingly and
10 intentionally failed to comply with the wage statement law.") If successful, Defendant's defenses
11 could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these
12 defenses could be overcome, Defendant maintains these defenses have merit and therefore present a
13 serious risk to recovery by the Class.

14 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be
15 unable to obtain a certified class and maintain the certified class through trial, and thereby not
16 recover on behalf of any other employees. At the time of the mediation, Defendant forcefully
17 opposed the propriety of class certification, arguing that individual issues precluded class
18 certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S.*
19 *Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide
20 recovery even where the class has been certified. While other cases have approved class
21 certification in wage and hour claims, class certification in this action was hotly disputed and the
22 maintenance of a certified class through trial was by no means a foregone conclusion.

23 26. This settlement is therefore certainly entitled to preliminary approval. Were this
24 case to go to trial, the Plaintiff and the other class members would need to prove, among other
25 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

26 27. At final approval, Plaintiff will apply to the Court for a Class Representative Service
27 Payment in consideration for her service and for the risks undertaken on behalf of the Class.
28 (Agreement at ¶ 3.2(a).) Plaintiff performed her duties admirably by working with Class Counsel

1 for over two years. The Declaration of the Plaintiff is submitted herewith in support. At this stage,
2 the requested service award amount not to exceed amount is within the accepted range of awards for
3 purposes of preliminary approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S.
4 Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (the requested service awards of \$15,000 each are
5 appropriate); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. 2008)
6 (awarding \$25,000 service award to each of six plaintiffs); *Glass v. UBS Fin. Servs.*, 2007 WL
7 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action);
8 *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019)
9 (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist.
10 LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500). As explained in *Glass*, service awards are
11 routinely awarded to class representatives to compensate the employees for the time and effort
12 expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation there
13 from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL
14 221862 at *16-17. Below, I provided a long list of similar Court-approved service awards, which
15 establishes this not-to-exceed amount is within the range of reasonableness for purposes of
16 preliminary approval.

17 28. The stage of the proceedings at which this Settlement was reached also militates in
18 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
19 conducted a thorough investigation into the facts of the class action. Class Counsel began
20 investigating the Class Members' claims before the Action was filed, and during the course of
21 litigation, Class Counsel performed both formal and informal discovery which included the
22 production of thousands of pages of documents and data. Class Counsel conducted a review and
23 analysis of the relevant documents and data. Class Counsel was also experienced with the claims at
24 issue here, as Class Counsel previously litigated and settled similar claims in other actions.
25 Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
26 information to make an informed judgment regarding the likelihood of success on the merits and the
27 results that could be obtained through further litigation.

28 29. Based on the foregoing data and their own independent investigation and evaluation,

1 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
2 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
3 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
4 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel
5 for both Parties possessed sufficient information to make an informed judgment regarding the
6 likelihood of success on the merits and the results that could be obtained through further litigation.

7
8 Class Certification Issues

9 30. Plaintiff contends that the proposed settlement meets all of the requirements for class
10 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
11 the Court may appropriately approve the Class as defined in the Agreement. This Court should
12 conditionally certify the Class for settlement purposes only, defined as:

13 All current and former non-exempt employees of Defendant who worked for and
14 were paid by Defendant in the state of California during the Class Period.

15 (Agreement at ¶ 1.5).

16 The Class Period is September 16, 2021 through November 11, 2025. (Agreement at ¶ 1.13).

17 a. **Numerosity** - Plaintiff assert that the 934 current and former employees that
18 comprise the Class can be identified based on Defendant's records and are sufficiently numerous for
19 class certification.

20 b. **Common Issues Predominate** - Plaintiff contends that common questions of
21 law and fact are present, specifically the common questions of whether Defendant's employment
22 practices were lawful, whether Defendant failed to provide meal and rest periods to Class Members,
23 whether Class Members were lawfully compensated for all hours worked, whether Defendant failed
24 to provide required expense reimbursements, and whether Class Members are entitled to damages
25 and penalties as a result of these practices. Plaintiff contends that certification of this Class is
26 appropriate because Defendant allegedly engaged in uniform practices with respect to the Class
27 Members. As a result, these common questions of liability could be answered on a class wide basis.

28 c. **Typicality** - In this case, Plaintiff contends that the typicality requirement is

1 fully satisfied. Plaintiff, like every other member of the Class, was employed by Defendant as a
2 non-exempt employee during the Class Period, and, like every other member of the Class, was
3 subject to the same employment practices. Plaintiff, like every other member of the Class, also
4 claims owed compensation as a result of the Defendant's uniform company policies and practices.
5 Thus, the claims of Plaintiff and the members of the Class arise from the same course of conduct by
6 Defendant, involve the same issues, and are based on the same legal theories.

7 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
8 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
9 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
10 requirement is met here. First, Plaintiff is well aware of her duties as the representative of the Class
11 and has actively participated in the prosecution of this case to date. Plaintiff effectively
12 communicated with Class Counsel, provided documents and information to Class Counsel, and
13 participated in the investigation and resolution of the class claims. The personal involvement of the
14 Plaintiff was essential to the prosecution of the claims and the monetary settlement reached. Second,
15 Plaintiff retained competent counsel who are experienced in employment class actions and who
16 have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those of
17 the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of facts
18 and legal theories.

19 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
20 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
21 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
22 experience. We have handled a number of class actions and complex cases and have acted both as
23 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
24 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
25 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
26 employment law class actions, including claims for misclassification, overtime, expense
27 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
28 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage

1 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
2 adequate counsel by the courts throughout California. We have been approved as experienced class
3 counsel by both state and federal courts in California in contested class certification proceedings. A
4 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
5 settlement is defined as “current and former non-exempt employees of Defendant who worked for
6 and were paid by Defendant in the state of California during the Class Period.” I have reviewed my
7 firm’s cases and representation of other plaintiffs and there is no conflict or representation which
8 would prevent my firm from representing the interests of the Class this case. My firm only
9 represents employees, and not employers. My firm has never represented Defendant nor any
10 affiliate of the Defendant. My firm’s only interest in the subject matter of this litigation is to ensure
11 a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class and the
12 claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of other
13 employees and classes as the claims are all against different and distinct employers. I can think of
14 no conflict that would arise in our representation of the Class and our adequate representation of the
15 Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery
16 for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any affiliation with the
17 Administrator for this settlement. Thus, the adequacy requirement for my firm is satisfied.

18 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
19 respective counsel and to be approved by the Court, includes all relevant information. (*See* Exhibit
20 “A” to the Agreement.) The Class Notice will include, among other information: (i) information
21 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
22 including a description of the applicable release; (iii) information to the Class Members regarding
23 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
24 each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be sought; (v) the
25 amount of the Plaintiff’s service award requested; and (vi) the anticipated expenses of the
26 Administrator. The Class Notice Packet will include a Request for Exclusion form, an Objection
27 form and a Dispute form in the mailing. (Agreement at ¶ 1.12.) The Class Notice Packet will also
28 include a Spanish translation. (Agreement at ¶ 1.11.) The Class Notice will state that the Class

1 Members shall have sixty (60) days from the date that the Class Notice is mailed to them (the
2 “Response Deadline”) to request exclusion (opt-out) or to submit a written objection. (Agreement
3 at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be given the opportunity to object to the Settlement
4 and/or requests for attorneys’ fees and expenses and to appear at the Final Approval Hearing.
5 (Agreement at ¶ 8.7.) Class Members who do not submit a timely and proper request to opt-out will
6 automatically receive a payment of their Individual Class Payment. This notice program was
7 designed to meaningfully reach the Class Members and it advises them of all pertinent information
8 concerning the Settlement.

9
10 33. The PAGA Claim -

11 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
12 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
13 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
14 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
15 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
16 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
17 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
18 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
19 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
20 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
21 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
22 class members." (LWDA Response at p.4).

23 b. **Valuation of the PAGA Claim.** For mediation, Plaintiffs calculated the
24 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
25 \$1,884,200 and \$3,768,400 for a single violation in every one of the 37,684 pay periods at issue in
26 the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
27 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
28 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate

1 per pay period but without stacking.⁴ The PAGA Penalties allocation in the Settlement is the
2 amount of \$100,000. This allocation is justified by several important considerations. First, the
3 PAGA claim was subject to the same risks as the underlying class claims. Second, Defendant
4 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of
5 the penalties. Defendant could also argue that no penalties prior to the PAGA notification should be
6 awarded, and I am aware of one Court which has so ruled. These additional defenses present a risk
7 to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be
8 awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed
9 a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any
10 PAGA penalties awarded could be significantly less than Plaintiff's calculation even where
11 Plaintiffs prevailed on the PAGA claim. Even if we assume that violations for all 37,684 pay
12 periods were established, using the valuation from *Carrington* results in a potential recovery of only
13 \$188,420 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable
14 percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the
15 Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

16 c. **Individual PAGA Payments.** The number of Aggrieved Employees are 741
17 who worked an estimated 37,684 pay periods in the PAGA Period. The PAGA Penalties are
18 \$100,000, which means the 25% payable to the Aggrieved Employees is \$25,000, and the remaining
19 75% is paid to the LWDA. Using these figures, the highest Individual PAGA Payment would be
20 \$42.45, the average Individual PAGA Payment of an Aggrieved Employee is \$33.73 and the net
21 payment per PAGA Pay Period (i.e. the lowest Individual PAGA Payment) is \$0.66 per pay period.

