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 AND PAGA SETTLEMENT** Hearing Date: October 15, 2026 Hearing Time: 2:00 p.m. Judge: Hon. Melissa R. McCormick Dept.: CX105 Action Filed: April 18, 2024 Trial Date: Not Set

This matter, having come before the Honorable Melissa R. McCormick of the Superior Court of the State of California, in and for the County Orange, on October 15, 2026, for the motion by Plaintiff Amalia Rodriguez ("Plaintiff") for preliminary approval of the class and PAGA settlement with Defendant Covidien LP ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Class Action and PAGA Settlement Agreement attached as Exhibit #1 hereto as modified by the First Amendment to the Class Action and PAGA Settlement Agreement attached hereto as Exhibit #2 (collectively the "Agreement"). This is based on the Court's determination that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement. Capitalized terms herein shall have the definitions set forth in the Agreement.

2. The Gross Settlement Amount is One Million Six Hundred Ten Thousand Dollars ($1,610,000), and provides for the following disbursements subject to Court approval: (1) Class Counsel Fees Payment not exceed $483,000; (2) Class Counsel Litigation Expenses Payment not to exceed $50,000; (3) Administration Expenses Payment not to exceed $12,950; (4) the Class Representative Service Payment to the Plaintiff in an amount not to exceed $15,000; and (5) the PAGA Penalties payment of $100,000 to be allocated 75% ($75,000) to the California Labor and Workforce Development Agency ("LWDA") and 25% ($25,000) to the Aggrieved Employees as their Individual PAGA Payments. The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for the PAGA Penalties, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

Payment, and the Administration Expenses Payment is the "Net Settlement Amount" which shall be allocated to Class Members as their Individual Class Payments.

3. Based on a review of the motion papers, it appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable to the Class. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arms-length negotiations after mediation with a respected mediator, Brandon McKelvey, Esq. The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues. The Settlement falls within the range 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.

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

5. 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 March 18, 2027 at 2:00 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.

6. Plaintiff shall serve this Order on the LWDA.

7. For settlement purposes only, the Court preliminarily 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 956 individuals in the Class.

8. The Agreement provides for a PAGA Penalties payment of $100,000 relating to the claim for penalties under PAGA, of which 75% ($75,000) is allocated to the LWDA PAGA Payment and 25% ($25,000) is allocated to the "Individual PAGA Payments" to the Aggrieved Employees (the "PAGA Employee Fund"). 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. "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. The "PAGA Period" is May 27, 2023 through November 11, 2025.

9. 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.

10. The Court hereby approves, as to form and content, the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") attached hereto as Exhibit #3. 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.

11. The Court approves, as to the form and content, the Request for Exclusion Form, Objection 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 #4, #5 and #6, respectively.

12. 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 extended an additional 14 days. Any such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who requests exclusion from the Class will still recover their portion of the PAGA Penalties and will be

bound by the release of the Released PAGA Claims). Class Members who have not timely requested exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for exclusion may only opt out that particular individual, and any attempt to affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

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

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

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

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

17. Pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h), the Court retains continuing jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

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

IT IS SO ORDERED.

Dated: _____

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

EXHIBIT #1

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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

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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.

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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.

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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

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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

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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;

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(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

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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

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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

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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.

Docusign Envelope ID: FF307F1B-5254-4C04-B497-AE05A839A2B0

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

Docusign Envelope ID: FF307F1B-5254-4C04-B497-AE05A839A2B0

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.

Docusign Envelope ID: FF307F1B-5254-4C04-B497-AE05A839A2B0

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 Receipient. 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

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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;

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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

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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, which ever 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

Docusign Envelope ID: FF307F1B-5254-4C04-B497-AE05A839A2B0

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).

Docusign Envelope ID: FF307F1B-5254-4C04-B497-AE05A839A2B0

(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

Docusign Envelope ID: FF307F1B-5254-4C04-B497-AE05A839A2B0

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.

Docusign Envelope ID: FF307F1B-5254-4C04-B497-AE05A839A2B0

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

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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

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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

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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:

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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

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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
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Approved as to form:

Dated: 03/11/2026

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

EXHIBIT #2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiff

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**

FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Hearing Date: October 15, 2026
Hearing Time: 2:00 p.m.

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

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

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Amalia Rodriguez ("Plaintiff") and Defendant Covidien LP ("Defendant") (collectively "the Parties"), to amend and modify the Class Action and PAGA Settlement Agreement (the "Agreement") and the exhibits thereto, filed on March 27, 2026 as Exhibit 1 to the Declaration of Kyle Nordrehaug [ROA #82], with this First Amendment to the Class Action and PAGA Settlement Agreement

("Amendment").

WHEREAS, on June 11, 2026, the Court ruled on the motion for preliminary approval of the class and PAGA settlement and the Agreement and ordered the Parties to make certain revisions to the Agreement, the Class Notice (including the Objection form, the Request for Exclusion form and the Dispute form), and the Proposed Preliminary Approval Order;

WHEREAS, paragraphs 13.5 and 13.9 of the Agreement provides for the Parties to modify the Agreement in writing and to execute documents required to effectuate the terms of this Agreement including any amendments to the Agreement;

WHEREAS, the Parties agree to modify the "Released Class Claims" definition in the Agreement at paragraph 1.38 to make the revisions ordered by the Court such that paragraph 1.38 shall read as follows:

> 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 reasonably could have been alleged under California law based on the facts alleged in 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.

WHEREAS, the Parties agree to modify the "Released PAGA Claims" definition in the

Agreement at paragraph 1.39 to make the revisions ordered by the Court such that paragraph 1.39 shall read as follows:

> 1.39. "Released PAGA Claims" mean all PAGA claims for civil penalties arising at any time during the PAGA Period based on the facts alleged in the Operative Complaint and the PAGA Notice letter to the LWDA.

WHEREAS, the Parties agree to modify the "Released Parties" definition in the Agreement at paragraph 1.40 to make the revisions ordered by the Court such that paragraph 1.40 shall read as follows:

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

WHEREAS, the Parties agree to modify the Recitals in the Agreement at paragraph 2.1 to reflect that the Action was commenced on April 18, 2024.

WHEREAS, the Parties agree to modify the Recitals in the Agreement at paragraph 2.2 to reflect that the First Amended Complaint was filed on October 23, 2024.

WHEREAS, the Parties agree to modify the "Individual PAGA Payment" definition in the Agreement at paragraph 3.2(d)(i) to make the revisions ordered by the Court such that paragraph 3.2(d)(i) shall read as follows:

> i. The amount for each Individual PAGA Payment will be determined by converting the Aggrieved Employee Fund into a PAGA Pay Period Value. The PAGA Pay Period Value will be established by dividing the $25,000 Aggrieved 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.

