

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**FEB 10 2022**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE – CIVIL COMPLEX CENTER

OSCAR BENITEZ, LAN LE,  
SHAQUILLE HOWARD, and MARIO  
JORGE ESTRADA-PERALTA as  
individuals and on behalf of all others  
similarly situated,

Plaintiffs,

v.

MEDTRONIC, INC., a Minnesota  
Corporation; MEDTRONIC USA INC., a  
Minnesota Corporation; COVIDIEN, L.P.,  
a Delaware Limited Partnership; and  
DOES 1-50, inclusive,

Defendants.

Case No. 30-2019-01069185-CU-OE-CXC

*Consolidated with the following cases:*

Benitez – 30-2019-01106385

Le – 30-2020-01140338

Le – 30-2020-01144725

Howard – 30-2020-01159995

*Added Plaintiff:* Mario Jorge Estrada-Peralta

ASSIGNED FOR ALL PURPOSES TO  
JUDGE PETER WILSON – DEPT. CX102

**ORDER PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT AND  
SETTING HEARING FOR FINAL  
APPROVAL OF SETTLEMENT**

Trial Date: None Yet.

Complaint Filed: May 10, 2019 (first filing)

The Court, having read and considered the papers filed in support of the motion, the proposed class notice and other documents, having considered the arguments of counsel, and good cause appearing therefore,

**IT IS HEREBY ORDERED:**

1. The Joint Stipulation of Class Action and PAGA Settlement and Release (the “Settlement Agreement”) of Defendants Medtronic, Inc. and Covidien LP (“Defendants”) and Plaintiffs Oscar Benitez, Lan Le, Shaquille Howard and Mario Jorge Estrada-Peralta (“Named Plaintiffs”) (Defendants and Named Plaintiffs collectively known as the “Parties”), attached as

1 **Exhibit 1** to this Order, is preliminarily approved as the terms of the Settlement Agreement fall  
2 within the range of approval as fair, adequate and reasonable.

3 2. The following persons are conditionally certified as “Class Members” or “Class” for  
4 Settlement purposes only: All current and former non-exempt employees of Defendants, either direct  
5 or workers placed through a staffing agency, who worked for Defendants in the state of California  
6 from October 21, 2015 through September 15, 2021, other than those who opt-out.

7 3. The proposed Class satisfies the requirements of a class because the members of the  
8 Class are readily ascertainable, and a well-defined community of interest exists in the questions of  
9 law and fact affecting the Parties.

10 4. Named Plaintiffs are appointed as the Class Representative. Douglas Han and Shunt  
11 Tatavos-Gharajeh of the Justice Law Corporation, and James Hawkins and Christina Lucio of James  
12 Hawkins APLC are appointed as Class Counsel.

13 5. The Parties’ proposed notice plan is hereby approved as the best notice practicable.  
14 The proposed Notice of Proposed Class Action Settlement (“Class Notice”), attached as **Exhibit 2** to  
15 this Order, is sufficient to inform Class Members of the terms of the Settlement Agreement, their  
16 rights to receive monetary payments under the Settlement Agreement and the date and location of  
17 the final approval hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably  
18 informs Class Members of: (1) the nature of the action, the definition of the Class, the identity of  
19 Class Counsel, and essential terms of the Settlement; (2) Named Plaintiffs’ and Class Counsel’s  
20 applications for the class representative’s enhancement award, and Class Counsel’s request for  
21 attorneys’ fees and litigation costs; (3) a formula used to determine the Class Member’s estimated  
22 payment; (4) Class Members’ rights to appear through counsel if they desire; (5) how to object to the  
23 Settlement or submit a request for exclusion from the settlement if a Class Member wishes to do so;  
24 and (6) how to obtain additional information regarding the action and the Settlement. (California  
25 Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of Court  
26 3.769, subd. (f) are satisfied. Counsel for the Parties are authorized to correct any typographical  
27 errors in the Class Notice.

28 6. The Court preliminarily approves the settlement of claims under California’s Private

1 Attorney General Act or PAGA, Labor Code Section 2699, *et seq.* according to the terms and  
2 conditions in the Settlement Agreement. The Court also finds that notice was provided to the  
3 LWDA.

4 7. Phoenix Class Action Settlement Administration (the "Settlement Administrator") is  
5 appointed to act as the Settlement Administrator, pursuant to the terms set forth in the Settlement  
6 Agreement. The Settlement Administrator is ordered to carry out the Settlement according to the  
7 terms of the Settlement Agreement and in conformity with this Order, including disseminating the  
8 Notice Packet according to the notice plan described in the Settlement Agreement.

9 8. The procedures and 60-day deadline for members of the Class to request exclusion  
10 from or to object to the Settlement is adopted as described in the Settlement Agreement. Any Class  
11 Member may object to the Settlement by submitting a written objection to the Settlement  
12 Administrator or by appearing in person or through counsel at the final approval hearing. Any  
13 opposition or reply to an objection or the motion for final approval will be due according to  
14 California Code of Civil Procedure Section 1005.

15 9. The Parties are ordered to carry out the Settlement according to the terms of the  
16 Settlement Agreement.

17 10. The Motion for Final Approval of the Settlement Agreement, including requests to  
18 approve the Class Representative Enhancement payment and Class Counsel's request for attorneys'  
19 fees and costs, shall be filed and served no later than September 6, 2022.

20 11. A final approval hearing will be held on September 29, 2022, at 2:00 p.m., to  
21 determine whether the Settlement Agreement should be granted final approval as fair, reasonable,  
22 and adequate as to the Settlement Class Members. The Court reserves the right to continue the date  
23 of the final approval hearing without further notice to the Class Members. The Court retains  
24 jurisdiction to consider all further applications arising out of or in connection with the Settlement  
25 Agreement.

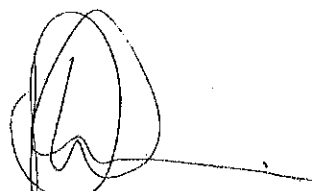
26 12. The Court orders the following implementation schedule for further proceedings:

27 Deadline for Defendants to provide known	May 6, 2022
---	-------------

Class Member Data to Settlement Administrator	
Deadline for Settlement Administrator to send the Settlement Notice to the Settlement Class members	Within 14 days after receipt of the Class Member Data from Defendants
Deadline to request exclusion from the Settlement, submit objections, or challenge number of pay periods worked	No later than 60 days after the Settlement Administrator's first mailing of the Class Notice to members of the Class or 10 days after the re-mailing of any Class Notice, whichever is later.
Deadline for the Settlement Administrator to submit declaration of compliance	No later than 10 days before the deadline for the filing of the motion for final approval.
Final Approval Hearing Date	September 29, 2022 at 2:00 p.m.]

13. In the event the Settlement is not fully and finally approved, or otherwise does not become effective in accordance with the terms of the Settlement Agreement, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement. If the Settlement does not become final for any reason, the fact that the Parties were willing to stipulate to settlement and the circumstances, proceedings and documents related to the proposed settlement and shall have no bearing on, and will not be admissible in connection with litigation, whether through issue preclusion or estoppel or otherwise.

Dated: February 10, 2022



HON. PETER WILSON  
JUDGE, ORANGE COUNTY SUPERIOR  
COURT

4843-1424-6901.1 / 102223-1001

# Exhibit 1

1  
2  
3  
4  
5  
6  
7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF ORANGE

10 OSCAR BENITEZ, LAN LE,  
11 SHAQUILLE HOWARD, and MARIO  
12 JORGE ESTRADA-PERALTA as  
individuals and on behalf of all others  
similarly situated,

13 Plaintiffs,

14 v.

15 MEDTRONIC, INC., a Minnesota  
16 Corporation; MEDTRONIC USA INC., a  
17 Minnesota Corporation; COVIDIEN, L.P.,  
a Delaware Limited Partnership; and  
DOES 1-50, inclusive,

18 Defendants.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Case No. 30-2019-01069185-CU-OE-CXC

*Consolidated with the following cases:*

Benitez – 30-2019-01106385

Le – 30-2020-01140338

Le – 30-2020-01144725

Howard – 30-2020-01159995

*Added Plaintiff:* Mario Jorge Estrada-Peralta

ASSIGNED FOR ALL PURPOSES TO  
JUDGE PETER WILSON – DEPT. CX102

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

Trial Date: None

Complaint Filed: May 10, 2019 (first filing)

1 This Class Action And PAGA Settlement Agreement, Release and Stipulation is entered into  
2 between Defendants Medtronic, Inc. and Covidien LP ("Defendants") and Oscar Benitez, Lan Le,  
3 Shaquille Howard and Mario Jorge Estrada-Peralta ("Named Plaintiffs") in the Action (as defined  
4 below).

## 5 DEFINITIONS

6 1. Action. The "Action" means the consolidated lawsuits entitled *Oscar Benitez*  
7 *et al. v. Medtronic, Inc. et al*, Case Numbers Case Nos. 30-2019-01069185-CU-OE-CXC, 30-2019-  
8 01106385; 30-2020-01140338; 30-2020-01144725; and 30-2020-01159995 *pending in the Orange*  
9 *County Superior Court*.

10 2. Agreement. "Agreement" shall refer to the instant Joint Stipulation of Class  
11 Action and PAGA Settlement and Release.

12 3. Class Counsel. "Class Counsel" means Douglas Han and Shunt Tatavos-  
13 Gharajeh of the Justice Law Corporation, and Christina Lucio and James Hawkins of James Hawkins  
14 APLC. Class Counsel are Co-Lead Counsel.

15 4. Class Members, the Class, and Settlement Class Members. "Class Members"  
16 means all current and former non-exempt employees of Defendants, either direct or workers placed  
17 through a staffing agency, who worked for Defendants in the state of California from October 21, 2015  
18 through September 15, 2021, other than those who opt-out (see Paragraphs 21 and 61c.)