22 d. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
23
24

25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$1,884,200 and \$3,768,400 is the civil penalty amount without stacking.
27 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed. Moreover, the recent amendments
to the PAGA statutes cast further doubt on whether stacking is permitted.

1 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
2 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
3 approximately 6% of the total settlement value to resolve the PAGA claims applicable to the class is
4 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
5 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
6 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
7 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
8 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5
9 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
10 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
11 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
12 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
13 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
14 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
15 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
16 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
17 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
18 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
19 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
20 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
21 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
22 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
23 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
24 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
25 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
26 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
27 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
28 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.

1 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
2 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
3 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
4 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
5 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*
6 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as
7 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,
8 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
9 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
10 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
11 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
12 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
13 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
14 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

15
16 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
17 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
18 reasonable, and at the time of final approval, my firm will present lodestar to further support the
19 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
20 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
21 of the class action awards obtained by Class Counsel in similar employment actions throughout the
22 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
23 settlement value: On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior
24 Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a
25 wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa
26 Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third fee
27 award in a wage and hour class settlement. On December 18, 2019, in *Velasco v. Lemonade*
28 *Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger

1 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31,
2 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP
3 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class
4 settlement. On December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento
5 Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-
6 third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
7 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
8 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage*
9 *and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham
10 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*
11 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren
12 Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12,
13 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge
14 Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June
15 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No.
16 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class
17 action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court
18 Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage
19 and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California,*
20 *Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E.
21 Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7,
22 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225),
23 Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
24 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior
25 Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour
26 class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los
27 Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award
28 in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies*

(San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D’Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See’s Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgin*

1 v. *Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell
2 approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong*
3 v. *Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore
4 Zayner approved a one-third fee award in a wage and hour class settlement. A fee award equal to
5 one-third of the common fund is therefore reasonable in light of the fees that have been awarded in
6 other similar cases.

7
8 35. Class Representative Service Payment - The reasonableness of the requested service
9 award is also established by reference to the amounts that other California courts have found to be
10 reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*,
11 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards
12 of \$15,000 each are appropriate); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014)
13 (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an
14 individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal.
15 2007) (awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life &*
16 *Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding
17 \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP
18 (AJWx)(C.D. Cal. 2011) (awarding \$14,767 service award); *Reynolds v. Direct Flow Med., Inc.*,
19 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service
20 award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
21 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
22 4473183, *7 (S.D. Cal. 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime
23 class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving
24 \$10,000 service award where class member recovery was \$375); *Magee v. American Residential*
25 *Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding
26 \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967,
27 Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v.*
28 *L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding

1 \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage*
2 *Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding \$10,000
3 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior
4 Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*,
5 Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service
6 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County
7 Superior Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
8 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)
9 (awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles
10 County Superior Court (July 2, 2012) (awarding \$10,000 service award); *Kambamba v. Victoria's*
11 *Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)
12 (awarding \$10,000 service award together with additional compensation for their general release);
13 *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
14 2010) (awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500,
15 Los Angeles County Superior Court, (Mar. 19, 2010) (awarding \$10,000 service award); *Sheldon v.*
16 *AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb.
17 22, 2013) (awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No.
18 BC408054, Los Angeles County Superior Court (Feb. 8, 2011) (awarding \$10,000 enhancement
19 award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles
20 County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
21 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
22 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
23 Clara County Superior Court (Sept. 13, 2011) (awarding \$10,000 service award); *Bejarano v.*
24 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)
25 (awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
26 1004307, San Bernardino County Superior Court (Aug. 6, 2012) (awarding \$10,000 service award);
27 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012) (awarding
28 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside

1 County Superior Court (July 16, 2013) (awarding \$10,000 service award); *Kisliuk v. ADT Security*
2 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011) (awarding \$10,000
3 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
4 County Superior Court (Jan. 24, 2013) (awarding \$10,000 service award); *Barrett v. Doyon Security*
5 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
6 2010) (awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
7 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
8 *Inductrial Complanly*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
9 2018) (awarding \$10,000 service award).

10
11 36. Potentially Related Other Actions - I am unaware of any other related cases pending
12 against Defendant which would be impacted by this settlement. (Agreement at ¶ 2.6.) I have
13 searched the LWDA database which evidences that there are no other currently pending PAGA
14 notices served against Defendant (other than the PAGA Notices served by Plaintiff here).

15
16 37. Administration - After seeking bids from qualified administrators, the estimate from
17 ILYM Group was selected, as it provided for an estimate of \$12,950 to perform the settlement
18 administration for a Class of up to 1,027, with any difference between the actual expenses and the
19 budget of \$12,950 to be retained in the Net Settlement Amount for distribution to the Class. I have
20 used ILYM Group successfully as the administrator in more than twenty class settlements in the last
21 few years and know them to be competent and experienced. My firm has no relationship or
22 connection with ILYM Group , and thus no conflict of interest exists. Submitted herewith is a true
23 and correct copy of the Declaration from ILYM Group which establishes its qualifications and also
24 attaches the estimate for administration.

25
26 Service on the LWDA:

27 38. At the same time as the filing and service of this declaration, I am also serving the
28

1 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
2 Settlement Agreement. The email receipt from service on the LWDA is attached hereto as Exhibit
3 #5. This service also is verified by the accompanying proof of service.

4
5 Defendant's Declaration Under Paragraph 7.1:

6 40. Defendant has provided the Declaration of Jody Landry in compliance with
7 paragraph 7.1 of the Agreement. The Declaration of Jody Landry confirms that Defendant has no
8 interest in the proposed Cy Pres Recipient and provides the final class figures of 956 class members
9 who worked 127,758 workweeks. A copy of the Declaration of Jody Landry is attached hereto as
10 Exhibit #4.

11
12 Estimated Individual Class Payments and Individual PAGA Payments:

13 41. The estimated high, average and low Individual Class Payments are \$1,519,
14 \$936.59, and \$7.00, respectively. Of the \$100,000 in PAGA Penalties, 25% (\$25,000) is allocated
15 to Aggrieved Employees, which means the estimated high, average and low Individual PAGA
16 Payments are \$42.45, \$33.73, and \$0.66, respectively.

17
18 Estimated Individual Class Payment and Individual PAGA Payment to the Plaintiff:

19 41. The estimated Individual Class Payment to the Plaintiff is \$840 and the estimated
20 individual PAGA Payment to the Plaintiffs is \$10.56, and therefore, the Plaintiff's total recovery
21 under the Agreement is \$850.56. In addition, Plaintiff is receiving a separate recovery for the
22 resolution of her individual claims for discrimination, retaliation and wrongful termination, as set
23 forth in a separate confidential individual settlement agreement. The amount of this recovery is set
24 forth in the confidential individual settlement agreement which can be sent to this Court for in
25 camera review in the event the Court so orders.

26
27 Class Counsel's Litigation Expenses to Date:

28 42. The litigation expenses incurred to date are currently \$44,440.19, after removing

1 expenses not permitted by the Court. A detailed statement of these litigation expenses incurred to
2 date is attached hereto as Exhibit #6. The invoices for the expert expenses (Desmond, Marcello &
3 Amster (DM&A) and Berger) and for mediation expenses are attached hereto as Exhibit #7. Some
4 additional expenses for filing of documents will still be incurred in connection with the remaining
5 filings in this Action.

6
7 43. Final Approval Hearing. Plaintiff proposes a Final Approval Hearing date for
8 November 5, 2026, which at least is four months from the date of Preliminary Approval.

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing
11 is true and correct. Executed this 27th day of March, 2026, at La Jolla, California.

12
13 By: /s/ Kyle Nordrehaug
14 Kyle Nordrehaug
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EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Amalia Rodriguez (“Plaintiff”) and defendant Covidien LP (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Amalia Rodriguez v. Covidien LP, et al.* Case No. 30-2024-01394865-CU-OE-CXC, initiated on April 18, 2024 and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” or “PAGA Members” means all current and former non-exempt employees of Defendant in California who worked for and were paid by Defendant during the PAGA Period.
- 1.5. “Class” means All current and former non-exempt employees of Defendant who worked for and were paid by Defendant in the state of California during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, Brooke Waldrop and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Ryan Stygar of Centurion Trial Attorneys, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all

related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, phone number (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods based on Defendant’s time records.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator along with a Request for Exclusion form, Objection form, and Dispute form substantively in the forms attached hereto as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time From September 16, 2021 through November 11, 2025, or preliminary approval, whichever is sooner, unless the time period is shortened per the Escalator Clause set forth below in Paragraph 9.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, financial or reputational risk undertaken in bringing the action, and undertaking the risk of liability for Defendant’s expenses.
- 1.16. “Court” means the Superior Court of California, County of Orange.