WHEREAS, the Parties agree to modify the "Challenges to Calculations of Workweeks" in the Agreement at paragraph 8.6 to make the revisions ordered by the Court such that paragraph 8.6 shall read as follows:

> 8.6. Challenges to Calculation of Workweeks and PAGA Pay Periods. 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 Parties shall file with the Court all disputes submitted by Class members, the evidence submitted, and the resolution of the disputes, and although the Administrator may make the initial decision regarding claim disputes, the Court may review and decision by the Administration regarding a claim dispute. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's initial determination as to the challenges.

WHEREAS, the Parties agree to modify the "ESCALATOR CLAUSE" in the Agreement at paragraph 9 to make the revisions ordered by the Court such that paragraph 9 shall read as follows:

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 will increase the Gross Settlement Amount that exceeds 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.

WHEREAS, the Parties have agreed to modify the Class Notice, Request for Exclusion form, Objection form, and Dispute form attached to the Agreement as Exhibit A to be consistent with the above amendments, and the revised Class Notice, Request for Exclusion form, Objection form, and Dispute form to be approved by the Court are attached hereto as Exhibit A;

WHEREAS, the Parties have agreed to modify the Proposed Order Granting Motion for Preliminary Approval attached to the Agreement as Exhibit B to be consistent with the above amendments, and the revised Proposed Order Granting Motion for Preliminary Approval to be approved by the Court is attached hereto as Exhibit B. As requested by the Court, the revised Proposed Order also includes a paragraph regarding Court's continuing jurisdiction pursuant to CCP § 664.6 and CRC 3.769(h) and information regarding proposed disbursements from Gross

Settlement Amount for attorneys' fees, litigation costs, administration costs, service awards, and PAGA penalties;

WHEREAS, the Parties have agreed to modify the Proposed Final Approval Order and Judgment attached to the Agreement as Exhibit C to be consistent with the above amendments, and the revised Proposed Final Approval Order and Judgment to be used is attached hereto as Exhibit C.

NOW THEREFORE, the Parties agree to modify and amend the Agreement at paragraphs 1.38, 1.39, 1.40, 2.1, 2.2, 3.2(d)(i), 8.6, and 9 as set forth above and to revise Exhibits A, B and C to the forms attached hereto.

Dated: Amalia Rodriguez, 2026

Amalia Rodriguez
Amalia Rodriguez (Sep 28, 2026 16:13:18 PDT)
Plaintiff Amalia Rodriguez

Dated: _____, 2026

_____
_____[name]
For Defendant Covidien LP

Dated: 9/29/26, 2026

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Approved as to form:

Dated: _____, 2026

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

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Settlement Amount for attorneys' fees, litigation costs, administration costs, service awards, and PAGA penalties;

WHEREAS, the Parties have agreed to modify the Proposed Final Approval Order and Judgment attached to the Agreement as Exhibit C to be consistent with the above amendments, and the revised Proposed Final Approval Order and Judgment to be used is attached hereto as Exhibit C.

NOW THEREFORE, the Parties agree to modify and amend the Agreement at paragraphs 1.38, 1.39, 1.40, 2.1, 2.2, 3.2(d)(i), 8.6, and 9 as set forth above and to revise Exhibits A, B and C to the forms attached hereto.

Dated: _____, 2026

_____
Plaintiff Daniela Cardenas Bojorquez

Dated: September 30, 2026

Signed by:
Rebecca Goldstein
9885583C2027495...

_____
Rebecca Goldstein [name]
For Defendant Covidien LP

Dated: _____, 2026

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

Approved as to form:

Dated: 9/30/2026

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

EXHIBIT #3

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA 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 and PAGA 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 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, you must submit either the enclosed, separate Dispute Form with supporting documents or a written, signed dispute as provided below. **The Administrator may make an initial determination concerning the number of workweeks and/or PAGA Pay Periods you will be compensated for, the Court may review any decision(s) made by the Administrator.** 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 2:00 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 April 18, 2024, Plaintiff Amalia Rodriguez ("Plaintiff") filed a lawsuit alleging class claims against Defendants Covidien LP, Medtronic, Inc., and Medtronic USA, Inc. in the Superior Court of the State of California, County of Orange (the "Class Action"). Defendant Covidien LP is referred to herein as the "Defendant". 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 October 23, 2024, 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 and PAGA 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 has 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 and the First Amendment to the Class Action and PAGA Settlement Agreement (collectively the "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 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, 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 attorneys' fees not to exceed $483,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed $50,000.

- *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 reasonably could have been alleged under California law based on the facts alleged in 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 based on the facts alleged in the Operative Complaint and the PAGA Notice letter to the LWDA.

"Released Parties" collectively mean: Defendant and Medtronic, Inc., Medtronic USA, Inc., and subsidiaries, and parents.

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 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 2:00 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 posted 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.

AVISO APROBADO POR LA CORTE DE ACUERDO DE DEMANDA COLECTIVA Y BAJO LA PAGA Y FECHA DE AUDIENCIA PARA APROBACIÓN FINAL DE LA CORTE

***Amalia Rodriguez v. Covidien LP, y otros,* Corte Superior del Estado de California, Condado de Orange, Caso No. 30-2024-01394865-CU-OE-CXC**

Una corte autorizó este aviso. Esta no es una solicitación.
Esta no es una demanda en contra de usted y no está siendo demandado.

Para: Todos los empleados y exempleados del Demandado Covidien LP quienes trabajaron para y fueron pagados por el Demandado Covidien LP en el Estado de California durante el Periodo del Grupo (desde el 16 de septiembre de 2021 hasta el 11 de noviembre de 2025).

La Corte Superior del Estado de California, Condado de Orange, ha otorgado aprobación final del acuerdo propuesto de la demanda antes titulada. Porque sus derechos pueden ser afectados por este acuerdo, por favor lea este Aviso Aprobado por la Corte de Acuerdo de Demanda Colectiva y bajo la PAGA y Fecha de Audiencia para Aprobación Final de la Corte (el "Aviso Colectivo") cuidadosamente. El propósito de este Aviso Colectivo es brindar una descripción de los reclamos alegados en la acción, los términos clave del acuerdo y sus derechos y opciones con respecto al acuerdo.