19 5. Class Notice. "Class Notice" means the document mutually agreed upon by the  
20 Parties and approved by the Court to be sent to the Class Member in English, Vietnamese and Spanish  
21 following preliminary approval that includes the scope of release language for Settled Claims, notifies  
22 Class Members of the Settlement, explains the Settlement and Class Members' options, including how  
23 Class Members may opt out or object to the Settlement, and explains the facts and methods based on  
24 which the Class Member's estimated settlement payments are calculated, substantially in the form  
25 attached hereto as "Exhibit A".

26 6. Class Period. "Class Period" means the period of time from October 21, 2015  
27 through September 15, 2021.

1           7.     Complaint. "Complaint" means the First Amended Consolidated Complaint  
2 filed in the Action, filed with the Orange County Superior Court in January of 2021, as well as prior  
3 versions of the complaints filed either in the consolidated action, or prior to the actions being  
4 consolidated.

5           8.     The Court. The "Court" refers to the Orange County Superior Court or other  
6 court or courts that will approve the Action, whether individually or together.

7           9.     Day. "Day" refers to a calendar day(s) unless otherwise stated. If any  
8 designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur  
9 on the next business day.

10          10.    Defendants. "Defendants" means Medtronic, Inc. and Covidien LP.

11          11.    Effective Date. "Effective Date" means the first business day following the  
12 last of the following occurrences: (i) if no Class Member and/or PAGA Member timely and properly  
13 intervenes, files a timely motion to vacate the Final Judgment under, or objects or otherwise challenges  
14 the Settlement, then 61 days after the Court enters an Order Granting Final Approval of the Settlement  
15 and Final Judgment; (ii) if a Class Member and/or PAGA Member timely intervenes or files a timely  
16 motion to vacate the Final Judgment or objects or otherwise challenges the Settlement, then sixty-one  
17 (61) days following the date the Court enters an Order Granting Final Approval of Settlement and  
18 Final Judgment, assuming no appeal is filed; or (iii) if a Class Member and/or PAGA Member timely  
19 intervenes or files a motion to vacate the Final Judgment, or objects or otherwise challenges the  
20 Settlement, and files a timely appeal, then the date of final resolution of that appeal (including any  
21 requests for rehearing and/or petitions for *certiorari*), resulting in final and complete judicial approval  
22 of the Settlement in its entirety, with no further challenge to the Settlement being possible. Defendants  
23 shall deposit all sums necessary to fund the Settlement after the Effective Date based on the schedule  
24 explained in Paragraph 66 of this Agreement. In the event an appeal, writ, motion challenging the  
25 judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed  
26 until all challenges are resolved in a manner that upholds the Settlement in its entirety and shall be  
27 returned if the Agreement is not finally and completely approved in all respects.



1           12.   Exclusion Period. The "Exclusion Period" means the time period commencing  
2 on the date the Class Notice is mailed to Class Members via First Class U.S. and ending sixty (60)  
3 days later on the deadline to submit an Opt-Out Request or Objection.

4           13.   Final Judgment. "Final Judgment" means the judgment entered and filed by  
5 the Court that: (1) finally approves this Agreement and the Settlement and disposes all class issues  
6 raised in this Action, bars through collateral estoppel and/or res judicata Settlement Class Members  
7 from reasserting Settled Claims against Released Parties; (2) finally approves this Agreement and the  
8 Settlement and disposes all PAGA issues and claims raised in this Action, bars through collateral  
9 estoppel and/or res judicata PAGA Members from reasserting PAGA Claims against Released Parties;  
10 and (3) awards and orders the payment of all required amounts pursuant to the terms of this Agreement  
11 (approved Class Counsel's attorneys' fees and costs, Settlement Payments to Class Members and  
12 PAGA Payments to PAGA Members, *etc.*). The Final Judgment will constitute a binding and final  
13 resolution of any and all claims by the Named Plaintiffs and all Settlement Class Members as to all  
14 Settled Claims and all PAGA Members as to all Settled PAGA Claims as set forth in this Agreement.

15           14.   Final Settlement Approval Hearing. "Final Settlement Approval Hearing"  
16 means the hearing at which the Court shall consider the motion for final approval of this Settlement  
17 and determine whether to fully and finally approve the fairness and reasonableness of this Settlement  
18 and Agreement, and enter an order barring through collateral estoppel and/or res judicata Settlement  
19 Class Members from asserting Settled Claims against Released Parties and all PAGA Members from  
20 pursuing Settled PAGA Claims against Released Parties.

21           15.   Funding Payments. "Funding Payments" means the payment(s) remitted to the  
22 Settlement Administrator ("SA") by or on behalf of Defendants following Final Judgment and the  
23 Effective Date in full and complete discharge of the entire monetary obligation of Defendants in an  
24 amount equal to the GSA, which, as set forth herein, shall satisfy all outstanding and awarded  
25 Settlement Payments, PAGA Payments, attorneys' fees and costs awarded to Class Counsel, the  
26 Named Plaintiffs' enhancement awards as awarded by the Court, outstanding payments to the SA as  
27 approved by the Court for settlement administration costs, the employer's share of payroll taxes and  
28

1 the payment to the Labor Workforce Development Agency (or "LWDA"), minus any amounts already  
2 paid under the Agreement.

3 16. Gross Settlement Amount or GSA. "Gross Settlement Amount" or "GSA"  
4 means a maximum total payment of Seven Million Dollars and Zero Cents (\$7,000,000.00), which is  
5 the maximum total that Defendants are required to pay to settle this case with respect to the Settled  
6 Claims and Settled PAGA Claims, and it will satisfy all outstanding and awarded Settlement  
7 Payments, PAGA Payments, attorneys' fees and costs awarded to Class Counsel, the Named Plaintiffs'  
8 enhancement awards as awarded by the Court, outstanding payments to the SA as approved by the  
9 Court for settlement administration costs, and the payment to the LWDA.

10 17. Last Known Address. "Last Known Address" means the most recently  
11 recorded mailing address for a Class Member and/or PAGA Member contained in Defendants'  
12 records. With respect to Class Members who were only placed through a staffing agency, the "Last  
13 Known Address" means the addresses that are obtained in response to a subpoena issued to the supplier  
14 of the workers placed through a staffing agency. If no address is provided by the supplier for the  
15 workers placed through a staffing agency then the Settlement Administrator will conduct a search for  
16 possible addresses.

17 18. Named Plaintiffs. "Named Plaintiffs" individually and collectively means  
18 Oscar Benitez, Lan Le, Maria Estrada-Peralta and Shaquille Howard.

19 19. Net Settlement Amount or "NSA". "Net Settlement Amount" or "NSA" means  
20 the Gross Settlement Amount less the amounts deducted pursuant to Paragraphs 56a through 56e of  
21 this Agreement, including deductions of the amounts awarded to Class Counsel, the enhancement  
22 award to the Named Plaintiffs, the payment to the LWDA to resolve claims under the PAGA, and the  
23 costs awarded for settlement administration owed pursuant to this Agreement.

24 20. Objection. "Objection" means a written request, which a Class Member may  
25 submit no later than the last day of the Exclusion Period and in the form specified in Paragraph 64 in  
26 order to object to the Settlement, or a personal appearance, or other appearance permitted by the Court,  
27 at the Final Approval Hearing to object.

1           21.   Opt-Out Request. "Opt-Out Request" must (1) contain the name, address, and  
2 telephone number of the person requesting exclusion; (2) be signed by the Class Member; (3) be  
3 postmarked or fax stamped within the Exclusion Period [60 days after mailing date] and returned to  
4 the Settlement Administrator at the specified address or fax number. (See Paragraph 61.c. and Exhibit  
5 "B")

6           22.   Order of Final Approval or Order Granting Final Approval of Settlement.  
7 "Order of Final Approval" or "Order Granting Final Approval of Settlement" or "Final Approval"  
8 means the order issued in conjunction with the entry of the Final Judgment to be submitted by the  
9 Named Plaintiffs together with the Motion for Final Approval of the Settlement for entry and filing  
10 by the Court as specified in this Settlement. (See Exhibit D)

11           23.   PAGA Period. "PAGA Period" means the period of time beginning on May  
12 10, 2018, and ending on September 15, 2021.

13           24.   PAGA Member. "PAGA Members" means all Class Members who are  
14 employed or have been employed by Defendants in the state of California as non-exempt employees  
15 during the PAGA Period.

16           25.   PAGA Payment and PAGA Allocation. Of the Gross Settlement Amount,  
17 \$500,000 shall be paid in Settlement of the PAGA claims. "PAGA Allocation" means the amounts  
18 distributed among PAGA Members and is the amount remaining (25% of the PAGA Payment) from  
19 the \$500,000.00 after subtracting the \$375,000 allocated to the LWDA (75% of the PAGA Payment).  
20 Subject to Court approval, the PAGA Allocation is \$125,000. The PAGA Allocation will be divided  
21 by the total number of PAGA Pay Periods Worked credited to all PAGA Members. Each PAGA  
22 Member's PAGA Payment is equal to the PAGA Pay Period Rate multiplied by his or her individual  
23 PAGA Pay Periods Worked pursuant to the records of Defendants.

24           26.   PAGA Pay Periods Worked. "PAGA Pay Periods Worked" means the number  
25 of Pay Periods credited to a PAGA Member during the PAGA Period (for the Settled PAGA Claims),  
26 as determined by Defendants' records and estimates and as only subject to revision pursuant to this  
27 Agreement.  
28

1           27.   Parties. "Parties" means Named Plaintiffs, individually on behalf of themselves  
2 and on behalf of all Class Members, PAGA Members and interests of the Labor Workforce  
3 Development Agency ("LWDA"), and Defendants.

4           28.   Pay Period. A "Pay Period" is determined by taking the start date of the Class  
5 Member during the Class Period or PAGA Member in the PAGA Period through their termination  
6 date for direct employees or the end of their contingent assignment with Defendants for workers  
7 placed through a staffing agency or the end of the Settlement Period for current employees or current  
8 workers placed through a staffing agency and those days will be divided by 14 to yield the number of  
9 pay periods. Any pay period worked by a Class Members or PAGA Member, placed through a staffing  
10 agency, for a different entity than Defendants is not included in this calculation.