- 1.17. “Defendant” means Covidien LP.
- 1.18. “Defense Counsel means Jody A. Landry and Robert Geiger of Littler Mendelson, P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Class Members object to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Six Hundred Ten Thousand Dollars (\$1,610,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks actually worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods actually worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from May 27, 2023 through November 11, 2025, or preliminary approval, whichever is sooner, unless the time period is shortened per the Escalator Clause set forth below in Paragraph 9.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s March 27, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Amalia Rodriguez, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims arising at any time during the Class Period that were or reasonably could have been asserted in the Action based on the facts

alleged in the Operative Complaint. This includes claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs that were alleged or could have been alleged under California law based on the facts of the First Amended Class Action and Representative Action Complaint filed on October 23, 2024, including, the following claims during the Class Period: (1) claims for failure to pay minimum wage and/or overtime compensation for all hours worked based on any theory, including but not limited to off-the-clock work and failure to correctly calculate the regular rate of pay; (2) failure to provide meal periods or pay a premium in lieu thereof; (3) failure to authorize and permit rest periods or pay a premium in lieu thereof; (4) failure to timely pay final wages at the time of termination/end of employment; (5) inaccurate wage statements; (6) failure to reimburse employees for business expenses; (7) unfair business practices; (8) failure to pay out all owed vacation wages at termination; (9) failure to pay sick leave in compliance with California law; and (10) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the Class. The parties are aware of the holding in *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9th Cir. 2018) which held that claims under the Fair Labor Standards Act for unpaid wages or overtime are barred by a settlement by virtue of the res judicata doctrine. The Released Class Claims exclude all other claims including Plaintiff's individual claims alleged as the 11th and 12th causes of action, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA Period.

1.39. "Released PAGA Claims" mean all PAGA claims for civil penalties arising at any time during the PAGA Period for civil penalties available under PAGA based on the facts alleged in the Operative Complaint and the notice letter to the LWDA. This includes PAGA claims for civil penalties for violations of the following Labor Code sections, as well as civil penalties under PAGA, that were actually alleged or that could have been alleged based on the facts in the PAGA Action during the PAGA Period brought by Plaintiff, on behalf of the State of California, herself and the PAGA Employees, as well as any and all PAGA claims and that were asserted or could have been asserted based on the factual allegations contained in Plaintiff's March, 2024 PAGA Letter, including (a) PAGA penalties for alleged violations of Labor Code sections 201-203, 204, 210, 218, 221, 226, 226.7, 227.3, 246 et. seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2100 et seq., and 2802 and violation of the provisions of the applicable Wage Order(s) for minimum wage, overtime, meal periods and rest periods, reporting time pay, suitable seating, as well as allegations regarding the late payment of wages during employment and late payment of final wages, inaccurate wage statements, and failure to reimburse business expenses; and, (b) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the PAGA Employees.

1.40. "Released Parties" means: Covidien L.P., Medtronic, Inc., Medtronic USA, Inc., and

subsidiaries, affiliates, parents, and each of the companies sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers.

- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, (b) submit his or her Objection to the Settlement, or (c) submit Challenges to Workweeks and/or Pay Periods. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member actually worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On September 10, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Orange. Plaintiff’s Complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
 - (h) Failure to Provide Wages When Due in violation of California Labor Code §§ 201, 202, and 203;

- (i) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246;
- (j) Discrimination and Retaliation in violation of FEHA; and
- (k) Wrongful Termination in violation of public policy.

2.2. On October 24, 2024, Plaintiff filed a First Amended Complaint (“FAC”) in the Action, adding a claim for civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”). The FAC is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.3. On September 10, 2025, the Parties participated in an all-day mediation presided over Brandon McKelvey, a respected mediator of wage and hour representative and class actions. The Parties did not settle the matter at mediation. Subsequently to the mediation, the Parties were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

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

2.5. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,610,000 and no more as the Gross Settlement Amount. This

amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$536,666, and a Class Counsel Litigation Expenses Payment of not more than \$50,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. The payment of the Class Counsel Fees Payment shall be allocated as follows: 77.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 22.5% to Centurion. The Class Counsel Litigation Expenses Payment shall be allocated between firms based upon the expenses actually incurred by each firm as set forth in the billing statements

found attached to the declarations by Class Counsel. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$12,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$12,950.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.
 - i. The amount for each Individual PAGA Payment will be determined by converting the PAGA Employee Fund into a PAGA Pay Period Value. The PAGA Pay Period Value will be established by dividing the \$25,000 PAGA Employee Fund by all pay periods actually worked by the Aggrieved Employees during the PAGA Period as determined by Defendant's payroll records. The Individual PAGA Payment for each Aggrieved Employee will be determined by multiplying the PAGA Pay Period Value by each Aggrieved Employee's individual PAGA pay periods.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: The amount that each Participating Class Member will be eligible to receive under the Settlement will be determined by converting the Net Settlement Amount into a Workweek value. The Workweek value will be established by dividing the Net Settlement Amount by all workweeks actually worked by the Participating Class Members during the Class Period. The Workweeks actually worked during the Class Period for each Participating Class Members will be derived by Defendant from their actual time record. The data in Defendant's records will be used by Defendant to perform this calculation. The Individual Class Payment for each Participating Class Member will be determined by multiplying the Workweek value by the number of Workweeks they individually worked during the Class Period.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will

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

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

- (f) The settlement payments made to Plaintiff and Participating Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties' intention that this settlement will not affect any rights, contributions, or amounts to which Plaintiff and Class Members may be entitled under any benefit plans. The payment under this Agreement shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, as of the date of the mediation, Defendant has represented that the Class consists of 934 Class Members who collectively worked an estimated total of 126,582 Workweeks, and 741 Aggrieved Employees who worked a total of 37,684 PAGA Pay Periods.
- 4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet or Microsoft Word document. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator within fifteen (15) business days of the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within thirty (30) days of the Effective Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall

transmit the funds represented by such checks to Legal Aid at Work (the “Cy Pres Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff’s Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all class claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff’s PAGA Notices during the PAGA Period (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period or for PAGA claims outside of the PAGA Period. Plaintiff’s Release also does not extend to Plaintiff’s individual claims, including the 11th and 12th causes of action in the FAC, being separately released with a separate confidential settlement agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

(a) Plaintiff’s Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Plaintiff's Waiver of Rights Under Civil Code Section 1542 expressly excludes Plaintiff's individual claims, including the 11th and 12th causes of action in the FAC, being separately released with a separate confidential settlement agreement.

(b) Plaintiff's Other Individual Claims. Plaintiff represents that she has additional individual claims against Defendant outside of Plaintiff's Release. In addition to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of her individual claims as set forth in a separate confidential individual settlement agreement. This individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

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

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

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. Prior to the filing for preliminary approval, Defendant will prepare and deliver to Class Counsel a signed Declaration under the penalty of perjury disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed

Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator’s duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members;

conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Class Workweeks, and PAGA Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no

obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the

Participating Class Members' Releases under Paragraph 6.1 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail to the phone number, email address, or mailing address provided by the Administrator. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (d) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to

locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- (e) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. ESCALATOR CLAUSE. As of the date of the September 10, 2025 mediation Covidien estimated that there were 126,582 workweeks actually worked by Class Members. If the number of actual workweeks worked by the Class Members as of November 11, 2025 exceeds that by more than ten percent (10%) (i.e., exceeds 126,582 by more than 12,658 workweeks) then Covidien has the option of either: (1) ending the release period on the date that the workweek count reaches the ten percent threshold, or (b) increasing the Gross Settlement Amount that exceed the 10% threshold. This means, for example, that if the actual number of workweeks worked by the Class Members as of November 11, 2025 is 142,000, then Covidien would need to pay \$35,104.52 in additional consideration (\$1,610,000.00 divided by 126,582 workweeks equals \$12.72 multiplied by 2,760 excess workweeks) to have a release through November 11, 2025.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must provide written notice to Class Counsel of its election to withdraw not later than 10 business days after Defense Counsel receives notification from the Settlement Administrator that more than ten percent of the Class Members have submitted timely and valid requests for exclusions from the Settlement. Invalid Requests for Exclusion will have no effect on this threshold for an election.