SUS DERECHOS LEGALES PUEDEN SER AFECTADOS YA SEA USTED ACTÚE O NO ACTÚE. POR FAVOR LEA ESTE AVISO COLECTIVO CUIDADOSAMENTE.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO :	
No Hacer Algo y Recibir un Pago	Para recibir un pago en efectivo del Acuerdo, usted **no** tiene que hacer algo. **Su Pago Individual del Grupo estimado es de: $<<___>>. Vea la explicación en la Sección 5 a continuación.** Después de la aprobación final por parte de la Corte, el pago será enviado por correo a la misma dirección que este Aviso Colectivo. A cambio por este pago del acuerdo, usted exonerará los reclamos tal como se detallan en la Sección 4 a continuación. Si su dirección ha cambiado, usted debe notificar al Administrador tal como se explica en la Sección 6 a continuación.
Impugnar el Número de Semanas de Trabajo **La Fecha Límite de Respuesta es _____.**	Para impugnar el número de semanas de trabajo y/o Periodos de Pago bajo la PAGA enumerados en la Sección 5 a continuación, usted debe presentar ya sea el Formulario de Disputa adjunto y por separado con documentos de respaldo o una disputa por escrito y firmada tal como se dispone a continuación. **El Administrador puede hacer una determinación inicial en relación al número de semanas de trabajo y/o Periodos de Pago bajo la PAGA por los que usted será compensado, la Corte puede revisar cualquier decisión hecha por el Administrador.** Si usted se excluye a usted mismo según a continuación, usted solo puede impugnar el número de Periodos de Pago bajo la PAGA que usted trabajó. Las instrucciones se establecen en la Sección 5 a continuación.
Excluirse a Usted Mismo	Para excluirse a usted mismo, usted debe enviar ya sea el Formulario de Solicitud para Exclusión adjunto y por separado o una solicitud para exclusión escrita al Administrador tal como se dispone a continuación. **Si usted solicita su exclusión,**

La Fecha Límite de Respuesta es el _____.	**usted no recibirá ningún dinero de la porción de la demanda colectiva del Acuerdo y usted no estará sujeto a la porción de la demanda colectiva del Acuerdo.** Si usted es un Empleado Agraviado y se excluye a usted mismo, a usted siempre se le pagará por su porción de las Penalidades bajo la PAGA y permanecerá sujeto a la exoneración de los Reclamos Exonerados bajo la PAGA sin importar si usted presenta una solicitud para exclusión del Grupo. Las instrucciones se establecen en la Sección 7 a continuación.
Objetar **La Fecha Límite de Respuesta es el _____.**	Para objetar al acuerdo, usted debe enviar ya sea el Formulario para Objeción adjunto y por separado o una declaración escrita al Administrador y a los Abogados de las Partes sobre el por qué usted no está de acuerdo con el acuerdo. Si usted no envía el Formulario para Objeción o una declaración escrita al Administrador y a los Abogados de las Partes, entonces usted debe comparecer en la Audiencia de Aprobación Final para hacer una objeción oral. La Audiencia de Aprobación Final de la Corte está programada a tomar lugar el _____ a las 2:00 p.m., en la Corte Superior del Condado de Orange, ubicada en 751 West Santa Ana Blvd., Santa Ana, CA 92701, ante la Jueza Melissa R. McCormick en el Departamento CX105. Las direcciones en relación a las Objeciones se disponen en la Sección 8 a continuación.

1. ¿Por qué recibí este Aviso Colectivo?

El 18 de abril de 2024, la Demandante, Amalia Rodriguez (la "Demandante") presentó una demanda alegando reclamos colectivos en contra de los Demandados Covidien LP, Medtronic, Inc., y Medtronic USA, Inc. en la Corte Superior del Estado de California, Condado de Orange (la "Demanda Colectiva"). El Demandado, Covidien LP se refiere dentro de la presente como el "Demandado". La Demanda Colectiva aseguró los siguientes reclamos en contra del Demandado: competencia desleal, fallar en pagar salarios mínimos, fallar en pagar salarios por horas extra, fallar en brindar los periodos de comida requeridos, fallar en brindar los periodos de descanso requeridos, fallar en brindar estados de cuentas de salarios exactos y detallados, fallara en reembolsar a los empleados por los gastos requeridos, fallar en brindar los salarios cuando se adeudan, penalidades por tiempos de espera, y fallar en pagar salarios por enfermedad.

El 23 de octubre de 2024, la Demandante presentó el Primer Reclamo Enmendado de Demanda Colectiva (el "FAC" por sus siglas en inglés de "First Ammended Complaint") en la Demanda para poder agregar un reclamo adicional bajo el Reclamo de Demanda Representativa en contra del Demandado (el "reclamo bajo la PAGA"). El reclamo bajo la PAGA de la Demandante aseguró reclamos en contra del Demandado por Penalidades Civiles en cumplimiento al Código de Trabajo §§ 2699, *y siguientes* por supuestas violaciones del Código de Trabajo §§ 201, 202, 203, 204 y siguientes, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, Código de Regulaciones de California, Título 8, Sección 11040, Subdivisión 5(A)-(B), Código de Regulaciones de California, Título 8, Sección 1 1070(14) (Fallar en Brindar Asientos Adecuados) y las Órdenes de Salarios aplicables. El FAC es referido como el "Reclamo Operativo".

En cumplimiento a la orden de la corte, usted por este medio es notificado que la Demandante y el Demandado han alcanzado un acuerdo propuesto de demanda colectiva y bajo la PAGA (el "Acuerdo") de la demanda antes referenciada y pendiente en la Corte Superior del Estado de California, en y para el Condado de Orange (la "Corte") ha sido alcanzado entre la Demandante y el Demandado. La Honorable Melissa R. McCormick ha sido asignada como la jueza que preside la Demanda y el Acuerdo.

La Corte ha otorgado Aprobación Preliminar del Acuerdo. La Corte condicionalmente certificó al Grupo para propósitos del acuerdo únicamente y ha instruido que usted reciba este Aviso Colectivo para brindar un resumen del Acuerdo para que usted pueda entender mejor sus derechos y opciones bajo el Acuerdo. Los términos en mayúsculas en este Aviso Colectivo se definen dentro de la presenta y/o en el Acuerdo de Conciliación de Demanda Colectiva y bajo la PAGA y la Primer Enmienda al Acuerdo de Conciliación de Demanda Colectiva y bajo la PAGA (colectivamente el "Acuerdo").

Usted ha recibido este Aviso Colectivo porque usted ha sido identificado como un miembro del Grupo y puede tener derecho a recibir dinero de este Acuerdo.

El Grupo se define como:

> Todos los empleados y exempleados del Demandado quienes trabajaron para y fueron pagados por el Demandado en el estado de California durante el Periodo del Grupo.
>
> El Periodo del Grupo es del 16 de septiembre de 2021 hasta el 11 de noviembre de 2025.

Es importante que usted lea este Aviso Colectivo cuidadosamente ya que sus derechos pueden ser afectados por el Acuerdo.

2. ¿De qué se trata esta demanda de acción colectiva?

En el Reclamo Operativo, la Demandante alega los siguientes reclamos colectivos en contra del Demandado: (1) competencia desleal; (2) fallar en pagar salarios mínimos; (3) fallar en pagar salarios por horas extra; (4) fallar en brindar periodos de comida; (5) fallar en brindar periodos de descanso; (6) fallar en brindar estados de cuentas de salarios exactos y detallados; (7) fallar en reembolsar a los empleados por los gastos requeridos; (8) fallar en brindar salarios cuando se adeuden; y (9) fallar en pagar salarios por enfermedad. El Reclamo Operativo también alega un reclamo representativo bajo la Ley General de Abogados Privados de California, Cód. de Trabajo de Cal. §§ 2698, *y siguientes* (la "PAGA" por sus siglas en inglés de "Private Attorneys General Act") por penalidades civiles basados en las supuestas violaciones anteriores.