11           29.   Pay Periods Worked. A "Pay Period Worked" means the number Pay Periods  
12 worked by a Class Member during the Class Period or PAGA Member during the PAGA Period (for  
13 the Settled PAGA Claims), as determined or estimated by Defendants' records and as only subject to  
14 revision pursuant to this Agreement. For Class Members who were workers placed through a staffing  
15 agency this only includes pay periods when they performed work at one of Defendants' California  
16 locations during the Class Period or PAGA Period.

17           30.   Pay Period Rate. "Pay Period Rate" for the Settled Claims means the amount  
18 yielded from dividing the Net Settlement Amount by the total of all Pay Periods Worked credited to  
19 all Settlement Class Members during the Class Period. Each Settlement Class Member's settlement  
20 payment is equal to his or her individual Pay Periods Worked during the Class Period and multiplied  
21 by the Pay Period Rate. Therefore, the amount of each Settlement Class Member's Individual  
22 Settlement Payment is tied to the number of Pay Periods Worked that each Settlement Class Member  
23 worked for Defendants in the State of California in comparison to all Pay Periods Worked by all  
24 Settlement Class Members in the State of California during the Class Period. Similarly, for the Settled  
25 PAGA Claims, "Pay Period Rate" means the amount yielded from dividing the PAGA Allocation by  
26 the total of all Pay Periods Worked credited to all PAGA Members during the PAGA Settlement  
27 Period.

1           31.   Preliminary Approval Order. "Preliminary Approval Order" is the order  
2 entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement,  
3 including approval of the Parties' Agreement that specifies the content of notice and manner in which  
4 notice will be provided to the Class and responded to by the Class, substantially in the form attached  
5 hereto as "**Exhibit C**".

6           32.   Released Parties. "Released Parties" means Medtronic, Inc. and Covidien LP  
7 and their subsidiaries, affiliates, parents, all third party entities who provided workers to Medtronic,  
8 Inc. and Covidien LP in California (including but not limited to Acara (previously known as Superior  
9 Talent Resources), 3Bridge Solutions, Advanced Clinical, Aerotek, Artech Information Systems LLC,  
10 ATR, Bentley Global Resources LLC, Collabera, Inc., DYPLOYIT, Inc., Employbridge, Engineering  
11 Technical Group, Entegee Inc., Green Key Temp LLC, Horizontal Integration, Howroyd Wright  
12 Employment Agency, IG Inc., Infotree Service, Inc., Infoway Solutions, Insight Global, InterPros  
13 Federation, InSync Staffing, iTech Solutions, Inc., Kelly Services, Inc., Kimco, Lancesoft Inc.,  
14 Manpower, Mindlance, On Assignment Staffing Services, Pacific Rim Resources, Populus Group,  
15 Randstad North America, Inc., Robert Half International, Real Staffing Group, Superior Staffing,  
16 Specialist Staffing Solutions, TAJ Technologies, Tech-Pro, Tekmark Global Solutions, The Apelagao  
17 Group, The Ascent Services Group, Three Point Solutions, Inc., US Tech Solutions, Inc.) and attorneys  
18 and each of their company-sponsored employee benefit plans, and their respective successors and  
19 predecessors in interest, all of their respective officers, directors, employees, administrators,  
20 fiduciaries, trustees and agents, and each of their past, present and future officers, directors  
21 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants,  
22 attorneys, insurers and reinsurers.

23           33.   Settlement Administrator. "Settlement Administrator" or "SA" means Phoenix  
24 Class Action Settlement Administration or such other neutral administrator as chosen by the Parties  
25 and approved by the Court (see Paragraph 60.)

26           34.   Settled Claims. "Settled Claims" means any and all claims alleged in the First  
27 Amended Consolidated Class Action and Representative Action Complaint filed on January 4, 2021  
28 (the "Complaint") or which could have been alleged in the Complaint based on the allegations, or

1 facts alleged therein, and shall specifically include without limiting the generality thereof all causes  
2 of action listed in the Complaint that arose during the Class Period or PAGA Period. The release of  
3 the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could  
4 have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief,  
5 whether under California law, state law or common law (including, without limitation, as violations  
6 of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and  
7 Professions Code Section 17200). "Settled Claims" includes all types of relief available for the above-  
8 referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties,  
9 fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or  
10 liquidated damages. are all claims for wages, statutory and civil penalties, damages and liquidated  
11 damages, interest, fees and costs that were alleged or could have been alleged under California law  
12 arising out of the allegations of the First Amended Consolidated Class Action and Representative  
13 Action Complaint filed on January 4, 2021, including, but not limited to: (1) claims for failure to pay  
14 minimum wage and/or overtime compensation for all hours worked; (2) failure to provide meal periods  
15 or pay a premium in lieu thereof; (3) failure to authorize and permit rest periods or pay a premium in  
16 lieu thereof; (4) failure to timely pay final wages at the time of termination/end of employment; (5)  
17 inaccurate wage statements; (6) failure to reimburse employees for business expenses; (7) unfair  
18 business practices; (8) claims for penalties under the Private Attorney General Act, including but not  
19 limited to under California Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510,  
20 512, 558, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1198, 2698 et seq., 2800, 2802, or any applicable  
21 Wage Order; and (9) premium pay or liquidated damages of any nature whatsoever, arising out of any  
22 conduct, events, or transactions occurring during the Class Period including without limitation,  
23 interest, attorneys' fees and costs for the time periods described above through September 15, 2021.  
24 The Settled Claims as to the third party entities/staffing agencies who provided workers to Medtronic,  
25 Inc. and Covidien LP in California is limited to the alleged violations set forth herein while working  
26 for Defendants Medtronic, Inc. and/or Covidien LP in California during the Class Period.

27 35. Settled PAGA Claims. "Settled PAGA Claims" means any and or all PAGA  
28 claims alleged in the Action or which could have been alleged in the Action based on the allegations

1 or facts alleged therein, and shall specifically include without limiting the generality thereof all causes  
2 of action listed in the Complaint. The release of the foregoing claims extends to all theories of seeking  
3 relief under PAGA for the specified claims regardless of whether the claim is, was or could have been  
4 alleged as separate claims, causes of action, lawsuits or based on other theories of relief, including  
5 under the California Labor Code, the Wage Orders, applicable regulations. "Settled PAGA Claims"  
6 includes all types of relief available for the above-referenced claims, including, without limitation,  
7 any claims for penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief,  
8 declaratory relief, or liquidated damages. The Final Judgment shall expressly provide that it covers  
9 and bars Plaintiff, LWDA, the State of California, and any other representative, proxy, or agent  
10 thereof, including but not limited to any and all PAGA Members from prosecuting "Settled PAGA  
11 Claims" that arose during the PAGA Period. The Settled PAGA Claims as to the third party  
12 entities/staffing agencies who provided workers through a staffing agency to Medtronic, Inc. and  
13 Covidien LP in California is limited to the alleged violations set forth herein while working for  
14 Defendants Medtronic, Inc. and/or Covidien LP in California during the PAGA Period.

15 36. Settlement Class/Settlement Class Member(s). "Settlement Class Member"  
16 means all Class Members other than those who have timely and validly submitted Opt-Out Requests  
17 and thereby excluded themselves from releasing Settled Claims from the Settlement.

18 37. Settlement Payment. "Settlement Payment" means a payment pursuant to a  
19 Settlement Class Member's pro rata allocation of the NSA as specified in Paragraph 56.

20 38. Settlement Proceeds Distribution Deadline. "Settlement Proceeds Distribution  
21 Deadline" means a date that is fourteen (14) days after the Funding Payment has been made by  
22 Defendants to the SA based on the schedule explained in Paragraph 66 of this Agreement.

23 39. Updated Address. "Updated Address" means a mailing address that was  
24 updated by a reasonable address verification measure of the SA or by an updated mailing address  
25 provided by the United States Postal Service for a Class Member or PAGA Member.

#### 26 RECITALS

27 40. On or about May 10, 2019, Named Plaintiff Oscar Benitez filed a complaint in  
28 Orange County Superior Court asserting PAGA claims.

1           41.     Thereafter, on or about October 21, 2019 Named Plaintiff Oscar Benitez filed  
2 a class action complaint alleging the following causes of action against Defendants, including: (1)  
3 failure to pay wages, including regular, overtime and double time wages; (2) meal period violations;  
4 (3) rest break violations; (4) violations of Labor Code section 1194 and 1197; (5) failure to timely pay  
5 final wages; (6) failure to provide accurate wage statements; (7) failure to reimburse business  
6 expenses; and (8) violation of the California Business and Professions Code ("UCL").

7           42.     Whereas on May 26, 2020 Named Plaintiff Lan Le filed a class action complaint  
8 against Defendants alleging all of the following claims: (1) failure to provide meal periods; (2) failure  
9 to provide rest breaks; (3) failure to timely pay final wages; (4) failure to furnish accurate wage  
10 statements; and (5) violation of Unfair Competition Law. Plaintiff Le later filed a motion for leave to  
11 file an amended complaint to add the claims of Plaintiff Mario Estrada-Peralta.

12           43.     On June 24, 2020, Named Plaintiff Lan Le filed a separate PAGA action against  
13 Defendants on behalf of himself and other aggrieved employees, seeking civil penalties under PAGA.

14           44.     On September 11, 2020, Named Plaintiff Shaquille Howard filed a class action  
15 complaint against Defendants asserting the same or similar claims, and putative class members as  
16 Named Plaintiff Oscar Benitez.

17           45.     The matters involving each of the Named Plaintiffs were eventually  
18 consolidated and the First Amended Consolidated Complaint was filed on January 4, 2021.

19           46.     A number of PAGA letters were submitted by the Named Plaintiffs to the  
20 LWDA.

21           47.     Defendants filed an Answer to the First Amended Consolidated Complaint and  
22 denied all allegations and claims asserted therein. Defendants deny that they engaged in any  
23 misconduct in connection with its wage-and-hour practices and that they have any liability or engaged  
24 in wrongdoing of any kind associated with the claims alleged in the Action, including any Settled  
25 PAGA Claims. Defendants further contend that they complied at all times with both federal and state  
26 wage-and-hour laws, and all other laws regulating the employer-employee relationship that relate to  
27 the employment of Named Plaintiffs and the Class and PAGA Members.