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

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

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

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

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. It is acknowledged by all parties that Plaintiff is participating in the settlement to avoid the delay of payment to the Class Members and Defendant is participating in this settlement to avoid the expense, inconvenience, and delay of further litigation. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Publicity. Plaintiff, Class Counsel, Covidien and Defense Counsel separately agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) in response to an inquiry or subpoena issued by a state or federal government agency. (5) where disclosure is compelled by subpoena or other legal

process, (6) is necessary to obtain approval of this settlement from the court, or (7) is required under the Agreement and/or necessary to enforce this Agreement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Covidien and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement

be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Jody A. Landry
jlandry@littler.com
Robert Geiger
rgeiger@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from October 8, 2025 until the entry of the Final Approval order, or if not entered, the date this Agreement shall no longer be of any force or effect.
- 13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 03/03/2026

Amalia Rodriguez
Amalia Rodriguez (Mar 3, 2026 13:10:34 PST)
Plaintiff Amalia Rodriguez

Dated: March 11, 2026

Signed by:
Rebecca Goldstein
9885583C2027495...
Principal Legal Counsel [name]
For Defendant defendant

Dated: 3/3/26

Kyle Nordrehaug
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Approved as to form:

Dated: 03/11/2026

Jody A. Landry
Jody A. Landry
Robert Geiger
Littler Mendelson, P.C.
Attorney for Defendant

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

*Amalia Rodriguez v. Covidien LP, et al., Superior Court of the
State of California, County of Orange, Case No. 30-2024-01394865-CU-OE-CXC*

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

To: All current and former non-exempt employees of Defendant Covidien LP who worked for and were paid by Defendant Covidien LP in the state of California during the Class Period (September 16, 2021, through November 11, 2025).

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully. The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<<__>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Challenge the Number of Workweeks The Response Deadline is _____.	To challenge the number of workweeks and/or PAGA Pay Periods listed in Section 5 below, then you must submit either the enclosed, separate Dispute Form with supporting documents or a written, signed dispute as provided below. The Settlement Administrator will have the final decision concerning the number of workweeks and/or PAGA Pay Periods you will be compensated for. If you exclude yourself as per below, you can only challenge the number of PAGA Pay Periods you worked. Instructions are set forth in Section 5 below.
Exclude Yourself The Response Deadline is _____.	To exclude yourself, you must send either the enclosed, separate Request for Exclusion Form or a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion from the Class. Instructions are set forth in Section 7 below.

Object The Response Deadline is _____.	To object to the settlement, you must send either the enclosed, separate Objection Form or a written statement to the Administrator and the Parties' Counsel about why you do not agree with the settlement. If you do not send the Objection Form or a written statement to the Administrator and the Parties' Counsel, then you must appear at the Final Approval Hearing to make an oral objection. The Court's Final Approval Hearing is scheduled to take place on _____ at 1:30 p.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Melissa R. McCormick in Department CX105. Directions regarding Objections are provided in Section 8 below.
--	--

1. Why did I receive this Class Notice?

On September 10, 2024, Plaintiff Amalia Rodriguez ("Plaintiff") filed a lawsuit alleging class claims against Covidien LP ("Defendant") in the Superior Court of the State of California, County of Orange (the "Class Action"). The Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, waiting time penalties, and failure to pay sick wages.

On November 30, 2023, Plaintiff filed a First Amended Class Action Complaint ("FAC") in the Action to add an additional claim under the Representative Action Complaint against Defendant (the "PAGA claim"). Plaintiff's PAGA claim asserted claims against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for alleged violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s). The FAC is referred to as the "Operative Complaint".

Pursuant to a court order, you are hereby notified that Plaintiff and Defendant have reached a proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the "Court") has been reached between Plaintiff and Defendant. The Honorable Melissa R. McCormick has been assigned as the judge overseeing the Action and Settlement.

The Court held a hearing on _____. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Class Action and PAGA Settlement Agreement ("Agreement").

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

All current and former non-exempt employees of Defendant who worked for and were paid by Defendant in the state of California during the Class Period.

The Class Period is September 16, 2021, through November 11, 2025.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

In the Operative Complaint, Plaintiff alleges the following class claims against Defendant: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; (8) failure to provide wages when due; and (9) failure to pay sick wages. The Operative Complaint also alleges a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) for civil penalties based upon the above alleged violations.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Operative Complaint. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint. Defendant further denies that, for any purpose other than settling the claims, that Plaintiff’s class claims are appropriate for class treatment. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle these claims only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff’s claims in the lawsuit have merit, that it has any liability to Plaintiff or the group of individuals that Plaintiff seeks to represent in this lawsuit, or that it engaged in any wrongdoing.

The Court has not made any determination as to whether Plaintiff’s claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Six Hundred Ten Thousand Dollars (\$1,610,000) to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Class Members who do **not** submit a valid and timely Request for Exclusion (“Participating Class Members”):

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$12,950, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount,

which is presently \$536,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$51,000. Class Counsel has been prosecuting these claims on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.

- *Class Representative Service Payment.* A Class Representative Service Payment in an amount not to exceed \$15,000 to the Plaintiff, subject to Court approval, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the claims, and for the risks Plaintiff undertook.
- *PAGA Penalties.* A payment of \$100,000 relating to the claim for penalties under PAGA, 75% (\$75,000) of which will be paid to the California Labor Workforce Development Agency (“LWDA”), and 25% (\$25,000) of which shall be distributed as “Individual PAGA Payments” to the Aggrieved Employees calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.
 - The “PAGA Period” is May 27, 2023 through November 11, 2025.
 - “Aggrieved Employees” means all current and former nonexempt employees of Defendant in California who worked for and were paid by Defendant during the PAGA Period. As part of the resolution of the PAGA claim through this PAGA Payment, Aggrieved Employees will release all Released PAGA Claims for civil penalties as set forth below.

Calculation of Payments to Class Members (“Individual Class Payments”).

The “Net Settlement Amount” means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$892,834. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek(s)” means any week during the Class Period in which a Class Member actually worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims arising at any time during the Class Period that were or reasonably could have been asserted in the Action based on the facts alleged in the Operative Complaint. This includes claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and

costs that were alleged or could have been alleged under California law based on the facts of the First Amended Class Action and Representative Action Complaint filed on October 23, 2024, including, the following claims during the Class Period: (1) claims for failure to pay minimum wage and/or overtime compensation for all hours worked based on any theory, including but not limited to off-the-clock work and failure to correctly calculate the regular rate of pay; (2) failure to provide meal periods or pay a premium in lieu thereof; (3) failure to authorize and permit rest periods or pay a premium in lieu thereof; (4) failure to timely pay final wages at the time of termination/end of employment; (5) inaccurate wage statements; (6) failure to reimburse employees for business expenses; (7) unfair business practices; (8) failure to pay out all owed vacation wages at termination; and (9) failure to pay sick leave in compliance with California law; and (10) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the Class. The parties are aware of the holding in *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9th Cir. 2018) which held that claims under the Fair Labor Standards Act for unpaid wages or overtime are barred by a settlement by virtue of the res judicata doctrine. The Released Class Claims exclude all other claims including Plaintiff's individual claims alleged as the 11th and 12th causes of action, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, from the Released PAGA Claims. The "Released PAGA Claims" are all PAGA claims for civil penalties arising at any time during the PAGA Period for civil penalties available under PAGA based on the facts alleged in the Operative Complaint and the notice letter to the LWDA. This includes PAGA claims for violations of the following Labor Code sections, as well as civil penalties under PAGA, that were actually alleged or that could have been alleged based on the facts in the PAGA Action during the PAGA Period brought by Plaintiff, on behalf of the State of California, herself and the PAGA Employees, as well as any and all PAGA claims for civil penalties and that were asserted or could have been asserted based on the factual allegations contained in Plaintiff's March, 2024 PAGA Letter, including (a) PAGA penalties for alleged violations of Labor Code sections 201-203, 204, 210, 218, 221, 226, 226.7, 227.3, 246 et. seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2100 et seq., and 2802 and violation of the provisions of the applicable Wage Order(s) for minimum wage, overtime, meal periods and rest periods, reporting time pay, suitable seating, as well as allegations regarding the late payment of wages during employment and late payment of final wages, inaccurate wage statements, and failure to reimburse business expenses; and, (b) claims for the attorney's fees and costs incurred in the prosecution of the lawsuit on behalf of the PAGA Employees.

"Released Parties" collectively mean: Defendant and Medtronic, Inc., Medtronic USA, Inc., and subsidiaries, affiliates, parents, and each of the companies sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks during the Class Period (September 16, 2021 to November 11, 2025).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is << _____ >>.

[if applicable - In addition, your Individual PAGA Payment is << _____ >>.]

If you wish to challenge the information set forth above, then you must submit either the enclosed, separate Dispute Form with supporting documents or a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the Dispute Form or written dispute to _____ or email the Dispute Form or written dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) twenty percent (20%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) eighty percent (80%) shall be allocated to settlement of claims for non-wages, accountable expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything.** A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc., _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately one month after final approval. If there are objections or appeals, the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Class portion of the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the Released Class Claims resolved by this Settlement.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, either the enclosed, separate Request for Exclusion Form or a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14

days in the case of re-mailing]. You may also fax your Request for Exclusion Form or request to opt out to _____ or email the Request for Exclusion Form or request to opt out to _____ by no later than the Response Deadline. If providing a written, signed, and dated request, the request should state in substance: “I wish to be excluded from the Class in the *Amalia Rodriguez v. Covidien LP, et al.* lawsuit.” The Request for Exclusion or request must state the Class Member’s full name, address, telephone number, and the name and number of the case, which is *Amalia Rodriguez v. Covidien LP, et al.*, Case No. 30-2024-01394865-CU-OE-CXC. The Request for Exclusion Form or request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are faxed, emailed, or postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. How do I tell the Court that I don’t agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, either in writing or in person. Objections that are in writing should state (1) the Class Member’s name, current address, telephone number, and the dates of employment in California by Defendant; (2) the words “Notice of Objection” or “Formal Objection”; (3) describe why you believe the Settlement is unfair; and (4) the name and number of the case, which is *Amalia Rodriguez v. Covidien LP, et al.*, in the Superior Court of the State of California, County of Orange, Case No. 30-2024-01394865-CU-OE-CXC.