El Demandado niega cualquier mal actuar o responsabilidad legal que surja de los reclamos alegados en el Reclamo Operativo. El Demandado niega las alegaciones en el Reclamo operativo, niega cualquier falla en cumplir con las leyes identificadas en el Reclamo Operativo y niega cualquier y toda responsabilidad por las causas de acción alegadas en el Reclamo operativo. El Demandado niega además que, para cualquier propósito distinto a la liquidación de reclamos, que los reclamos colectivos de la Demandante sean apropiados para un tratamiento colectivo. El Demandado aseguró numerosas defensas procesales y legales a la Demanda y contiende que los hechos y la ley aplicable no permiten para una compensación monetaria o de otro tipo para la Demandante o para el Grupo. El Demandado desea liquidar estos reclamos solo para evitar la litigación costosa, disruptiva y que consume tiempo. El Acuerdo representa un compromiso y liquidación de los reclamos altamente disputados. Nada en el Acuerdo tiene la intención o será interpretado como una admisión por parte del Demandado que los reclamos de la Demandante en la demanda tienen algún mérito, que tiene alguna responsabilidad hacia la Demandante o al grupo de individuos que la Demandante busca representar en esta demanda, o que ha realizado cualquier mal actuar.

La Corte no tomado ninguna determinación en cuanto a si los reclamos de la Demandante tienen algún mérito. En otras palabras, la Corte no ha determinado si alguna ley ha sido violada o no, ni ha decidido a favor de la Demandante o del Demandado. En lugar de ello, ambas partes están de acuerdo en resolver la Demanda con ninguna decisión u admisión de quién está en lo correcto o incorrecto.

La Corte otorgó aprobación preliminar del Acuerdo el <<INSERT PRELIMINARY APPROVAL DATE>>. En ese momento, la Corte también aprobó preliminarmente que la Demandante sirva como Representante del Grupo, y al bufete legal de Blumenthal Nordrehaug Bhowmik De Blouw LLP que sirva como los Abogados del Grupo. Al otorgar aprobación preliminar del Acuerdo, la Corte ha determinado que hay suficiente evidencia que el Acuerdo propuesto es justo, adecuado y razonable, y que cual determinación final de estos asuntos se hará en la Audiencia de Aprobación Final en relación al Acuerdo.

3. ¿Cuáles son los términos del Acuerdo?

Monto Bruto del Acuerdo. El Demandado ha acordado en pagar un monto "todo incluido" de Un Millón Seiscientos Diez Mil Dólares y Cero Centavos ($1,610,000) para financiar la liquidación de la Demanda.

Los Montos a ser Pagados del Monto Bruto del Acuerdo. El Acuerdo dispone que se hagan ciertos pagos del Monto Bruto del Acuerdo de la siguiente forma, el cual estará sujeto a aprobación final de la Corte y el cual será deducido del Monto Bruto del Acuerdo antes de que se hagan los Pagos Individuales del Grupo a los Miembros del Grupo quienes **no** presenten una Solicitud para Exclusión válida y oportunamente (los "Miembros Participantes del Grupo"):

- *Pago de los Gastos de Administración*. El Pago al Administrador, estimado en no exceder los $12,950 por gastos, incluyendo notificar a los Miembros del Grupo del Acuerdo, distribuir los Pagos Individuales del Grupo y los formularios fiscales, y manejar preguntas sobre el Acuerdo.

- *El Pago por Honorarios Legales de los Abogados del Grupo y el Pago de los Gastos de Litigación de los Abogados del Grupo*. El pago a los Abogados del Grupo por honorarios de los abogados que no excederán $483,000, y un monto adicional para reembolsar los costos de litigación reales incurridos por la Demandante que no excederán los $50,000.

- *El Pago por Servicio a la Representante del Grupo*. El Pago por Servicio a la Representante del Grupo en un monto que no excederá los $15,000 a la Demandante, sujeto a la aprobación de la Corte, para compensar a la Demandante por los servicios en nombre del Grupo en iniciar y litigar os reclamos, y por los riesgos a los que se sometió la Demandante.

- *Penalidades bajo la PAGA.* Un pago de $100,000 en relación al reclamo por penalidades bajo la PAGA, del cual el 75% ($75,000) serán pagados a la Agencia de Desarrollo de Trabajo y Fuerza Laboral de California (la "LWDA", por sus siglas en inglés de Labor and Workforce Development Agency) y el 25% ($25,000) del cual será distribuido como "Pagos Individuales bajo la PAGA" a los Empleados Agraviados calculado por (a) dividir el monto de la porción del 25% de Penalidades bajo la PAGA ($25,000) de los Empleados Agraviados por el número total de Periodos de Pago bajo la PAGA trabajados por todos los Empleados Agraviados durante el Periodo bajo la PAGA y (b) multiplicando el resultado por los Periodos de Pago bajo la PAGA de cada Empleado Agraviado.

    - El "Periodo bajo la PAGA" es del 27 de mayo de 2023 hasta el 11 de noviembre de 2025.

    - Los "Empleados Agraviados" significan todos los empleados y exempleados del Demandado en California quienes trabajaron y fueron pagados por el Demandado durante el Periodo bajo la PAGA. Como parte de la resolución del reclamo bajo la PAGA a través de este Pago bajo la PAGA, los Empleados Agraviados exonerarán todos los Reclamos Exonerados bajo la PAGA por penalidades civiles tal como se establece a continuación.

El Cálculo de los Pagos a los Miembros del Grupo (los "Pagos Individuales del Grupo").

El "Monto Neto del Acuerdo" significa el monto total disponible para el pago a los Miembros Participantes del Grupo que es igual al Monto Bruto del Acuerdo menos los pagos antes descritos de Pago por Servicio a la Representante del Grupo, el Pago de los Honorarios Legales de los Abogados del Grupo, el Pago de los Gastos de Litigación de los Abogados del Grupo, el pago de Penalidades bajo la PAGA y el Pago de Gastos de Administración. El Monto Neto del Acuerdo se estima que es de al menos $892,834. El Administrador pagará un Pago Individual del Grupo del Monto Neto del Acuerdo a cada Miembro Participante del Grupo. El Pago Individual del Grupo para cada Miembro Participante del Grupo será calculado al (a) dividir el Monto Neto del Acuerdo por el número total de Semanas de Trabajo trabajadas por todos los Miembros Participantes del Grupo durante el Periodo del Grupo y (b) al multiplicar el resultado por las Semanas de Trabajo de cada Miembro del Grupo. Las "Semanas de Trabajo" significan cualquier semana durante el Periodo del Grupo en el cual un Miembro del Grupo realmente trabajó cualquier cantidad de horas para el Demandado al menos un día. El número de Semanas de Trabajo estará basado en los registros del Demandado, sin embargo, los Miembros del Grupo pueden impugnar el número de Semanas de Trabajo tal como se explica a continuación.