1           48. Defendants and Class Counsel, on behalf of Named Plaintiffs and the Class  
2 Members and PAGA Members, attended mediation with Lisa Klerman on July 13, 2021. The Parties  
3 hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-  
4 length negotiations between the Parties supervised by an experienced employment law mediator. The  
5 Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA  
6 Member and that the Settlement is fair, reasonable and adequate as to each Class Member and PAGA  
7 Member.

8           49. Class Counsel is of the opinion that this Settlement is fair, reasonable, and  
9 adequate, and in the best interest of the Class and PAGA Members and other relevant interests in light  
10 of all known facts and circumstances, including the benefits conferred by the Settlement, the risk of  
11 significant delay, the uncertainty and risk of the outcome of further litigation, the burdens of proof  
12 necessary to establish liability, defenses asserted to the merits, including but not limited to the  
13 affirmative defenses asserted as to Settlement Class Members, the risks of proceeding on any class  
14 claims and PAGA claims, including class certification, the difficulties in establishing damages and  
15 penalties, and the numerous potential appellate issues. While Defendants specifically deny any  
16 liability or wrongdoing in the Action, Defendants agreed to enter into this Settlement to avoid the cost  
17 and business disruption associated with defending the Action. Defendants have claimed and continue  
18 to claim that the Settled Claims and Settled PAGA Claims have no merit and do not give rise to  
19 liability. This Agreement is a compromise of disputed claims. This Agreement, made and entered  
20 into by and between the Named Plaintiffs (on behalf of themselves and on behalf of the Class Members  
21 and PAGA Members and interests of the LWDA) and Defendants, each with the assistance of its  
22 respective counsel or attorneys of record, is intended to fully, finally, and forever settle, compromise  
23 and discharge the Settled Claims and Settled PAGA Claims against the Released Parties, subject to  
24 the terms and conditions set forth herein.

25           50. Because the Action is pled as a class action, this Settlement must receive  
26 preliminary and final approval by the Court. Because the Action is pled as a PAGA action, this  
27 Settlement is subject to approval by the Court. Accordingly, the Parties enter into this Agreement on  
28 a conditional basis.

## TERMS AND CONDITIONS OF SETTLEMENT

NOW THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, the Named Plaintiffs, individually on behalf of themselves and on behalf of the Class Members and PAGA Members and LWDA interests, on the one hand, and Defendants, on the other hand, agree that the Action shall be, and is finally and fully compromised and settled on the following terms and conditions.

51. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they: violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees or any other person or entity. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings, payouts or other events associated with it, shall be construed as an admission or concession by Defendants of any such violation(s) or failure(s) to comply with any applicable law by Defendants or any Released Parties. Except as necessary in a proceeding to approve, interpret or enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of the Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law. In addition, as set forth in Paragraph 74, the Parties intend this Settlement to be contingent upon the preliminary and Final Approval of this Agreement; and in the event Final Approval of this Agreement is not obtained the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement never existed in the event the Settlement is not fully and finally approved as set forth herein. In the event that this Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, the Agreement shall

1 become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection  
2 with, further proceedings in this Action, except that the Court may award less than the amounts listed  
3 in Paragraph 56a through 56e without impacting the validity and enforceability of this Agreement, and  
4 the Parties will be returned to their respective positions prior to entering this Agreement.

5           52.   Stipulation for Class Certification. The Parties stipulate to the certification of  
6 this Settlement Class for purposes of this Settlement only. If, however, the Settlement does not  
7 become final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall  
8 have no bearing on, and shall not be admissible in connection with, whether class certification would  
9 be appropriate in any other context in this Action.

10           53.   Release of Settled Claims. As of the Effective Date and contingent upon  
11 Defendants making the Funding Payment as set forth herein, Named Plaintiffs and all Settlement Class  
12 Members hereby do and shall be deemed to have fully, finally, and forever released, settled,  
13 compromised, relinquished and discharged any and all Settled Claims against any and all Released  
14 Parties. The Settlement includes a release of all Settled Claims during the Class Period by Settlement  
15 Class Members employed at any time during the Class Period. The Parties will take action to bar any  
16 Fair Labor Standard Act ("FLSA") claims pursuant to *Rangel v. PLS Check Cashers of California,*  
17 *Inc.*, 889 F.3d 1106 (9<sup>th</sup> Cir. 2018).

18           a.    The Parties agree for settlement purposes only that, because the Class  
19 Members are so numerous, it is impossible or impracticable to have each Class Member execute this  
20 Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the  
21 Agreement and such notice shall have the same force and effect as if the Agreement were executed by  
22 each Class Member.

23           b.    Named Plaintiffs and Class Counsel represent, covenant, and warrant  
24 that they have not directly or indirectly assigned, transferred, encumbered or purported to assign,  
25 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
26 of action, or rights herein released and discharged, except as set forth herein.

27           c.    The Parties agree that this is a settlement of disputed claims not  
28 involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

1           54.   Release of Settled PAGA Claims. As of the Effective Date and contingent upon  
2 Defendants making the Funding Payment as set forth herein, Named Plaintiffs, LWDA, the State of  
3 California, and any other representative, proxy, or agent thereof, including but not limited to any and  
4 all PAGA Members are barred from prosecuting Settled PAGA Claims that arose during the PAGA  
5 Time Period against any and all of the Released Parties Subject to Court approval, the Agreement  
6 includes a settlement of all Settled PAGA Claims during the PAGA Period by PAGA Members  
7 employed at any time during the PAGA Period to the fullest extent permitted under the PAGA,  
8 including settlement contemplated in Labor Code section 2699(1)(2).

9           55.   Individual Releases of Claims. In addition to the releases made by the  
10 Settlement Class Members and PAGA Members set forth in this Agreement, the Named Plaintiffs  
11 release, as an individual and in addition to the Settled Claims described above, all claims, whether  
12 known or unknown, under federal law or state law against the Released Parties. Named Plaintiffs  
13 understand that this release includes unknown claims and that Named Plaintiffs are, as a result,  
14 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

15  
16           **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
17           **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**  
18           **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
19           **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
20           **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
21           **DEBTOR OR RELEASED PARTY.**

22           The Parties understand and agree that notwithstanding anything to the contrary herein, Named  
23 Plaintiffs are not, by way of this release, releasing any claims which cannot be released as a  
24 matter of law and that Named Plaintiff Lan Le is not releasing any claims pending in his federal  
25 lawsuit pending in the United States District Court, the Southern District of California, Case  
26 No. 3:20-cv-02040-AJB-BLM (the "Le FCRA Action") (this includes, without limitation, any  
27 individual claims, putative class claims, claims for any remedies, penalties, enhancement,  
28 award, attorneys' fees, or costs arising out of or related to any claim asserted in the Le FCRA  
Action).

1                   56.    Settlement Payments and Calculation of Claims. Subject to the Final Approval  
2 of the Settlement and the conditions specified in this Agreement, and in consideration of the mutual  
3 covenants and promises set forth herein, Defendants agree to make a payment or payments as set forth  
4 herein totaling an amount of, but not to exceed, Seven Million Dollars and Zero Cents (\$7,000,000.00).  
5 The GSA shall fully satisfy Defendants' obligations for any and all payments, fees and costs identified  
6 in the Agreement, including, but not limited to, any payments to be made to the Named Plaintiff,  
7 Settlement Class Members, PAGA Members, the LWDA, Class Counsel's attorneys' fees and out-of-  
8 pocket litigation expenses and costs, and settlement administration costs. In no event shall Defendants  
9 be required to pay any amounts above the GSA under this Settlement and this Agreement.  
10 Notwithstanding anything to the contrary herein, Defendants shall pay the employer's portion of  
11 payroll taxes. The Parties agree, subject to Court approval, that the GSA shall be apportioned as  
12 follows:

13                   a.    Attorneys' Fees. Class Counsel will apply to the Court for an award of  
14 attorneys' fees of no more than one-third of the GSA (\$2,333,333). The attorneys' fees shall come  
15 from and be deducted from the GSA and paid out as set forth herein. Defendants will not oppose such  
16 application. The award of Attorneys' Fees shall be allocated as follows: 50% to James Hawkins  
17 APLC and 50% to Justice Law Corporation. The settlement is not contingent on Class Counsel  
18 receiving the requested amount of fees out of the GSA. If the Court awards less than that then the  
19 monies will be added to the Net Settlement Amount. The award of less than the requested amount of  
20 the fees is not a basis for appeal.

21                   b.    Attorneys' Costs. Named Plaintiffs and Class Counsel shall request  
22 approval of payment of up to but not to exceed Fifty Five Thousand Dollars and Zero Cents  
23 (\$55,000.00) in attorneys' costs, including any litigation costs, which will be deducted from the GSA  
24 and paid out as set forth herein. Defendants will not oppose such application. Attorneys' fees as  
25 specified in the preceding Paragraph and costs as specified in this Paragraph shall cover all claimed  
26 and unclaimed attorneys' fees, attorneys' costs and other amounts payable or awardable against  
27 Defendants for Class Counsel's work, effort or involvement in the Action and in carrying out the  
28 Agreement and includes any and all work, effort or involvement to carry out the terms of the

1 Agreement and as may be potentially or actually necessary or advisable to defend the Agreement  
2 and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. These  
3 specified Attorneys' Fees and Costs shall be the sole payment for attorneys' fees and costs and,  
4 otherwise, the Parties and Class Members and their counsel shall bear their own fees and costs in  
5 connection with the Action. The settlement is not contingent on Class Counsel receiving the requested  
6 amount of costs out of the GSA. If the Court awards less than that then the monies will be added to  
7 the Net Settlement Amount. The award of less than the requested amount of the costs is not a basis  
8 for appeal.