To object, you must mail to the Administrator and the Parties’ counsel, either the enclosed, separate Objection Form or a written objections l, no later than the Response Deadline of _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court’s online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court’s website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/civil-remote-hearings>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties’ counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: norm@bamlawca.com
kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Jody A. Landry
Robert Geiger
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302
Email: jlandry@littler.com
rgeiger@littler.com

10. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 1:30 p.m. on _____, in Department CX105 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Melissa R. McCormick. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

11. How do I get more information about the Settlement?

You may contact the Administrator or contact Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment or other Settlement documents by going to The Administrator's website at <<_____>> where they will be posted as they become available. The Judgment will be posed on the Administrator's website for at least 180 days. You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2024-01394865.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the paid to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres

Recipient”). The Parties request Court approval of the Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

DISPUTE FORM***Amalia Rodriguez v. Covidien LP, et al., Superior Court of the
State of California, County of Orange, Case No. 30-2024-01394865-CU-OE-CXC***

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

If you were employed by Defendant Covidien LP in California and classified as a non-exempt employee at any time during the Class Period (September 16, 2021, through November 11, 2025), then you may be a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant's company records, as set forth below and in the Class Notice you received.

I. YOUR COMPENSABLE WORKWEEKS

Defendant's records show that during the Class Period, you worked as a non-exempt employee in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period are:

<<NUMBER OF WORKWEEKS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<INSERT>>.

III. CHALLENGE TO WEEKS WORKED

If you believe that the number of Workweeks stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by <<RESPONSE DEADLINE>>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

**THIS DISPUTE FORM MUST BE SIGNED, DATED, AND EMAILED, TAXED
OR MAILED BY FIRST CLASS U.S. MAIL, NO LATER THAN [INSERT DATE]**

TO:]

Amalia Rodriguez v. Covidien LP, et al. Administrator
c/o ILYM Group, Inc.

address

Fax: _____

Email: _____

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

AMALIA RODRIGUEZ, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiffs,

v.

COVIDIEN LP, a Limited Partnership;
MEDTRONIC, INC., a Corporation;
MEDTRONIC USA, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 30-2024-01394865-CU-OE-CXC

OBJECTION FORM

Hearing Date:
Hearing Time:

Judge: Hon. Melissa McCormick
Dept.: CX104

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, INCLUDING YOUR FULL NAME, CURRENT ADDRESS, LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER, AND YOUR SIGNATURE. YOU MUST MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____.

[] I OBJECT to the *Rodriguez v. Covidien LP, et al.* Settlement for the following reasons:

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL (BY U.S. MAIL), EMAIL, OR FAX TO THE ADMINISTRATOR POSTMARKED NOT LATER THAN [INSERT DATE]:

Rodriguez v. Covidien LP, et al. Administrator
c/o ILYM Group
[INSERT ADDRESS, EMAIL, AND FAX]

REQUEST FOR EXCLUSION FORM

***Amalia Rodriguez v. Covidien LP, et al., Superior Court of the
State of California, County of Orange, Case No. 30-2024-01394865-CU-OE-CXC***

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiff; (2) I will not be bound by the class portion of the proposed Settlement and will only be bound by the release of the Released PAGA Claims; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND EMAILED, FAXED OR MAILED BY FIRST CLASS U.S. MAIL, NO LATER THAN [INSERT DATE] TO: AMALIA RODRIGUEZ V. COVIDIEN LP, ET AL. ADMINISTRATOR, C/O ILYM GROUP, INC., [INSERT ADDRESS, EMAIL AND FAX]

Name: _____

Address: _____

Telephone Number: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

AMALIA RODRIGUEZ, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,
vs.

COVIDIEN LP, a Limited Partnership;
MEDTRONIC, INC., a Corporation;
MEDTRONIC USA, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 30-2024-01394865-CU-OE-CXC

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

Hearing Date:
Hearing Time: 1:30 p.m.

Judge: Hon. Melissa R. McCormick
Dept.: CX105

Action Filed: April 18, 2024
Trial Date: Not Set

1 This matter, having come before the Honorable Melissa R. McCormick of the Superior
2 Court of the State of California, in and for the County Orange, on _____, for the motion by
3 Plaintiff Amalia Rodriguez (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendant Covidien LP (“Defendant”). The Court, having considered the briefs, argument of
5 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
6 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7 **IT IS HEREBY ORDERED:**

8 1. The Court grants preliminary approval of the Settlement based upon the terms set
9 forth in the Class Action and PAGA Settlement Agreement (“Agreement”) attached as Exhibit #1
10 hereto. . This is based on the Court’s determination that the Settlement set forth in the Agreement
11 is within the range of possible final approval, pursuant to the provisions of Section 382 of the
12 California Code of Civil Procedure and California Rules of Court, rule 3.769. This Order
13 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
14 the same meaning in this Order as set forth in the Agreement. Capitalized terms herein shall have
15 the definitions set forth in the Agreement.

16 2. The Gross Settlement Amount is One Million Six Hundred Ten Thousand Dollars
17 (\$1,610,000). It appears to the Court on a preliminary basis that the Settlement is fair, adequate
18 and reasonable to the Class. It further appears that investigation and research have been conducted
19 such that counsel for the Parties are able to reasonably evaluate their respective positions. It
20 further appears to the Court that settlement at this time will avoid substantial additional costs by
21 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
22 of the Action. It further appears that the Settlement has been reached as the result of serious and
23 non-collusive, arms-length negotiations after mediation with a respected mediator, Brandon
24 McKelvey, Esq. The Court therefore preliminarily finds that the Settlement is fair, adequate, and
25 reasonable when balanced against the probable outcome of further litigation and the significant
26 risks relating to certification, liability, and damages issues. The Settlement falls within the range
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of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court.

3. The Court provisionally appoints Plaintiff as the representative of the Class. The Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, Brooke W. Waldrop, and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

4. A Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable and adequate as to all Class Members who do not submit a valid and timely request to exclude themselves from the Settlement is scheduled for _____ at 1:30 a.m. in Department CX105 of the Orange County Superior Court. Other matters for determination at the Final Approval Hearing shall include whether the Final Approval Order and Judgment should be entered herein; and whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members. The motion for final approval and for attorneys' fees, costs and service awards shall be heard at the Final Approval Hearing and the papers are to be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

5. Plaintiffs shall serve this Order on the LWDA.

6. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period." The Class Period is September 16, 2021, through November 11, 2025. There are approximately ____ individuals in the Class.

7. The Court hereby appoints ILYM Group, Inc. as Administrator. No later than fourteen (14) days after preliminary approval of the Settlement by the Court, Defendant shall provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator will perform address updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than three (3) business days

after receiving the Class information spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via first-class U.S. Mail.

8. The Agreement provides for Court orders Class Counsel's attorneys fees' that will not exceed \$536,666.00, Class Counsel's costs that will not exceed \$51,000.00, a Class Representative Service Payment that will not exceed \$15,000.00, and an Administration Expenses Payment that will not exceed \$12,950.00.

9. The Court hereby approves, as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached hereto as Exhibit #1. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement, Class Members' right to be excluded from the Class by submitting a written opt-out request, and each member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The front of the Class Notice shall not be smaller than what was provided to the Court. The Court orders the mailing of the Class Notice Packets by first class mail, pursuant to the terms and implementation schedule set forth in the Agreement.

10. The Court approves, as to the form and content, the Request for Exclusion Form and the Dispute Form that the Class Members may use to dispute their employment dates or opt out of the Settlement, respectively, attached hereto as Exhibits #2 and #3, respectively.

11. The Court hereby approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received by the Administrator. If a Class Notice Packet is re-mailed, the response date for opt-outs will be

1 extended an additional 14 days. Any such person who chooses to opt out of and be excluded from
2 the Class will not be entitled to any recovery under the Settlement and will not be bound by the
3 Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved
4 Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who
5 requests exclusion from the Class will still recover their portion of the PAGA Penalties and will be
6 bound by the release of the Released PAGA Claims). Class Members who have not timely
7 requested exclusion shall be bound by all determinations of the Court, the Agreement and the
8 Judgment. A request for exclusion may only opt out that particular individual, and any attempt to
9 affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed
10 invalid.