Condiciones del Acuerdo. Este Acuerdo está condicionado a que la Corte ingrese una orden que otorgue aprobación final del Acuerdo e ingrese una Sentencia.

4. ¿Qué estoy Exonerando Bajo el Acuerdo?

Los Reclamos Exonerados del Grupo. Efectivo en la fecha en que el Demandado financie el Monto Bruto del Acuerdo completo y financie todos los impuestos de nómina de pago adeudados sobre la Porción Salarial de los Pagos Individuales del Grupo, todos los Miembros Participantes del Grupo, en nombre de ellos mismos y sus respectivos pasados y presentes representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, exoneran a las Partes Exonerados de los Reclamos Exonerados del Grupo. Los "Reclamos Exonerados del Grupo" son todos los reclamos que surgen en cualquier momento durante el Periodo del Grupo que fueron o que razonablemente pudieron haber sido asegurados en la Demanda en base los hechos alegados en el Reclamo Operativo. Esto incluye reclamos por salarios, penalidades estatutarias y civiles, daños y daños liquidados, intereses, honorarios y costos que fueron o que razonablemente pudieron haber sido alegados bajo la ley de California en base a los hechos alegados en el Primer Reclamo Enmendado de Demanda Colectiva y Representativa presentado el 23 de octubre de 2024, incluyendo los siguientes reclamos durante el Periodo del Grupo: (1) reclamos por fallar en pagar salarios mínimos y/o compensación por horas extra por todas las horas trabajadas en base a cualquier teoría, incluyendo pero sin limitación a trabajo fuera del horario de trabajo y fallar en calcular correctamente la tasa regular de pago; (2) fallar en brindar periodos de comida o pagar una prima en lugar de los mismos; (3) fallar en autorizar y permitir periodos de descanso o pagar una prima en lugar de los mismos; (4) fallar en pagar oportunamente los salarios finales al momento de terminación/finalización del empleo; (5) estados de cuenta de salarios inexactos; (6) fallar en reembolsar a los empleados por sus gastos de negocios; (7) prácticas de negocios desleales; (8) fallar en pagar todos los salarios adeudados por vacaciones al momento de terminación de empleo; y (9) fallar en pagar licencia por enfermedad en cumplimiento con la ley de California; y (10) reclamos por honorarios y costos legales de los abogados incurridos en la litigación de la demanda en nombre del Grupo. Las partes estuvieron enteradas de la retención en *Rangel v. PLS Check Cashers of Cal., Inc*. 889 F.3d 1106 (9th Cir. 2018) el cual sostuvo que los reclamos bajo la Ley de Estándares Justos de Trabajo por salarios u horas extras sin pagar están restringidos por un acuerdo por virtud de la doctrina de cosa juzgada (res judicata). Los Reclamos Exonerados del Grupo excluyen todos los demás reclamos incluyendo los supuestos reclamos individuales de la Demandante como la 11ª y 12ª causas de acción, reclamos por beneficios adquiridos, terminación de empleo injustificada, violación de la Ley de Empleo y Vivienda Justas, seguro de desempleo, discapacidad, seguro social, compensación de los trabajadores, reclamos colectivos de California fuera del Periodo del Grupo y reclamos bajo la Paga fuera del Periodo bajo la PAGA.

Esto significa que, si usted no se excluye oportunamente del Acuerdo, usted no puede demandar, continuar la demanda o ser parte de cualquier otra demanda en contra de las Partes Exoneradas para los Reclamos Exonerados

del Grupo resueltos por este Acuerdo. Esto significa que las ordenes de la Corte en la Demanda aplicarán a usted y lo obligarán legalmente.

Los Reclamos Exonerados bajo la PAGA. Efectivo en la fecha en que el Demandado financie el Monto Bruto del Acuerdo completo y financie todos los impuestos de nómina de pago adeudados sobre la Porción Salarial de los Pagos Individuales del Grupo, todos los Empleados Agraviados son considerados que exoneran, en nombre de ellos mismos y sus respectivos pasados y presentes representantes, de los Reclamos Exonerados bajo la PAGA. Los "Reclamos Exonerados bajo la PAGA" son todos los reclamos bajo la PAGA por penalidades civiles que surgen en cualquier momento durante el Periodo bajo la PAGA en base a los hechos alegados en el Reclamo Operativo y la carta de Aviso bajo la PAGA a la LWDA.

Las "Partes Exoneradas" colectivamente significan: el Demandado y Medtronic, Inc., Medtronic USA, Inc., y sus subsidiarias y matrices.

5. ¿De cuánto será mi pago?

Los registros del Demandado reflejan que usted tiene <<_____>> Semanas de Trabajo durante el Periodo del Grupo (desde el 16 de septiembre de 2021 hasta el 11 de noviembre de 2025).

Aunque la participación exacta del Monto Neto del Acuerdo no puede ser calculado con precisión en este momento, basándose en esta información, su Pago Individual del Grupo estimado es de <<_____>>.

[si aplica - Además, su Pago Individual bajo la PAGA es de <<_____>>.]

Si usted desea impugnar la información establecida anteriormente, entonces usted debe presentar ya sea el Formulario de Disputa adjunto y por separado con los documentos de respaldo o una disputa escrita y firmada que impugna la información en conjunto con los documentos de respaldo, al Administrador a la dirección provista en este Aviso Colectivo a no más tardar para la Fecha Límite de Respuesta, la cual es _____ [sesenta (60) días después de su envío por correo de este Aviso Colectivo o unos 14 días adicionales en el caso de un reenvío por correo]. Usted también puede enviar por fax el Formulario de Disputa a o la disputa escrita a _____ o enviar por correo electrónico el Formulario de Disputa a o la disputa escrita a_____ a más tardar la Fecha Límite de Respuesta. Cualquier disputa debe incluir evidencia escrita creíble y será resuelta por el Administrador.

Asuntos Fiscales. Cada Pago Individual del Grupo del Miembro Participante del Grupo será distribuido de la siguiente forma: (1) veinte por ciento (20%) deberá ser distribuido a los salarios alegados por lo cual se emitirá un Formulario W-2 del IRS y que estará sujeto a retenciones de impuestos que se hacen de costumbre de los salarios de los empleados y cualquier otra retención autorizada y requerida; y (2) ochenta por ciento (80%) deberá ser distribuido a la liquidación de los reclamos no salariales, reembolso de gastos contables, intereses y penalidades no sujetas a retenciones salariales, para el cual se emitirá un Formulario 1099 del IRS.