9 c. Administration Fees and Costs. Class Counsel will also apply to the  
10 Court for approval of SA costs in an amount estimated to be up to Forty-Five Thousand Dollars  
11 (\$45,000.00), which will be deducted from the GSA. Defendants will not oppose such application.  
12 Class Counsel will specify the amount sought for such costs, up to the foregoing maximum, in Named  
13 Plaintiff motions for preliminary and Final Approval of the Settlement.

14 d. Named Plaintiffs' Enhancement and General Release Payment. Class  
15 Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed Ten  
16 Thousand Dollars and Zero Cents (\$10,000.00) to be paid to each of the Named Plaintiffs, from which  
17 fifty percent (50%) shall be deemed consideration for a general release and from which fifty percent  
18 (50%) shall be for assuming the risks associated with this litigation (including for assuming the risks  
19 in the PAGA case). Defendants will not oppose such applications. The enhancement awards are  
20 included in, and shall be deducted from, the GSA. The settlement is not contingent on Named  
21 Plaintiffs receiving the requested Enhancement. If the Court awards less than that then the monies not  
22 awarded will be added to the Net Settlement Amount. The award of less than the requested  
23 Enhancement is not a basis for appeal.

24 e. PAGA Allocation and Payments. Pursuant to California Labor Code  
25 Section 2698, *et seq.*, the Parties designate Five Hundred Thousand Dollars and Zero Cents  
26 (\$500,000.00) of the GSA to resolve any PAGA claims (including payment for Named Plaintiffs'  
27 claims on their own behalf and on behalf of all PAGA Members for penalties under the PAGA and  
28 payment to the LWDA).

i. Seventy-five percent (75%) of that amount, or Three Hundred and Seventy Five Thousand Dollars and Zero Cents (\$375,000.00), will be paid to the LWDA and the remainder to PAGA Members. In the event the LWDA refuses to accept the above amount in full for all civil penalties to PAGA Members in connection with the civil penalty claims alleged in this Action, or in the event the LWDA or anyone on its behalf otherwise challenges the above allocation or the Settlement, the Parties shall work in good faith to revise the allocation so that it is accepted.

ii. The remaining One Hundred and Twenty Five Thousand Dollars and Zero Cents (\$125,000.00) shall be paid to PAGA Members by multiplying the PAGA Pay Period Rate by each individual PAGA Member's PAGA Pay Periods Worked.

f. Net Settlement Amount. The NSA will be the amount remaining after deducting the amounts specified in Paragraphs 56a through 56e above (including deducting the amount in 57e.ii., which will be separately distributed to PAGA Members).

g. Settlement Payments to Settlement Class Members. Only the following individuals will receive Settlement Payments under the Settlement Agreement: (1) the Named Plaintiffs and (2) Settlement Class Members. Settlement Payments will be calculated as follows:

i. The NSA will be divided by the total Pay Periods Worked by all Settlement Class Members during the Class Period as reflected in Defendants' records and estimates based on existing records. All Settlement Class Members shall be paid an amount equal to their individual Pay Periods Worked during the Class Period, multiplied by the Pay Period Rate. Pay Periods Worked shall be determined by the SA based on data to be provided by Defendants, as may be modified by the resolution of any challenges.

ii. The Parties agree that under no circumstances shall Defendants be obligated to pay any amount under this Agreement to any Class Member other than Settlement Class Members and PAGA Members. In addition, the Parties agree that in no event shall Defendants be obligated to pay more than the GSA as provided above.

iii. The Parties acknowledge and agree that the formula used to calculate Pay Periods Worked, individual Settlement Payments, PAGA Pay Periods Worked, and PAGA Payments does not imply that all of the elements of damages covered by the release are not

1 being taken into account. The above formulas were devised as practical and logistical tools to simplify  
2 the payment process.

3           57.   No Credit Toward Benefit Plans. The Settlement Payments made to Settlement  
4 Class Members and PAGA Payments made to PAGA Members under this Agreement shall not be  
5 utilized to calculate any additional benefits under any benefit plans to which any Settlement Class  
6 Members or Class Members or PAGA Members may be eligible, including, but not limited to: profit-  
7 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO  
8 plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect  
9 any rights, contributions, or amounts to which any Settlement Class Members, Class Members and  
10 PAGA Members may be entitled under any benefit plans.

11           58.   Taxation of Settlement Proceeds. All Settlement Payments shall be paid in a  
12 net amount after applicable state and federal tax withholdings, including payroll taxes, if any, have  
13 been deducted.

14           a.    The Parties agree that twenty percent (20%) will be allocated to wages  
15 and W-2s shall be issued and that the remainder of the amount distributed to each Settlement Class  
16 Member will be considered penalties, interest and any other non-wage related amount, if any, and will  
17 be reported as such to each Settlement Class Member on an IRS Form 1099. The PAGA Payments to  
18 PAGA Members will be designated as payments for alleged penalties and other non-wage amounts.

19           b.    The SA shall calculate, withhold from the Settlement Payments, and  
20 remit to applicable governmental agencies sufficient amounts, if any, as may be owed for applicable  
21 taxes. The SA will issue appropriate tax forms, if required, to each such Settlement Class Member  
22 consistent with the foregoing breakdown. The SA shall remit to applicable governmental agencies  
23 sufficient amounts to cover taxes on the wage portion of the Settlement Payments.

24           c.    All Parties represent that they have not received, and shall not rely on,  
25 advice or representations from other parties or their agents, including Class Members and PAGA  
26 Members, regarding the tax treatment of payments under federal, state, or local law. In this regard,  
27 Defendants make no representations regarding the taxability of the Settlement Payments and PAGA  
28 Payments.



1 d. Class Counsel will be issued an IRS Form 1099 for any fees and costs  
2 awarded by the Court pursuant to Paragraph 56. Except as provided in Paragraph 57, each Party shall  
3 bear his, her or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or  
4 settlement of the Action. Class Counsel agrees that any allocation of fees between or among each of  
5 the Class Counsel or among the Class Counsel and any other attorney that may be representing Named  
6 Plaintiffs or the Class, if any, shall be the sole responsibility of Class Counsel. Each Party to this  
7 Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement  
8 other than the acknowledging party, an "other party") acknowledges and agrees that no provision of  
9 this Agreement, and no written or oral communication or disclosure or other representation by  
10 Defendants and/or Released Parties is or was intended to be, nor shall be construed or be relied upon  
11 as, tax advice, and Named Plaintiffs, Class Members and PAGA Members shall not rely on Defendants  
12 and/or Released Parties for any tax advice with respect to the Settlement of this Action.

13 e. The Named Plaintiffs will be issued IRS Form 1099s for any  
14 enhancement awards approved by the Court pursuant to Paragraph 56. The enhancement awards  
15 payable to the Named Plaintiffs shall be in addition to the Settlement Payments and PAGA Payments  
16 that they, as applicable, will receive.

17 59. Provisional Approval of Settlement. Named Plaintiffs shall file a motion in the  
18 Action and take all other action to request that the Court enter the Preliminary Approval Order based  
19 on an agreed-upon Settlement schedule, subject to Court approval:

20 a. Seeking class certification on the terms set forth in this Agreement  
21 solely for purposes of class settlement;

22 b. Preliminarily approving the proposed Settlement and this Agreement,  
23 including the payments to the Settlement Class Members, Class Counsel, the Named Plaintiffs, PAGA  
24 Members, the SA, and the LWDA;

25 c. Preliminarily approving the appointment of the Named Plaintiffs as  
26 representative of the Class for settlement purposes, if not otherwise accomplished by class  
27 certification;

1 d. Preliminarily approving the appointment of counsel for Named  
2 Plaintiffs as Class Counsel;

3 e. Appointing and approving a SA as chosen by the Parties and approved  
4 by the Court, to administer the notice, opt-out requests, objections and Settlement Payment and PAGA  
5 Payment procedures required by this Agreement;

6 f. Approving the form of the Class Notice mutually agreed by the Parties;

7 g. Scheduling the Final Settlement Approval Hearing for consideration of  
8 Final Approval of this Agreement;

9 h. Requiring that any Class Members who object to the Settlement  
10 Agreement submit any objection to the SA postmarked by the end of the Exclusion Period or appear  
11 in person or by other Court approved means at the Final Approval Hearing, and that the Parties be  
12 given an opportunity to file written responses to any objection(s) with the Court;

13 i. Approving the procedure for Class Members to submit Opt-Out  
14 Requests, and setting a date after which no Class Members shall be allowed to submit Opt-Out  
15 Requests; and

16 j. Approving the procedure for Settlement Class Members to object to the  
17 Settlement.

18 k. Defendants shall not oppose Class Counsel's motions for preliminary  
19 approval and Final Approval of the Settlement so long as the motions and supporting papers are  
20 consistent with the terms of this Agreement. Class Counsel shall provide Defendants with an  
21 opportunity of five (5) days to review, and provide comments on the motions for preliminary and Final  
22 Approval of the Settlement before the motion and supporting papers are filed with the Court. The  
23 Parties will meet and confer and agree upon the wording of the settlement packages to be sent to Class  
24 Members, as well as the proposed orders for preliminary and Final Approval before filing. Failure of  
25 the Court to grant the Preliminary Approval Order will be grounds for the Parties to terminate the  
26 Settlement and the terms of the Agreement, except that the Parties must work in good faith to comply  
27 with any changes to the Settlement proposed by the Court to the extent the changes are acceptable by  
28

both Parties, and the Court may award less than the amounts listed in Paragraph subparts 56a through 56e without impacting the validity and enforceability of this Agreement.