11 12. Any Class Member who has not opted out may object or express the Member's
12 views regarding the Settlement, may appear at the final approval hearing, and may present
13 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
14 and determined by the Court as provided in the Notice. Class Members will have sixty (60) days
15 from the date of the mailing of the Class Notices to submit their written objections to the
16 Administrator in accordance with the instructions in the Class Notice. If a Class Notice Packet is
17 re-mailed, the response date for written objections will be extended an additional 14 days.
18 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
19 objection.

20 13. Neither the Agreement, nor any exhibit, document, or instrument delivered
21 thereunder shall be construed as a concession or admission by Defendant in any way that the
22 claims asserted have any merit or that this Action was properly brought as a class or representative
23 action, and shall not be used as evidence of, or used against Defendant as, an admission or
24 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
25 omission by Defendant or with respect to the truth of any allegation asserted by any person.
26 Whether or not the Settlement is finally approved, neither the Settlement, Agreement, nor any
27 exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or
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1 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received
2 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited
3 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
4 fault, wrongdoing, omission, concession or damage.

5 14. The Court reserves the right to adjourn or continue the date of the final approval
6 hearing and all dates provided for in the Agreement without further notice to Class Members and
7 retains jurisdiction to consider all further applications arising out of or connected with the
8 proposed Settlement.

9 15. The Court orders the Parties and the Administrator to carry out their duties and
10 obligations in accordance with terms of the Agreement.

11 16. The Court retains jurisdiction to enforce the settlement agreement pursuant to Civil
12 Procedure Code section 664.6.

13 17. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to
14 further orders of the Court at the Final Approval Hearing.

15 **IT IS SO ORDERED.**

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17 Dated: _____

18 _____
19 HON. MELISSA R. MCCORMICK
20 JUDGE, SUPERIOR COURT OF CALIFORNIA
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PRELIMINARY APPROVAL ORDER

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

AMALIA RODRIGUEZ, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,
vs.

COVIDIEN LP, a Limited Partnership;
MEDTRONIC, INC., a Corporation;
MEDTRONIC USA, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 30-2024-01394865-CU-OE-CXC

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time: 1:30 p.m.

Judge: Hon. Melissa R. McCormick
Dept.: CX105

Action Filed: April 18, 2024
Trial Date: Not Set

The motion of Plaintiff Amalia Rodriguez (“Plaintiff”) for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Covidien LP (“Defendant”), attorneys’ fees and costs, service payment, and the expenses of the Administrator duly came on for hearing on _____ before the Honorable Melissa R. McCormick.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.
2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of Orange, and over all Parties to this litigation, including the Class as that term is defined in the Agreement.
3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of T One Million Six Hundred Ten Thousand Dollars (\$1,610,000), and the terms set forth in the Agreement are fair, reasonable, and adequate.
4. The Court further finds that the Settlement was the result of arm’s length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On _____, the Court granted preliminary approval of the Settlement and approved conditional certification of the Class for settlement purposes only.

Notice to the Class

1 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
2 by first class mail to members of the Class at their last known addresses on or about
3 _____. Mailing of the Class Notice to their last known addresses was the best notice
4 practicable under the circumstances and was reasonably calculated to communicate actual notice
5 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
6 Members fully and accurately informed the Class Members of all material elements of the
7 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
8 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
9 fully with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided
11 Class Members adequate instructions and a variety of means to obtain additional information.

12 7. The deadline for opting out of the Class or submitting written objections to the
13 Settlement was _____. There was an adequate interval between notice and the deadline to
14 permit Class Members to choose what to do and act on their decision. A full opportunity has been
15 afforded to the Class Members to participate in the final approval hearing, and all Class Members
16 and other persons wishing to be heard have been heard. Class Members also have had a full and
17 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
18 Court determines that all Class Members who did not timely and properly submit a request for
19 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

20 **Fairness Of Settlement**

21 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48
22 Cal.App.4th 1794, 1801 (1996).

23 a. The settlement was reached through arm's-length bargaining between the
24 parties during an all-day mediation before Brandon McKelvey, a respected and experienced
25 mediator of wage and hour class actions. Prior to mediation, Plaintiff conducted an investigation
26 of the facts and claims, and the Parties also exchanged informal discovery, which included time
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1 and pay data for the class and relevant policies. There has been no collusion between the parties in
2 reaching the proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. _____
8 objections were received. _____ timely requests for exclusion were received.

9 e. The participation rate was high. _____ Participating Class Members will
10 be mailed a settlement payment, representing _____ of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this Action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the Action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$536,666 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of
21 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and litigation expense billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$15,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payment in the amount of \$15,000 to the Plaintiff is reasonable in light of
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1 the risks and burdens undertaken by the Plaintiff in this litigation and for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class. In making this award, the Court has
3 considered only the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238
4 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.

5 **Administration Expenses Payment**

6 13. The Administrator shall calculate and administer the payments to be made to the
7 Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and
8 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff,
9 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and
10 perform the other remaining duties set forth in the Agreement. The Administrator has documented
11 \$_____ in fees and expenses, and this amount is reasonable in light of the work
12 performed by the Administrator.

13 **PAGA Penalties**

14 14. The Agreement provides for PAGA Penalties in the amount of \$100,000 to be paid
15 out of the Gross Settlement Amount, which shall be allocated 75% (\$75,000) to the LWDA PAGA
16 Payment and 25% (\$25,000) to the Individual PAGA Payments to be distributed by (a) dividing
17 the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total
18 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
19 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
20 Employees" are all individuals who are or previously were employed by Defendant who were
21 classified as non-exempt in the State of California at any time during the PAGA Period. The
22 "PAGA Period" is May 27, 2023 through November 11, 2025. The LWDA was notified of the
23 settlement and served with a copy of the Agreement, and the LWDA has not objected to the
24 Settlement. The Court finds this PAGA Penalties amount to be reasonable.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 1. The Class is certified for the purposes of settlement only. The Class is hereby
2 defined as follows:

3 All current and former non-exempt employees of Defendant who worked for and
4 were paid by Defendant in the state of California during the Class Period.

5 The Class Period is September 16, 2021, through November 11, 2025.

6 2. All persons who meet the foregoing definition are members of the Class, except for
7 those individuals who filed a valid request for exclusion (“opt out”) from the Class: [identify any
8 requests for exclusion].

9 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
11 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to
12 the Administrator no later than fifteen (15) business days after the Effective Date.

13 4. Class Counsel are awarded attorneys' fees in the amount of \$536,666 and costs in
14 the amount of \$ _____. Class Counsel shall not seek or obtain any other compensation or
15 reimbursement from Defendant, Plaintiff or members of the Class.

16 5. The payment of the Class Representative Service Payment in the amount of
17 \$ _____ to the Plaintiff is approved.

18 6. The payment of \$ _____ to the Administrator for their fees and expenses
19 is approved.

20 7. The PAGA Penalties amount of \$100,000 is approved to be distributed in
21 accordance with the Agreement.

22 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
23 Final Approval Order and Judgment a finding of the validity of any claims in the Action, any
24 wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for
25 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
26 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
27 as, or may be used as an admission by or against Defendant of any fault, negligence, wrongdoing,
28 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations

FINAL APPROVAL ORDER AND JUDGMENT

or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, any liability, culpability, negligence, or wrongdoing on the part of Defendant, or an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

9. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

10. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiffs, and all members of the Class, shall take nothing in the Action.

2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any

1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 3. The Parties are authorized, with further approval from the Court, to agree to and to
4 adopt such amendments, modifications and expansions of the Agreement and all exhibits attached
5 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
6 rights of the Parties or Class Members under the Agreement.

7 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
8 provided in the Agreement and in this Final Approval Order and Judgment.

9 5. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
11 Payments, all Participating Class Members, on behalf of themselves and their respective former
12 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
13 release Released Parties from the Released Class Claims.

14 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

15 (a) "Released Class Claims" means all claims arising at any time during the
16 Class Period that were or reasonably could have been asserted in the Action based on the facts
17 alleged in the Operative Complaint. This includes claims for wages, statutory and civil penalties,
18 damages and liquidated damages, interest, fees and costs that were alleged or could have been
19 alleged under California law based on the facts of the First Amended Class Action and
20 Representative Action Complaint filed on October 23, 2024, including, the following claims
21 during the Class Period: (1) claims for failure to pay minimum wage and/or overtime
22 compensation for all hours worked based on any theory, including but not limited to off-the-clock
23 work and failure to correctly calculate the regular rate of pay; (2) failure to provide meal periods
24 or pay a premium in lieu thereof; (3) failure to authorize and permit rest periods or pay a premium
25 in lieu thereof; (4) failure to timely pay final wages at the time of termination/end of employment;
26 (5) inaccurate wage statements; (6) failure to reimburse employees for business expenses; (7)
27 unfair business practices; (8) failure to pay out all owed vacation wages at termination; and (9)
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1 failure to pay sick leave in compliance with California law; and (10) claims for the attorney's fees
2 and costs incurred in the prosecution of the lawsuit on behalf of the Class. The parties are aware of
3 the holding in *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9th Cir. 2018) which
4 held that claims under the Fair Labor Standards Act for unpaid wages or overtime are barred by a
5 settlement by virtue of the res judicata doctrine. The Released Class Claims exclude all other
6 claims including Plaintiff's individual claims alleged as the 11th and 12th causes of action, claims
7 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
8 unemployment insurance, disability, social security, workers' compensation, California class
9 claims outside of the Class Period, and PAGA claims outside of the PAGA Period.