Ni los Abogados del Grupo ni los Abogados del Demandado tienen la intención de que algo contenido en este Aviso Colectivo se constituya como un consejo en cuanto a los impuestos o su fiscalidad. Los asuntos fiscales para cada Miembro Participante del Grupo son únicos para él/ella, y cada Miembro Participante del Grupo puede desear consultar con un asesor fiscal en relación a las consecuencias fiscales de los pagos recibidos bajo el Acuerdo.

6. ¿Cómo puedo obtener un pago?

Para obtener dinero del Acuerdo, **usted no tiene que hacer algo.** Se enviará automáticamente por correo un cheque por su Pago Individual del Grupo y cualquier Pago Individual bajo la PAGA (si aplica) a la misma dirección que este Aviso colectivo. Si su dirección es incorrecta o ha cambiado, usted debe notificar al Administrador. El Administrador es: ILYM Group, Inc. _____ (800) _____.

Si la Corte otorga aprobación final del Acuerdo e ingresa una Sentencia sobre el Acuerdo, y no hay objeciones o apelaciones, su pago del Acuerdo se enviará por correo aproximadamente un mes después de que la aprobación final. Si hay objeciones o apelaciones, los pagos serán retrasados porque resolverlos puede tomar tiempo, usualmente más de un año. Por favor, tenga paciencia.

7. ¿Qué sucede si no quiero ser parte del Acuerdo?

Si usted no desea participar en el Acuerdo, puede excluirse a usted mismo del Acuerdo u "optar por retirarse". **Si usted opta por retirarse, usted NO recibirá dinero de la porción Colectiva del Acuerdo y usted no estará obligado por sus términos, el cual significa que usted retendrá su derecho de demandar al Demandado en cuanto a los Reclamos Exonerados del Grupo resueltos por este Acuerdo**. Sin embargo, a los Empleados Agraviados quienes optaron por retirarse siempre se les pagará su Pago Individual bajo la PAGA y permanecerán obligados por la exoneración de los Reclamos Exonerados bajo la PAGA, sin importar su solicitud para exclusión.

Para optar por retirarse, usted debe enviar por correo al Administrador, por Correo de Primera Clase, ya sea la el Formulario de Solicitud para Exclusión adjunto y por separado o una solicitud para optar por retirarse escrita, firmada y fechada, post sellada a no más tardar la Fecha Límite de Respuesta que es el _____ [sesenta (60) días después de su envío por correo de este Aviso Colectivo o unos 14 días adicionales en el caso de un reenvío por correo]. Usted también puede enviar por fax su Formulario de Solicitud para Exclusión o su solicitud para optar por retirarse a _____ o enviar por correo electrónico su Formulario de Solicitud para Exclusión o su solicitud para optar por retirarse a _____ a más tardar la Fecha Límite de Respuesta. Si brinda una solicitud escrita, firmada y fechada, la solicitud debe establecer en esencia: "Yo deseo ser excluido del Grupo en la demanda de *Amalia Rodriguez v. Covidien LP, y otros*." Las Solicitud para Exclusión o solicitud debe establecer el nombre completo, dirección y número de teléfono del Miembro del Grupo, y el nombre y número de caso, el cual es *Amalia Rodriguez v. Covidien LP, y otros*, Caso No. 30-2024-01394865-CU-OE-CXC. El Formulario de Solicitud para Exclusión o solicitud para optar por retirarse debe ser completado por usted. Ninguna otra persona puede optar por retirarse por un miembro con vida del Grupo.

La dirección para el Administrador es _____. Ausente una buena causa según la Corte, las solicitudes para exclusión escritas que sean enviadas por fax, por correo electrónico o post selladas después del _____, o estén incompletas o sin firmar serán rechazadas, y esos Miembros del Grupo permanecerán obligados por el Acuerdo y las exoneraciones que se describieron anteriormente.

8. ¿Cómo le digo a la Corte que no estoy de acuerdo con el Acuerdo?

Cualquier Miembro del Grupo quien no optó por retirarse y cree que el Acuerdo no debe ser finalmente aprobado por la Corte cualquier razón puede objetar al Acuerdo propuesto, ya sea por escrito o en persona. Las objeciones que se hagan por escrito deberían establecer: (1) el nombre completo, dirección actual y número de teléfono del Miembro del Grupo y las fechas de empleo en California para el Demandado; y (2) las palabras "Aviso de Objeción" u "Objeción Formal"; (3) describir por qué usted cree que el Acuerdo es injusto; y (4) el nombre y número de caso, el cual es *Amalia Rodriguez v. Covidien LP, y otros*, en la Corte Superior del Estado de California, Condado de Orange, Caso No. 30-2024-01394865-CU-OE-CXC.

Para objetar, usted debe enviar por correo al Administrador y a los abogados de las Partes, ya sea el Formulario de Objeción adjunto y separado o una objeción escrita a no más tardar la Fecha Límite de Respuesta del

_____ [sesenta (60) días después de su envío por correo de este Aviso Colectivo o unos 14 días adicionales en el caso de un reenvío por correo]. Usted puede también enviar por fax la objeción a _____o enviar por correo electrónico la objeción a _____ a no más tardar la Fecha Límite de Respuesta.

Alternativamente, los Miembros del Grupo pueden comparecer en la Audiencia de Aprobación Final para hacer una objeción oral sin presentar una objeción escrita. En este momento, la Corte ahora escucha asuntos tanto en persona como remotamente a través de Zoom a través del proceso de registro en línea de la corte. Si usted necesita asistencia, usted puede contactar a los Abogados del Grupo. Por favor revise el sitio web de la Corte para información actualizada e instrucciones en relación a las asistencias y cómo puede ver los procedimientos de la Corte en la dirección: https://www.occourts.org/civil-remote-hearings.

Para objetar al Acuerdo, usted no debe optar por retirarse, y si la Corte aprueba el Acuerdo a pesar de su objeción, usted estará vinculado por los términos del Acuerdo de la misma forma que los Miembros del Grupo quienes no objetaron y a usted siempre se le enviará un cheque por su Pago Individual del Grupo y cualquier Pago Individual bajo la Paga adeudado. Ausente de una buena causa según la Corte, cualquier Miembro del Grupo quien no objete de la forma provista en este Acuerdo Colectivo deberá haber renunciado a cualquier objeción del Acuerdo, ya sea por medio de apelación o de forma similar.

9. ¿Quiénes son los abogados que representan a las Partes?

Las direcciones para los abogados de las Partes son las siguientes:

Los Abogados del Grupo:
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
Correo Electrónico: norm@bamlawca.com
kyle@bamlawca.com
Sitio Web: www.bamlawca.com

Los Abogados para el Demandado:
Jody A. Landry
Robert Geiger
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Teléfono: 619.232.0441
No. de Fax: 619.232.4302
Correo Electrónico:
jlandry@littler.com
rgeiger@littler.com

10. ¿Cuándo y dónde decidirá la Corte si debe aprobar o no el Acuerdo?