60. Notice Procedure.

a. Settlement Administrator. The Parties will select Phoenix Class Action Settlement Administration or a mutually agreeable third-party SA to distribute the Class Notice and the Settlement Payments and PAGA Payments and handle the tax reporting and field questions with a hotline. The SA (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII"), which it receives from Defendants; (b) not disclose the PII to Class Counsel, Named Plaintiffs, any party or third parties, including agents or subcontractors, without Defendants' consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its services.

b. Class Member Data. Within twenty-one days (21) days of the Court granting Preliminary Approval of the Settlement, Defendants shall provide to the SA a list of Class Members and PAGA Members that identifies for each Class Member/PAGA Member, his/her Social Security number (if known), last-known address, and the dates of employment and other Class Member data confirm qualifying Pay Periods Worked and PAGA Pay Periods Worked or will forward the start and end date(s) of employment for the SA to calculate the Pay Periods Worked and PAGA Pay Periods Worked. Defendants agree to consult with the SA as required to provide the list in a format reasonably acceptable for the duties of the SA. The SA will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information and return or certify the destruction of the information or continued safeguarding of the information upon completion of the Settlement Administration process. For Class Member placed with Defendants through a staffing agency, Defendants will provide the contact information that is received in response to subpoenas for that contact information. In the event the agency that supplied the Class Member placed through a staffing agency does not respond with the requested contact

1 information it is the responsibility of Class Counsel to seek said information or for the SA to conduct  
2 an address search. The notice that goes to Class Members or PAGA Members for whom Defendants  
3 do not have a social security number shall include notice regarding how said individuals can submit  
4 that information to the SA as that information is needed for any settlement checks to be paid.

5           61.    Class Notice. The SA will send to each Class Member and PAGA Member by  
6 First-Class U.S. Mail the Class Notice, which includes information on how Class Members may opt-  
7 out of or object to the Settlement and a procedure by which a Class Member may challenge the number  
8 of Pay Periods Worked identified on his/her Class Notice. The Named Plaintiffs will seek approval  
9 of language in the Class Notice in the motion for preliminary approval and will seek permission for  
10 the Parties in conjunction with the SA to be able to correct immaterial errors on these forms or other  
11 mailed materials without approval from the Court, provided the changes do not alter the preliminary  
12 approval by the Court.

13           a.    Settlement Administrator Duties. Prior to mailing the Class Notice, the  
14 SA will update the addresses for the Class Members and PAGA Members using the National Change  
15 of Address database and other available resources deemed suitable by the SA. To the extent this  
16 process yields a different address from the one supplied by Defendants ("Updated Address"), that  
17 Updated Address shall replace the address supplied by Defendants ("Last Known Address") and be  
18 treated as the new Last Known Address for purposes of this Agreement and for subsequent mailings  
19 in particular. The Settlement Administrator shall be permitted to provide notices and communicate  
20 to the Class and PAGA Members in a format and statement to be provided to the Court, which Named  
21 Plaintiffs will submit in conjunction with the motion for preliminary approval and/or motion for Final  
22 Approval.

23           b.    Class Notice Procedure. Within seven (7) days after receipt of the above  
24 information from Defendants, the SA shall send the Class Notice to each Class Member's and PAGA  
25 Member's Last Known Address or Updated Address (if applicable) via First-Class U.S. mail.

26           c.    Exclusion Period. Class Members will have sixty (60) days from the  
27 postmark of the initial mailing of the Class Notice by the SA to submit by U.S. mail their Opt-Out  
28 Requests, with proof of date of submission to be the postmark date of the completed Opt-Out Request.

1 Opt-Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members  
2 from the release of Settled PAGA Claims.

3 d. Objection Period. Class Members will also have sixty (60) days to  
4 object to the Settlement by submitting a written objection (see **Exhibit B**) with the SA that sets forth  
5 the basis of the objection pursuant to Paragraph 62, which the SA shall submit to the Parties within  
6 three (3) business days of receipt, and Class Counsel shall submit to the Court.

7 e. SA Follow-up efforts.

8 i. The SA shall re-mail by First-Class U.S. mail the Class Notice  
9 returned by the Post Office with a forwarding address, and shall re-mail by First-Class U.S. mail the  
10 Class Notice to any Class Member/PAGA Member who personally provides an updated address to the  
11 SA.

12 ii. In the event that the first mailing of the Class Notice to any Class  
13 Member/PAGA Member is returned without a forwarding address, the SA will immediately perform  
14 skip trace(s) if necessary using social security numbers provided by Defendants and National Change  
15 of Address searches, as needed, to verify the accuracy of the addresses provided and will conduct a  
16 second round of mailings of the Class Notice by First-Class, U.S. mail within an agreed number of  
17 days for those forms returned to sender. If no new information is ascertained by means of a skip trace,  
18 or if the Class Notice is returned to SA after using an address obtained from a standard skip trace, the  
19 SA will immediately perform a manual "in-depth skip trace" to locate a more recent or accurate  
20 address. If an Updated Address is identified by this method, the SA will resend the Class Notice to  
21 the Updated Address within three (3) days of identifying the Updated Address.

22 iii. In the SA re-mails the Class Notice, it shall note for its own  
23 records the date and the address of each re-mailing. Those Class Members who receive a re-mailed  
24 Class Notice, whether by skip-trace or forwarded mail, will have an additional ten (10) days to  
25 postmark an Exclusion Form, or file and serve an objection to the Settlement or dispute the information  
26 provided in their Class Notice. The Settlement Administrator shall mark on the envelope whether the  
27 Class Notice is a re-mailed notice.

1 f. Documenting Communications. The SA shall date stamp documents it  
2 receives, including Opt-Out Requests, Objections and any correspondences and documents from Class  
3 Members/PAGA Member.

4 g. Settlement Administrator Declaration. At least ten (10) days prior to  
5 the deadline for the filing of the motion for final approval, the SA shall prepare, subject to Class  
6 Counsel's/PAGA Member's and Defendants' input and approval, a declaration setting forth the due  
7 diligence and proof of mailing of the Class Notices, the results of the SA's mailings, including tracing  
8 and re-mailing efforts, and the Class Members'/PAGA Member's responses to those mailing and  
9 provide additional information deemed necessary to approve the settlement.

10 h. SA Written Reports. Each week during the Exclusion Period, the SA  
11 shall provide the Parties with a report listing the number of Class Members that submitted Opt-Out  
12 Requests and Objections. Within seven (7) days of the close of the Exclusion Period, the SA will  
13 provide a final report listing the number of Class Members who submitted Opt-Out Requests or  
14 Objections.

15 i. SA Calculations of Settlement Payments. Within seven (7) days after  
16 resolving all challenges made by Settlement Class Members, and following the Final Approval Order,  
17 the SA shall provide to the Parties a report showing its calculation of all Settlement Payments to be  
18 made to Settlement Class Members and PAGA Members. After receiving the SA's report, Class  
19 Counsel and Defendants' counsel shall review the same to determine if the calculation of payments to  
20 Settlement Class Members/PAGA Members is consistent with this Agreement, and shall notify the  
21 SA if either counsel does not believe the calculation is consistent with the Agreement. After receipt  
22 of comments from counsel, the SA shall finalize its calculation of Settlement Payments and PAGA  
23 Payments, at least five (5) days prior to the distribution of such payments, and shall provide Class  
24 Counsel and Defendants' Counsel with a final report listing the amount of all payments to be made to  
25 each Settlement Class Member from the NSA and listing the amount of all payments to be made to  
26 each PAGA Member from the amount allocated for PAGA Payments. The SA will also provide  
27 information that is requested and approved by both Parties regarding its duties and other aspects of the  
28 Settlement and that is necessary to carry out the terms of the Settlement.

1                   62.   Requirements for Recovery of Settlement Payments.

2                   a.    Class Members. No claim form is necessary to participate in the  
3 Settlement. Unless a Class Member submits a valid and timely Opt-Out Request (as described in  
4 Paragraphs 21 and 62d and **Exhibit B**), a Class Member who takes no action will be a Settlement  
5 Class Member, bound by the Judgment, and will receive a payment from the NSA. All Class Members  
6 except for those who timely and validly opt-out of the Settlement shall be bound by the release of  
7 Settled Claims in this Agreement. All PAGA Members shall be barred from seeking any action for civil  
8 penalties for Settled PAGA Claims in this Agreement.

9                   b.    Late Submissions. The SA shall not accept as valid any Opt-Out  
10 Request postmarked after the end of the Exclusion Period, absent agreement from the Parties or order  
11 of the Court. It shall be presumed that, if an Opt-Out Request is not postmarked on or before the last  
12 day of the Exclusion Period, the Class Member did not return the Opt-Out Request in a timely manner.

13                  c.    Challenges. Class Members will have the right to challenge the number  
14 of Pay Periods Worked allocated to them. The following challenge procedure will be established for  
15 the Class Member to dispute information on which his/her payment amount is based: Challenges to  
16 the number of Pay Periods Worked shall be sent directly to the SA at the address indicated on the  
17 Class Notice. A Class Member challenging the number of Pay Periods Worked identified may also  
18 submit documentary evidence in order to prove the number of Pay Periods Worked during the Class  
19 Period. Defendants shall have the right to respond to the challenge by any Settlement Class Member.  
20 No challenge to the number of Pay Periods Worked will be accepted unless sent by U.S. mail within  
21 sixty (60) days from the initial mailing of the Class Notice by the SA, with proof of date of submission  
22 to be the postmark date unless ordered by the Court. Additional time may be provided to a Class  
23 Member only upon a showing of good cause and within an amount of time determined by the SA that  
24 will not delay the distribution of Settlement Payments to other Class Members/PAGA Members and  
25 in no event beyond the date of filing of the motion for final approval. The SA will inform Class  
26 Counsel and Defendants' counsel in writing of any timely filed challenges and will determine all such  
27 disputes after consulting with the Parties regarding the number of Pay Periods Worked. Challenges  
28 will be resolved without hearing by the SA, who will make a decision based on Defendants' records

1 and any documents or other information presented by the Class Member making the challenge, Class  
2 Counsel or Defendants. Subject to Court approval, the SA's determination is final and binding without  
3 a right of appeal. The SA will inform the Parties of its final dispositions of all such challenges.

4 d. Opt-Out Procedure. Unless a Class Member timely opts out of the  
5 Settlement described in this Agreement (see **Exhibit B**), he/she shall be bound by the terms and  
6 conditions of this Agreement, and shall also be bound by the Final Judgment. A Class Member will  
7 not be entitled to opt-out of the Settlement established by this Agreement unless he or she submits to  
8 the SA a request or notice of opting out via U.S. mail postmarked on or before the expiration of the  
9 Exclusion Period. The request must be in writing on an Opt-Out Request and include the Class  
10 Member's name, address, date, signature, to the notice that indicates he or she "opts out" of the  
11 Settlement (see **Exhibit B**). Opt-Out Requests do not apply to the Settled PAGA Claims and will not  
12 exclude PAGA Members from the release of Settled PAGA Claims.