10 (b) "Released Parties" collectively mean: Defendant and Medtronic, Inc.,
11 Medtronic USA, Inc., and subsidiaries, affiliates, parents, and each of the companies sponsored
12 employee benefit plans, and their respective successors and predecessors in interest, all of their
13 respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each
14 of their past, present and future officers, directors shareholders, employees, agents, principals,
15 heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers.

16 7. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their
19 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
20 and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims"
21 are all PAGA claims for civil penalties arising at any time during the PAGA Period for civil
22 penalties available under PAGA based on the facts alleged in the Operative Complaint and the
23 notice letter to the LWDA. This includes PAGA claims for civil penalties for violations of the
24 following Labor Code sections, as well as civil penalties under PAGA, that were actually alleged
25 or that could have been alleged based on the facts in the PAGA Action during the PAGA Period
26 brought by Plaintiff, on behalf of the State of California, herself and the PAGA Employees, as
27 well as any and all PAGA claims and that were asserted or could have been asserted based on the
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1 factual allegations contained in Plaintiff's March, 2024 PAGA Letter, including (a) PAGA
2 penalties for alleged violations of Labor Code sections 201-203, 204, 210, 218, 221, 226, 226.7,
3 227.3, 246 et. seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2100 et seq., and 2802 and violation
4 of the provisions of the applicable Wage Order(s) for minimum wage, overtime, meal periods and
5 rest periods, reporting time pay, suitable seating, as well as allegations regarding the late payment
6 of wages during employment and late payment of final wages, inaccurate wage statements, and
7 failure to reimburse business expenses; and, (b) claims for the attorney's fees and costs incurred in
8 the prosecution of the lawsuit on behalf of the PAGA Employees.

9 8. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
11 Payments, Plaintiff has generally and fully released and discharged the Released Parties from the
12 Plaintiff's Release, as fully set forth in the Agreement.

13 9. If a settlement check remains uncashed by the expiration date, the funds from such
14 uncashed checks will be paid to a Court-approved nonprofit organization or foundation consistent
15 with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Court approves the Legal
16 Aid at Work as the Cy Pres Recipient.

17 10. Pursuant to CCP §384(b), Plaintiffs shall submit to the Court a final report on or
18 before _____ setting forth the actual amounts paid to class members and other
19 amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine
20 whether further reports and/or a hearing will be necessary.

21 11. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
22 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
23 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
24 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
25 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
26 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

27 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

28
FINAL APPROVAL ORDER AND JUDGMENT

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Dated: _____

HON. MELISSA R. MCCORMICK
JUDGE, SUPERIOR COURT OF CALIFORNIA

FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #2

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FIRM RESUME

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REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

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no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

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v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS E-MAIL:
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**WRITERS EXT:
1004**

March 27, 2024
CA3231

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Covidien LP
Certified Mail #9589071052700408543311
CSC - LAWYERS INCORPORATING
SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Covidien LP and/or Medtronic, Inc. and/or Medtronic USA, Inc. in California, including any employees staffed with Covidien LP and/or Medtronic, Inc. and/or Medtronic USA, Inc. by a third party, and classified as non-exempt employees during the time period of March 27, 2023 until a date as determined by the Court. Our offices represent Plaintiff Amalia Rodriguez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Covidien LP and/or Medtronic, Inc. and/or Medtronic USA, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from September of 2019 to January 18, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendants required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees

for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendants provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees performed tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendants failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

EXHIBIT #4

1 JODY A. LANDRY, Bar No. 125743
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2 ROBERT GEIGER, Bar No. 322914
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3 LITTLER MENDELSON, P.C.
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4 San Diego, California 92101.3577
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5 Fax No.: 619.232.4302

6 Attorneys for Defendants
COVIDIEN LP, MEDTRONIC, INC., and
7 MEDTRONIC USA, INC.

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF ORANGE

11 AMALIA RODRIGUEZ, an individual, on behalf
12 of herself and on behalf of all persons similarly
situated,

13 Plaintiff,

14 v.

15 COVIDIEN LP, a Limited Partnership,
16 MEDTRONIC, INC., a Corporation,
MEDTRONIC USA, INC., a Corporation; and
17 DOES 1 through 50, inclusive,

18 Defendants.

Case No. 30-2024-01394865-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO
JUDGE MELISSA R. MCCORMICK

**DECLARATION OF JODY A. LANDRY
IN SUPPORT OF MOTION FOR
PRELIMINARY HEARING**

Complaint Filed: April 18, 2024
Trial Date: None Set

1 I, Jody A. Landry do hereby declare and state as follows:

- 2 1. I am attorney at law duly authorized to practice law before this court as well as all courts
3 in the state of California. I am a shareholder with the law firm Littler Mendelson P.C.,
4 attorneys of record for Defendant COVIDIEN LP ("Defendant"). I make this declaration
5 on the basis of my own personal knowledge and could testify to the same if called as a
6 witness in this matter.
- 7 2. The Administrator in this case is ILYM Group, Inc. There are no known conflicts of
8 interest between the Administrator, Defendant or Littler Mendelson P.C.
- 9 3. The proposed Cy Pres in this case is Legal Aid at Work. There are no known conflicts of
10 interest between the proposed Cy Pres recipient of uncashed checks, Defendant or Littler
11 Mendelson P.C.
- 12 4. Based on the actual payroll and time records of the proposed settlement class it has been
13 determined that there were 127,758 weeks actually worked by the proposed settlement
14 class, which is made up of 956 individuals, during the defined Class Period. As such, no
15 escalator was triggered.

16 I declare that the foregoing is true and correct under penalty of perjury of the laws of the state of
17 California. Executed this 26th day of March, 2026.

18 

19 Jody A. Landry
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27

EXHIBIT #5

EXHIBIT #6

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 03/27/2026
Due On: 04/26/2026

Amalia Rodriguez
7122 Westminster Blvd, Unit 307
Westminster, CA 92683

CA3231

Covidien LP; Medtronic

Services

Services Subtotal \$163,728.53

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	03/27/2024	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	04/23/2024	Onelegal/Court Fees	1.00	\$1,495.04	\$1,495.04
Expense	06/17/2024	KNOX Messenger and Filing Service	1.00	\$159.45	\$159.45
Expense	06/17/2024	KNOX Messenger and Filing Service	1.00	\$63.95	\$63.95
Expense	06/17/2024	KNOX Messenger and Filing Service	1.00	\$63.95	\$63.95
Expense	06/18/2024	One Legal/Court Fees	1.00	\$17.71	\$17.71
Expense	06/18/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	08/01/2024	One Legal - CMS	1.00	\$15.39	\$15.39
Expense	08/31/2024	Expert Fees - DM&A.	1.00	\$875.00	\$875.00
Expense	09/03/2024	One Legal/Court Fees	1.00	\$467.08	\$467.08
Expense	09/04/2024	One Legal/Court Fees	1.00	\$41.18	\$41.18
Expense	09/04/2024	One Legal/Court Fees	1.00	\$41.18	\$41.18