La Corte sostendrá una Audiencia de Aprobación Final a las 2:00 p.m. el _____, en el Departamento CX105 de la Corte Superior del California, Condado de Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, ante la Jueza Melissa R. McCormick. En esta audiencia, la Corte considerará si el Acuerdo es o no justo, razonable y adecuado. El propósito de esta audiencia es para que la Corte determine si debe otorgar o no aprobación final del Acuerdo. Si hay objeciones, la Corte las considerará. Esta audiencia puede ser reprogramada por la Corte sin previo aviso a usted. **No se le requiere que usted asista** a la Audiencia de Aprobación Final, aunque cualquier Miembro del Grupo es bienvenido en asistir a la audiencia.

11. ¿Cómo puedo obtener más información sobre el Acuerdo?

Usted puede contactar al Administrador o contactar a los Abogados del Grupo para más información. La información de contacto del Administrador es la siguiente:

El Administrador:

Nombre de la Compañía: ILYM Group, Inc.
Dirección de Correo Electrónico: _____
Dirección de Correo Postal: _____
Número de Teléfono: _____
Número de Fax: _____
Sitio Web del Acuerdo: _____

El Aviso Colectivo resume el Acuerdo propuesto. Se pueden encontrar más detalles en el Acuerdo. Usted puede recibir una copia del Acuerdo, la Sentencia u otros documentos del Acuerdo al ir al sitio web del Administrador en la dirección <<_____>> donde serán publicados a medida se encuentren disponibles. La Sentencia será publicada en el sitio web del Administrador por al menos 180 días. Usted puede obtener más detalles al examinar el archivo de la Corte a través del Acceso a Casos y Documentos Civiles para la Corte Superior de California para el Condado de Orange (https://www.occourts.org/online-services/case-access/) e ingresando el Caso No. 30-2024-01394865.

POR FAVOR NO LLAME A LA CORTE SOBRE ESTE AVISO COLECTIVO.

IMPORTANTE:

- Usted debe informar al Administrador de cualquier cambio de dirección para poder asegurar la recepción de su pago del Acuerdo.

- Los cheques del Acuerdo serán nulos inválidos 180 días después de su emisión si no son depositados o cobrados. En tal caso, el Administrador pagará todos los fondos sin reclamar a la organización sin fines de lucro o fundación aprobada por la Corte consistente con el Código de Procedimientos Civiles Sección 384(b) (el "Beneficiario Cy Pres"). Las Partes solicitan aprobación de la Corte de Legal Aid at Work como el Beneficiario Cy Pres. La Partes, los Abogados del Grupo y los Abogados de la Defensa representan que no tienen algún interés o relación, ya sea financiera o de otro tipo, con el Beneficiario Cy Pres intencionado.

- Si usted perdió o extravió su cheque, usted debe contactar al Administrador de inmediato para solicitar un reemplazo.

EXHIBIT #4

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: _____

_____ _____

(Sign your name here) Date

FORMULARIO DE SOLICITUD PARA EXCLUSIÓN

***Amalia Rodriguez v. Covidien LP, y otros,* Corte Superior del Estado de California, Condado de Orange, Caso No. 30-2024-01394865-CU-OE-CXC**

Yo confirmo que he recibido el Aviso Aprobado por la Corte del Acuerdo de Conciliación de Demanda Colectiva y Fecha de Audiencia para Aprobación Final de la Corte, el cual describe mis derechos y opciones que yo pueda tomar en respuesta al Acuerdo propuesto de las partes en la demanda a la que se hace referencia.

Al firmar y devolver este Formulario de Solicitud para Exclusión, yo confirmo que deseo ser removido del Grupo propuesto, que yo no quiero participar como Miembro del Grupo y que no quiero ser incluido en el Acuerdo Colectivo.

Yo entiendo y reconozco que, al firmar y presentar este formulario: (1) Yo no recibiré ningún dinero del Acuerdo propuesto excepto por mi porción, de haber alguna, de las penalidades civiles distribuido en la liquidación del reclamo bajo la Ley General de Abogados Privados del 2004 del Código de Trabajo de California alegado por la Demandante; (2) Yo no estaré sujeto por la porción colectiva del Acuerdo propuesto y solo estaré sujeto por la exoneración de los Reclamos Exonerados bajo la PAGA; y (3) Yo no tendré ningún derecho para objetar al Acuerdo propuesto.

ESTE FORMULARIO DE EXCLUSIÓN DEBE ESTAR FIRMADO, FECHARSE Y ENVIADO POR CORREO ELECTRÓNICO, FAX O POR CORREO POSTAL POR MEDIO DE CORREO DE PRIMERA CLASE DE LOS ESTADOS UNIDOS A NO MÁS TARDAR [INSERT DATE] AL: ADMINISTRADOR DE AMALIA RODRIGUEZ V. COVIDIEN LP, Y OTROS, C/O ILYM GROUP, INC., [INSERT ADDRESS, EMAIL AND FAX]

Nombre: _____

Dirección: _____

Número de Teléfono: _____

_____ _____

(Firme su nombre aquí) Fecha

EXHIBIT #5

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**

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, 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 _____, OR EMAILED OR FAXED BY_____.

[ ] 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)

_____ _____

(Dates of Employment) (City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

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

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

CORTE SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE ORANGE

AMALIA RODRIGUEZ, un individuo, en nombre de ella misma y en nombre de todas las personas en una situación similar, Los Demandantes, v. COVIDIEN LP, una Asociación Limitada; MEDTRONIC, INC., una Corporación; MEDTRONIC USA, INC., una Corporación; y Demandados Desconocidos 1 al 50, inclusives, Los Demandados.	CASO NO.: **30-2024-01394865-CU-OE-CXC** **FORMULARIO DE OBJECIÓN**

FORMULARIO DE OBJECIÓN

USE ESTE FORMULARIO ÚNICAMENTE SI USTED DESEA OBJETAR AL ACUERDO. PARA OBJETAR A LOS TÉRMINOS DEL ACUERDO, USTED DEBE FIRMAR Y COMPLETAR ESTE FORMULARIO DE MANERA EXACTA Y EN SU TOTALIDAD, INCLUYENDO SU NOMBRE COMPLETO, DIRECCIÓN ACTUAL Y SU FIRMA. USTED DEBE ENVIAR ESTE FORMULARIO POR MEDIO DE CORREO DE PRIMERA CLASE DE LOS ESTADOS UNIDOS AL ADMINISTRADOR (ILYM GROUP) A LA DIRECCIÓN A CONTINUACIÓN DE TAL FORMA QUE SEA POST SELLADO EN O ANTES DEL _____, O ENVIADO POR CORREO ELECTRÓNICO O FAX PARA EL_____.