13 i. Upon receipt of any Opt-Out Request within the Exclusion  
14 Period, the SA shall review the request to verify the information contained therein, and confirm that  
15 the request complies with the requirements of this Agreement.

16 ii. Any Class Member who fails to submit via U.S. mail a timely,  
17 complete and valid Opt-Out Request shall be barred from opting out of this Agreement or the  
18 Settlement. The SA shall not have the authority to extend the deadline for Class Members to file a  
19 request to opt out of the Settlement absent agreement by the Parties.

20 iii. Class Members shall be permitted to rescind in writing their  
21 request to opt-out by submitting a written rescission statement to the SA no later than the Effective  
22 Date and provided individual Settlement Payments can be recalculated to reflect the rescission.

23 iv. Defendants alone have the option to withdraw from the  
24 settlement if the number of opt outs exceeds ten percent (10%) of the Class Members. If Defendants  
25 exercise the so called "blow up provision" then the settlement will be null and void. Defendants shall  
26 provide written notice of such withdrawal to Class Counsel within ten (10) business days of receiving  
27 notice from the SA that this provision has been triggered. In the event that Defendants elect to so  
28 withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to



1 satisfy a condition of Settlement. In the event that Defendants exercises this option, it will be solely  
2 responsible for any Settlement Administrator's costs. In addition, if the Court grants final approval  
3 conditioned on any material change to the Settlement, including but not limited to requiring a larger  
4 portion of the Net Settlement Amount to be treated as wages, then Defendants have the unilateral right  
5 to void the Settlement in its entirety. If that occurs, the Parties will have no further obligations under  
6 the Settlement, except that Defendants will pay the Claims Administrator's reasonable fees and  
7 expenses incurred as of the date that Defendants exercise the right to void the Settlement.

8           63. Objections to Settlement. Any Settlement Class Member may object to the  
9 Settlement. Any such objection may be submitted to the SA in writing on or before the close of the  
10 Exclusion Period or may appear at the Final Approval Hearing object orally. If any Settlement Class  
11 Member wishes to object in writing, any such written Objection shall include: (1) the full name of the  
12 Settlement Class Member; (2) address of the Settlement Class Member; (3) the basis for the objection;  
13 and (4) if the Settlement Class Member intends to appear at the Final Approval Hearing. The Parties  
14 shall be permitted to file responses to the Objection in addition to any motion for final approval  
15 documents. Settlement Class Members may also appear at the Final Approval Hearing to object. At  
16 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class  
17 Members to submit written objections to the Settlement or appeal from the Order granting final  
18 approval and/or Final Judgment. Class Counsel shall not represent any Settlement Class Members  
19 with respect to any such objections.

20           64. Final Fairness Hearing, Final Approval and Final Judgment.

21           a. Entry of Final Judgment. At the Final Approval Hearing, Named  
22 Plaintiffs will request, and Defendants will concur in said request, that the Court enter a Final  
23 Judgment.

24           b. Motion. Named Plaintiffs will draft and file a motion for final approval  
25 and for approval of any attorneys' fees and costs and enhancement award in conformity with any  
26 requirements from the Court and will take other action to request the entry of Final Judgment in  
27 accordance with this Agreement. The motion for final approval and corresponding paperwork will be  
28 subject to input and approval from Defendants and the proposed judgment finally approving the

1 Settlement shall be subject to the input from and approval by Defendants, provided that Defendants  
2 shall have five (5) days from receipt to provide such input. Defendants will concur in or not object to  
3 said request that the Court enter Final Judgment finally approving this Agreement. In conjunction  
4 with the motion for final approval, Class Counsel shall file a declaration from the SA confirming that  
5 the Class Notice and related forms were mailed to all Class Members as required by this Agreement,  
6 as well as any additional information Class Counsel, with the input and approval of Defendants, deems  
7 appropriate to provide to the Court.

8 c. Objections. Before and/or at the Final Fairness Hearing, Named  
9 Plaintiffs and Defendants, through their counsel of record, may address any written objections from  
10 Class Members or any concerns from Class Members who attend the hearing as well as any concerns  
11 of the Court.

12 d. Order. Named Plaintiffs will also draft and submit a proposed Order of  
13 Final Approval and Final Judgment in the form that is consistent with this Agreement and subject to  
14 prior review, revision and approval by Defendants (**See Exhibit D**). The Parties shall take all  
15 reasonable efforts to secure entry of the Order of Final Approval and Final Judgment. If the Court  
16 rejects the Agreement, fails to enter the Order of Final Approval, or fails to enter the Final Judgment,  
17 even after good faith efforts by the Parties to meet and confer and remedy where agreement can be  
18 reached any perceived deficiencies in the Settlement, this Agreement shall be void *ab initio*, and  
19 Defendants shall have no obligation to make any payments under the Agreement, except for payments  
20 to the SA for services performed up to that time. The Named Plaintiffs will submit a proposed Order  
21 of Final Approval subject to the review and approval of Defendants that will contain provisions:

22 i. Wherein the Court enters Final Judgment, finding that this  
23 Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of the  
24 Class and was reached as a result of intensive, serious, and non-collusive arms-length negotiations and  
25 was achieved with the aid of an experienced mediator and in good faith as to each Class Member;

26 ii. Affirms that each side will bear its own costs and fees (including  
27 attorneys' fees), except as provided by the Agreement, and that Defendants shall not be required to  
28

1 pay any amounts other than as set forth in the Agreement and the Order of Final Approval, and in no  
2 event any amount above the GSA (except as to the employer's share of payroll taxes);

3 iii. That confirms the certification of the Class for purposes of  
4 Settlement;

5 iv. That finds that the Settlement Administration process as carried  
6 out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied  
7 the requirements of law and due process;

8 v. That rejects any Objections to the Settlement;

9 vi. That approves the settlement of PAGA Claims consistent with  
10 the Settlement;

11 vii. That retains Court jurisdiction after entry of judgment to oversee  
12 administration and enforcement of the terms of the Agreement; and

13 viii. That requires the Parties to carry out the provisions of this  
14 Agreement.

15 65. Post-Final Approval Requirements and Procedures. Following entry of the  
16 Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act to assure  
17 the timely execution and fulfillment of all its provisions, including, but not limited to, the following:

18 a. Should an appeal be taken from the Final Approval of the Settlement,  
19 all Parties will support the Order of Final Approval and Final Judgment on appeal;

20 b. The Parties will assist the SA as needed or requested in the process of  
21 identifying and locating Settlement Class Members entitled to Settlement Payments from the NSA and  
22 PAGA Members entitled to PAGA Payments and assuring delivery of such payments;

23 c. Class Counsel will assist the SA as needed or requested in completing  
24 the distribution of any uncashed checks as directed by the Court; and

25 d. Class Counsel will certify to the Court completion of all payments  
26 required to be made by this Settlement Agreement.

27 66. Payment of Settlement. Defendants will deposit the Funding Payment into an  
28 account established by the SA within 15 days of the Effective Date. In the event an appeal, writ,

1 motion challenging the judgment or other collateral attack is made, the funds shall not be distributed  
2 until the challenge or other collateral attack is resolved in a manner that upholds the settlement in its  
3 entirety. The remittance of the Funding Payment to the SA shall constitute full and complete discharge  
4 of the entire monetary obligation of Defendants under this Agreement. No Released Party shall have  
5 any further monetary obligation or liability to Class Counsel, Named Plaintiffs, or Settlement Class  
6 Members under this Agreement after receipt by the SA of the Funding Payment.

7           a.       The Parties agree that the Funding Payment will qualify as a settlement  
8 fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as  
9 amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the SA is hereby  
10 designated as the "Administrator" of the qualified Settlement funds for purposes of Section 1.468B-  
11 2(k) of the income tax regulations. As such, taxes imposed on the gross income of that settlement  
12 fund and any tax-related expenses arising from any income tax returns or other reporting documents  
13 that may be required by the Internal Revenue Service or any state or local taxing body will be paid  
14 from the Funding Payment by the SA.

15           b.       The distribution of Settlement Payments to Settlement Class Members  
16 shall occur no later than the Settlement Proceeds Distribution Deadline. The SA shall be deemed to  
17 have timely distributed Settlement Payments if it places said payment in the mail (First-Class U.S.).  
18 When the SA receives notice from Settlement Class Members that they have not received such  
19 Settlement Payments due to changes of address or other circumstances, the SA shall be deemed to  
20 have timely distributed those Settlement Payments if (after satisfying itself that the amounts have not  
21 been received or negotiated) it re-mails the payments to the updated addresses or provides for delivery  
22 by other reasonable methods requested by such Settlement Class Members, provided that any and all  
23 requests for re-mailing shall be actually received and acknowledged by the SA before the 150-day  
24 deadline referenced in Paragraphs 67 and 68 or will be deemed ineffective, and have no effect and the  
25 original mailed amount shall be deemed timely distribution of the Settlement Payment. If any checks  
26 are returned to the SA without a forwarding address the SA shall conduct a skip-trace and re-mail the  
27 checks. The SA shall mail all Settlement Payments by the Settlement Proceeds Distribution Deadline.  
28 To comply with California Rule of Court 3.771, settlement checks shall include the following language

1 on the check: "A Court has approved settlement of the class action and PAGA representative actions  
2 and entered judgment for claims asserted in the consolidated lawsuits called *Benitez et al v. Medtronic,*  
3 *Inc. and Covidien LP* pending in the Orange County Superior Court, lead case No. 30-2019-01069185-  
4 CU-OE-CXC." No person shall have any claim against the SA, Defendants or Released Parties, Class  
5 Counsel, Defendants' counsel, or any other agent designated by Named Plaintiffs or Defendants based  
6 upon the distribution of Settlement Payments made substantially in accordance with this Agreement  
7 or further orders of the Court.