Expense	09/04/2024	One Legal/Court Fees	1.00	\$41.18	\$41.18
Expense	09/06/2024	One Legal/Court Fees	1.00	\$20.02	\$20.02
Expense	09/06/2024	One Legal/Court Fees	1.00	\$20.02	\$20.02
Expense	09/06/2024	One Legal/Court Fees	1.00	\$20.02	\$20.02
Expense	09/24/2024	Berger Consulting Fees.	1.00	\$1,755.00	\$1,755.00
Expense	09/26/2024	Document retrieval fee	1.00	\$66.70	\$66.70
Expense	09/30/2024	Expert Fees - DM&A	1.00	\$1,281.25	\$1,281.25
Expense	10/04/2024	One Legal Filing Fees	1.00	\$17.76	\$17.76
Expense	10/17/2024	One Legal Filing Fees	1.00	\$39.44	\$39.44
Expense	10/25/2024	One Legal Filing Fees	1.00	\$17.76	\$17.76
Expense	11/06/2024	legal research; download documents from court docket	1.00	\$7.50	\$7.50
Expense	11/06/2024	One Legal Filing Fees	1.00	\$15.44	\$15.44
Expense	11/08/2024	Document retrieval fee	1.00	\$7.50	\$7.50
Expense	11/08/2024	One Legal Filing Fees	1.00	\$39.44	\$39.44
Expense	11/14/2024	One Legal Filing Fees	1.00	\$19.31	\$19.31
Expense	01/29/2025	Deposition Transcripts - Amalia Rodriguez Santiago	1.00	\$1,478.85	\$1,478.85
Expense	01/31/2025	Expert Fees - DM&A	1.00	\$262.50	\$262.50
Expense	02/17/2025	Document Retrieval fee	1.00	\$7.50	\$7.50
Expense	02/28/2025	Expert Fees - DM&A	1.00	\$7,125.00	\$7,125.00
Expense	02/28/2025	Deposition Transcript - Aptus - Hawkins	1.00	\$1,125.50	\$1,125.50
Expense	02/28/2025	Deposition Transcript - Aptus - Matsufuji	1.00	\$1,273.65	\$1,273.65
Expense	02/28/2025	Deposition Transcript - Aptus - Tijoriwala	1.00	\$975.15	\$975.15
Expense	02/28/2025	Deposition Transcript - Aptus - Wardle	1.00	\$741.94	\$741.94
Expense	03/04/2025	FedEx Charges.	1.00	\$26.91	\$26.91
Expense	05/28/2025	One Legal - Joint CMS	1.00	\$23.44	\$23.44
Expense	05/29/2025	One Legal - Joint CMS	1.00	\$17.50	\$17.50
Expense	05/30/2025	Mediation Fees- M Resolution	1.00	\$14,000.00	\$14,000.00
Expense	09/18/2025	Expert Fee - Berger Consulting	1.00	\$10,640.00	\$10,640.00
Expense	01/28/2026	Document retrieval fee: Minute Order re deadline	1.00	\$7.50	\$7.50

to file Motion for Preliminary Approval

Expenses Subtotal	\$44,440.19
Subtotal	\$208,168.72
Total	\$208,168.72

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #7

Desmond, Marcello & Amster, LLC

222 Pacific Coast Highway 10th Floor

El Segundo, CA 90245

Tel: 310-216-1400

accounting@dmavalue.com

www.dmavalue.com

Norman Blumenthal
Blumenthal, Nordrehaug & Bhowmik
2255 Calle Clara
La Jolla, CA 92037

INVOICE

TAX ID: 26-0362647

INVOICE DATE: 8/31/2024

INVOICE NO: 310782

BILLING THROUGH: 8/31/2024

Re: Covidien-Medtronic (Rodriguez v) - 12

PROFESSIONAL SERVICES

EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
Chris Leavins, Analyst	Source Data Preparation	7.00	\$125.000	\$875.00
TOTAL SERVICES		7.00		\$875.00

AMOUNT DUE THIS INVOICE \$875.00

PREVIOUS BALANCE \$0.00

TOTAL AMOUNT DUE INCLUDING THIS INVOICE \$875.00

This invoice is due upon receipt

Pay Now

Please make checks payable to "Desmond, Marcello & Amster, LLC" and mail to:

DM&A

222 Pacific Coast Hwy, 10th Fl

El Segundo, CA 90245

To pay electronically, please click on blue "Pay Now" button. Secure ACH payments are free of charge, while credit card payments have a processing fee of 3.29%. Thank you.

CA 3231

NOTES

Jesmond, Marcello & Amster, LLC

222 Pacific Coast Highway 10th Floor

El Segundo, CA 90245

Tel: 310-216-1400

accounting@dmavalue.com

www.dmavalue.com

Norman Blumenthal
Blumenthal, Nordrehaug & Bhowmik
2255 Calle Clara
La Jolla, CA 92037

INVOICE

TAX ID: 26-0362647

INVOICE DATE: 9/30/2024

INVOICE NO: 310855

BILLING THROUGH: 9/30/2024

Re: Covidien-Medtronic (Rodriguez v) - 12

PROFESSIONAL SERVICES

EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
Eric Lietzow, Principal	Source Data Analysis	2.50	\$350.000	\$875.00
Chris Leavins, Analyst	Source Data Preparation	3.25	\$125.000	\$406.25
TOTAL SERVICES		5.75		\$1,281.25

AMOUNT DUE THIS INVOICE \$1,281.25

PREVIOUS BALANCE \$0.00

TOTAL AMOUNT DUE INCLUDING THIS INVOICE \$1,281.25

This invoice is due upon receipt

Pay Now

Please make checks payable to "Desmond, Marcello & Amster, LLC" and mail to:

DM&A

222 Pacific Coast Hwy, 10th Fl

El Segundo, CA 90245

To pay electronically, please click on blue "Pay Now" button. Secure ACH payments are free of charge, while credit card payments have a processing fee of 3.29%. Thank you.

CA 3231

Desmond, Marcello & Amster, LLC

222 Pacific Coast Highway 10th Floor

El Segundo, CA 90245

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CA 3231

Norman Blumenthal
Blumenthal, Nordrehaug & Bhowmik
2255 Calle Clara
La Jolla, CA 92037

INVOICE

TAX ID: 26-0362647

INVOICE DATE: 1/31/2025

INVOICE NO: 311134

BILLING THROUGH: 1/31/2025

Re: Covidien-Medtronic (Rodriguez v) - 12

PROFESSIONAL SERVICES

EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
Eric Lietzow, Principal	Other Consulting & Analysis	0.75	\$350.000	\$262.50
TOTAL SERVICES		0.75		\$262.50

AMOUNT DUE THIS INVOICE \$262.50

PREVIOUS BALANCE \$0.00

TOTAL AMOUNT DUE INCLUDING THIS INVOICE \$262.50

This invoice is due upon receipt

Pay Now

Please make checks payable to "Desmond, Marcello & Amster, LLC" and mail to:

DM&A

222 Pacific Coast Hwy, 10th Fl

El Segundo, CA 90245

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El Segundo, CA 90245

Tel: 310-216-1400

accounting@dmavalue.com

www.dmavalue.com

Norman Blumenthal
Blumenthal, Nordrehaug & Bhowmik
2255 Calle Clara
La Jolla, CA 92037

INVOICE

TAX ID: 26-0362647

INVOICE DATE: 2/28/2025

INVOICE NO: 311215

BILLING THROUGH: 2/28/2025

Re: Covidien-Medtronic (Rodriguez v) - 12

CA 3231

PROFESSIONAL SERVICES

EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
Eric Lietzow, Principal	Damage Analysis	2.75	\$350.000	\$962.50
	Source Data Analysis	3.50	\$350.000	\$1,225.00
Silvia Tauber, Manager	Damage Analysis	8.00	\$200.000	\$1,600.00
	Source Data Analysis	4.50	\$200.000	\$900.00
Chris Leavins, Analyst	Source Data Preparation	19.50	\$125.000	\$2,437.50
TOTAL SERVICES		38.25		\$7,125.00

AMOUNT DUE THIS INVOICE \$7,125.00

PREVIOUS BALANCE \$0.00

TOTAL AMOUNT DUE INCLUDING THIS INVOICE \$7,125.00

This invoice is due upon receipt

Pay Now

Please make checks payable to "Desmond, Marcello & Amster, LLC" and mail to:

DM&A

222 Pacific Coast Hwy, 10th Fl

El Segundo, CA 90245

To pay electronically, please click on blue "Pay Now" button. Secure ACH payments are free of charge, while credit card payments have a processing fee of 3.29%. Thank you.



Berger Consulting Group
P.O. Box 261954
Encino, CA 91426

INVOICE DATE: 9/18/2025
DUE DATE: 10/19/2025
INVOICE # 16134
FOR: *Rodriguez v
Covidien and
Medtronic II*

Bill To:
Blumenthal Nordrehaug Bhowmik De Blouw LLP

CA 3231

DESCRIPTION	AMOUNT
Rodriguez v Covidien and Medtronic II (22.40 hours @ 475/hr Rate)	\$10,640.00
TOTAL	\$10,640.00

Please make all checks payable to: Berger Consulting Group, LLC
P.O. Box 261954
Encino, CA 91426

For invoice inquiries or information regarding electronic payment: accounting@bergerconsultinggroup.com

10/19/2025



Invoice

M Resolution

925 Highland Pointe Drive, Suite 300
Roseville, CA 95678
United States
US EIN 33-2093860

Bill to

Norman Blumenthal
Blumenthal Nodrehaug &
Bhowmik (BNBD)
2255 Calle Clara
San Diego, CA 92037
United States

Invoice number 6557**Invoice date** May 29, 2025**Due date** June 13, 2025**Mediation Date** September 10, 2025**Mediation Name** Amalia Rodriguez v. Covidien LP;
Medtronic, Inc.; Medtronic USA,
Inc.**Total** **\$14,000.00**[Pay for this invoice online](#)

PRODUCTS & SERVICES	QTY	UNIT PRICE	AMOUNT
Plaintiff Mediation Fees	1	\$14,000.00	\$14,000.00

Subtotal	\$14,000.00
Total	\$14,000.00

Comments

If you have any questions, please contact admin@mresolution.com

[Please click here for a copy of our W-9](#)

All fees are listed in USD and are subject to sales tax (as applicable).