[ ] YO OBJETO al Acuerdo de *Rodriguez v. Covidien LP, y otros* por las siguientes razones:

_____

_____

_____

_____

[El formulario continua en el reverso]

_____

_____

_____

_____ _____
(Su Firma) (Fecha)

_____ _____
(Su Nombre en Letras de Molde) (Su Dirección)

_____ _____
(Fechas de Empleo) (Ciudad/Estado/Código Postal)

Presente su Formulario de Objeción completado en su totalidad y firmado de la siguiente forma:

ENVÍE POR CORREO POSTAL (POR CORREO DE LOS ESTADOS UNIDOS) POST SELLADO A NO MÁS TARDAR EL **[INSERT DATE]** O ENVÍE POR CORREO ELECTRÓNICO O FAX AL ADMINISTRADOR A NO MÁS TARDAR EL [**INSERT DATE]**:

Administrador de *Rodriguez v. Covidien LP, y otros*
c/o ILYM Group
[INSERT ADDRESS, EMAIL, AND FAX]

EXHIBIT #6

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 - __ __ __ __

I. YOUR COMPENSABLE WORKWEEKS

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 your worked during the Class Period based on Defendant's company records, as set forth below and in the Class Notice you received. 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. YOUR COMPENSABLE PAGA PAY PERIODS

Defendant's records show that during the PAGA Period (May 27, 2023 through November 11, 2025), you were employed by Defendant in California as a non-exempt employee who worked for and was paid by Defendant. The amount of your estimated Individual PAGA Payment is based upon the PAGA Pay Periods you worked during the PAGA Period based on Defendant's records, as set forth below and in the Class Notice you received. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. Your total number of PAGA Pay Periods worked during the PAGA Period are:

<<**NUMBER OF PAGA PAY PERIODS**>>.

IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

Based upon the numbers of PAGA Pay Periods listed above, your estimated Individual PAGA Payment is

<<INSERT>>.

QUESTIONS? CALL ILYM - TOLL FREE [NUMBER]

Please do not call the Court directly

V. CHALLENGE TO NUMBER OF WORKWEEKS / PAGA PAY PERIODS WORKED

If you believe that the number of Workweeks and/or PAGA Pay Periods stated above is correct, you do not have to do anything. If you wish to dispute the number of Workweeks and/or PAGA Pay Periods 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 _____ and/or I believe the correct amount of PAGA Pay Period I worked during the PAGA Period is _____.

Please include any information and/or documentary evidence that support this dispute.

Dated: _____ Signature:_____

Print or Type Name: _____

THIS DISPUTE 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.
address
Fax:
Email:

FORMULARIO DE DISPUTA

***Amalia Rodriguez v. Covidien LP, y otros,* Corte Superior del Estado de California, Condado de Orange, Caso No. 30-2024-01394865-CU-OE-CXC**

Indique Cambios de Nombre/Dirección, de haber alguno:

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - __ __ __ __

I. SUS SEMANAS DE TRABAJO COMPENSABLES

Si usted estuvo empleado por el Demandado, Covidien LP, en California y clasificado como un empleado no exento en cualquier momento durante el Periodo del Grupo (desde 16 de septiembre de 2021 hasta el 11 de noviembre de 2025), entonces usted puede ser un Miembro del Grupo.

El monto de su Pago Individual del Grupo está basado en las Semanas de Trabajo que usted trabajó durante el Periodo del Grupo en base a los registros de la compañía del Demandado, tal como se establecen a continuación y en el Aviso Colectivo que usted recibió. Los registros del Demandado muestran que durante el Periodo del Grupo, usted trabajó como un empleado no exento en California, el cual lo califica a usted como un Miembro del Grupo, y su número total de Semanas de Trabajo durante el Periodo del Grupo son:

<<**NUMBER OF WORKWEEKS**>>.

II. SU PAGO INDIVIDUAL DEL GRUPO ESTIMADO

Basándose en el número de Semanas de Trabajo enumerado previamente, su Pago Individual del Grupo estimado antes de impuestos es de

<<INSERT>>.

III. SUS PERIODOS DE PAGO BAJO LA PAGA COMPENSABLES

Los registros del Demandado muestran que durante el Periodo bajo la PAGA (desde el 27 de mayo de 2023 hasta el 11 de noviembre de 2025), usted fue empleado por el Demandado en California como un empleado no exento quien trabajó y fue pagado por el Demandado. El monto de su Pago Individual bajo la PAGA estimado está basado en los Periodos de Pago bajo la PAGA que usted trabajó durante el Periodo bajo la PAGA en base a los registros del Demandado, tal como se establece a continuación en el Aviso Colectivo que usted recibió. El "Periodo bajo la PAGA" significa cualquier Periodo de Pago durante el cual un Empleado Agraviado trabajó para el Demandado por al menos un día durante el Periodo bajo la PAGA. Su número total de Periodos de Pago bajo la PAGA que trabajó durante el Periodo bajo la PAGA es:

<<**NUMBER OF PAGA PAY PERIODS**>>.

IV. SU PAGO INDIVIDUAL BAJO LA PAGA ESTIMADO

Basándose en el número de Periodos de Pago bajo la PAGA enumerado anteriormente, su Pago Individual bajo la PAGA estimado es de

<<INSERT>>.

V. IMPUGNACIÓN AL NÚMERO DE SEMANAS DE TRABAJO / PERIODO DE PAGO BAJO LA PAGA TRABAJADOS

Si usted cree que el número de Semanas de Trabajo y/o Periodos de Pago bajo la PAGA enumerado anteriormente es correcto, usted no tiene que hacer algo. Si usted desea disputar el número de Semanas de Trabajo y/o Periodos de Pago bajo la PAGA trabajados enumerados anteriormente, usted debe completar y post sellar este Formulario de Disputa, y brindar toda la información y/o documentación de soporte al Administrador para el <<RESPONSE DEADLINE>>.

Marque esta casilla ÚNICAMENTE si usted desea disputar la información enumerada anteriormente:

☐ Yo deseo disputar el número de Semanas de Trabajo enumerados anteriormente. Yo creo que la cantidad correcta de Semanas de Trabajo durante el Periodo del Grupo es _____ y/o yo creo que la cantidad correcta de mis Periodos de Pago bajo la PAGA durante el Periodo bajo la PAGA es de _____.

Por favor incluya cualquier información y/o evidencia documental que respalde esta disputa.

Con Fecha: _____ Firma:_____

Nombre en Letras de Molde o Impresas: _____

ESTE FORMULARIO DE DISPUTA DEBE SER FIRMADO, FECHADO Y ENVIADO POR CORREO ELECTRÓNICO, FAX O POR CORREO POSTAL POR MEDIO DE CORREO DE PRIMERA CLASE DE LOS ESTADOS UNIDOS A NO MÁS TARDAR [INSERT DATE] A:]
Administrador de *Amalia Rodriguez v. Covidien LP, y otros*
c/o ILYM Group, Inc.
dirección
Fax:_____
Email:_____