8 c. The distribution of attorneys' fees, costs, and the Named Plaintiffs'  
9 enhancement/general release awards shall occur no later than the payment date of the payment under  
10 the Settlement Proceeds Distribution Deadline. Under no circumstances shall the foregoing payments  
11 be made prior to the distribution of Settlement Payments to Settlement Class Members.

12 d. Upon Defendants' transfer of the Funding Payment to the SA,  
13 Defendants, the Released Parties, and Defendants' counsel shall have no further monetary liability or  
14 financial responsibility to Class Counsel or to any vendors or third parties employed by the Named  
15 Plaintiffs or Class Counsel in connection with the Action.

16 e. Defendants shall not be obligated to make any payments contemplated  
17 by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and  
18 after the Effective Date of the Agreement, and no amounts will be owed or payable until all appeals if  
19 taken or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement  
20 and no further challenge to the Settlement is possible.

21 67. Settlement Class Members who are sent Settlement Payments shall have one  
22 hundred twenty (120) days after mailing by the SA to cash their settlement checks.

23 68. If such Settlement Class Members do not cash their checks within that period,  
24 those checks will become void and a stop payment will be placed on the uncashed checks. Settlement  
25 checks that are not cashed within one hundred and twenty (120) days of mailing shall, subject to Court  
26 approval, be distributed pursuant to the State Controller Unclaimed Property Fund, or as otherwise  
27 directed by California Code of Civil Procedure Section 384 and as ordered by the Court. The Parties  
28 agree that if the remaining funds are not able to be distributed to the State Controller Unclaimed

1 Property Fund and if a *cypres* fund is required, subject to Court instruction, that the SA shall forward  
2 the entire amount of any amounts remaining from uncashed checks, plus any interest that has accrued  
3 thereon, to Legal Aid at Work, unless not accepted by the Court in which case the Parties will meet  
4 and confer about an acceptable *cypres*. In such event, those Settlement Class Members will be deemed  
5 to have waived irrevocably any right in or claim to a Settlement Payment subject to their rights, if any,  
6 to recover the Settlement Payments from the Unclaimed Property Fund if ordered or otherwise will be  
7 extinguished. Settlement Class Members who fail to negotiate their check(s) in a timely fashion shall,  
8 like all Settlement Class Members who did not validly opt out of the Settlement, remain subject to the  
9 terms of the Settlement and the Final Judgment.

10 69. The SA shall keep Class Counsel and Defendants' counsel apprised of all  
11 distributions from the GSA. Upon completion of administration of the Settlement, the SA shall  
12 provide written certification of such completion to the Court, Class Counsel and Defendants' Counsel.

13 70. Binding Effect of Agreement on Settlement Class Members and PAGA  
14 Members. Subject to final Court approval, all Settlement Class Members and PAGA Members shall  
15 be bound by this Agreement, and Final Judgment shall be entered in the Action. In addition, unless  
16 the Class Member opts out of the Settlement described in this Agreement, he/she shall be bound by  
17 the Court's Order of Final Approval and Final Judgment. As set forth more fully in Paragraph 74, if  
18 the Court does not enter an Order of Final Approval and Final Judgment granting Final Approval of  
19 the Settlement, which becomes final, the Settlement shall become null and void, and its terms and all  
20 documents setting out its terms shall be inadmissible in further litigation of this Action or any other  
21 case.

22 71. Non-Interference with Opt-Out Procedure. The Parties and their counsel agree  
23 that they shall not seek to solicit or otherwise encourage Class Members to submit Opt-Out Requests  
24 or objections to the Settlement or to appeal from the Final Judgment.

25 72. Waiver of Appeal. Subject to preliminary and Final Approval of this  
26 Settlement, all Class Members, except those Class Members who make timely and valid objections  
27 pursuant to the terms of this Agreement, expressly waive the right to appeal.

1                   73.   Preliminary Timeline for Completion of Settlement. The preliminary schedule  
2 for notice, approval, and payment procedures carrying out this Settlement is set forth in the subsections  
3 below. This schedule may be modified depending on whether and when the Court grants necessary  
4 approvals and orders notice to the Class and PAGA Members, and sets further hearings. In the event  
5 of such modification, the Parties shall cooperate in order to complete the Settlement procedures as  
6 expeditiously as reasonably practicable.

7                   a.    Preliminary Approval Hearing as permitted by the Court;

8                   b.    Defendants to provide information described in Paragraph 60.b. (name,  
9 address, dates of employment, etc.) no later than twenty-one days (21) days after the Court grants  
10 Preliminary Approval of the Settlement;

11                  c.    The SA to mail the Class Notice by U.S. First Class mail to Class  
12 Members and PAGA Members by approximately fourteen (14) days after receipt from Defendants of  
13 the information described in the preceding subparagraph;

14                  d.    The SA to conduct trace/search efforts and send a follow up mailing, no  
15 later than ten (10) days after initial mailing, to individuals whose Class Notice was returned as  
16 undeliverable or whose listed address is found to be inaccurate or outdated;

17                  e.    Opt-Out Requests and Objections to the Settlement must be postmarked  
18 no later than sixty (60) days after the date of initial mailing of the Class Notice;

19                  f.    The SA will provide to the Parties, and to the Court as directed by the  
20 Parties, information regarding Opt-Out Requests and written objections or statements of intention to  
21 object to the Settlement received from Class Members within seven (7) days of the close of the  
22 Exclusion Period;

23                  g.    Class Counsel will file a timely motion for final approval of the  
24 Settlement and a separate application for award of attorneys' fees and costs and an enhancement award  
25 to the Named Plaintiffs by the date set by the Court, or if no date is set, at least sixteen (16) court days  
26 prior to the scheduled Final Approval Hearing date;

27                  h.    The Parties will request a Final Approval Hearing before the Court  
28 within a reasonable time after the close of the Exclusion Period, or as soon thereafter as the Court will

1 hear the Motion for Final Approval. After entry of the Final Approval Order and Judgment Defendants  
2 shall remit the Funding Payment to the SA in the time period required by this Agreement.

3 i. Settlement Payments to Settlement Class Members, including the  
4 Named Plaintiffs, and payments to Class Counsel for litigation costs and expenses and awarded  
5 attorneys' fees, and the enhancement award to Named Plaintiffs, and payment to the LWDA shall be  
6 made by the Settlement Proceeds Distribution Deadline by mailing of checks by First Class U.S. mail  
7 or by wire (as to Class Counsel's payments only).

8 74. Automatic Voiding of Agreement if Settlement Not Finalized. If for any reason  
9 the Effective Date does not occur, the Settlement shall be null and void and the orders, judgment, and  
10 dismissal to be entered pursuant to this Agreement shall be vacated; and the Parties will be returned  
11 to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had never  
12 entered into this Agreement. In addition, in such event, the Agreement and all negotiations, court  
13 orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties  
14 hereto, and evidence relating to the Agreement and all negotiations shall not be admissible or  
15 discoverable in the Action or otherwise in any other proceeding.

16 75. No Injunctive Relief. The Parties agree that the Settlement does not include  
17 injunctive relief against Defendants or the Released Parties.

18 76. Confidentiality.

19 a. Parties and their counsel will keep the Settlement confidential, through  
20 the Court's order granting the Parties' Motion for Preliminary Approval, but the Parties will be able  
21 to disclose to the Court, when and as necessary before preliminary approval, that they have reached  
22 an agreement in principle, subject to completion of a final Agreement and Court approval.

23 b. Named Plaintiffs and Class Counsel agree not to issue a press release or  
24 otherwise notify the media about the terms of the Settlement or advertise or market any of the terms  
25 of the Settlement through written, recorded or electronic communications. In addition, Class Counsel  
26 for Named Plaintiffs' will not disclose the settlement, its terms or the parties on their website or  
27 otherwise. Named Plaintiffs and their counsel further agree that if contacted regarding this case, they  
28 will state only that the lawsuit exists and has been resolved. However, this will not prevent Class



Counsel from undertaking required submissions and disclosures that are required to obtain approval of the Settlement, including and not limited to, submission of the Settlement to the LWDA in conformity with the PAGA statute.

c. Defendants shall direct all inquiries by Class Members to the SA, which shall provide general information about the lawsuit, including responding to questions about the lawsuit, by providing neutral information about the agreement consistent with the Agreement.

d. Defendants agree they will adopt a neutral reporting policy regarding any future employment inquiries related to Named Plaintiffs. Thus, in the event that any potential or future employers should inquire regarding Defendants' employment of any of the Named Plaintiffs, they will be informed only of Named Plaintiffs' dates of employment with Defendants, job title(s) during their employment with Defendants, and starting and final rates of pay.

77. Non-Disparagement. As permitted by law, Named Plaintiffs agree that each shall not disparage Defendants, Defendants' performance, its employees, officers, or owners, or conduct to any third person or entity, unless compelled to do so by law or required for purposes of the settlement. In the event that Named Plaintiffs are required to make any such statements pursuant to lawful process or as otherwise may be required by law, Named Plaintiffs agree to advise Defendants and their counsel as soon as reasonably possible in advance of such statements to allow Defendants a reasonable opportunity to seek appropriate relief. If prompted by anyone to discuss any dispute he had with Defendants, Named Plaintiffs may state simply that "the matter has been resolved." Notwithstanding anything to the contrary herein, this provision shall not be interpreted to prevent, restrict, or otherwise obstruct Named Plaintiff Lan Le from prosecuting, testifying, or otherwise offering statements or evidence in the context of the Le FCRA Action.

78. Invalidation of Agreement for Failure to Satisfy Conditions. The terms and provisions in ¶¶ 1 through 39 and 51 through 92 of this Agreement are not mere recitals, but are deemed to constitute contractual terms. The Court may allocate less to the Named Plaintiffs, Class Counsel, and/or the LWDA than indicated in Paragraph 56 without impacting the validity and enforceability of the Agreement. The Court may allocate less to the SA than indicated in Paragraph 56 provided the actual amount spent by the SA is less than the maximum set forth in that Paragraph.

1 Without limiting the generality of the foregoing, if this Agreement is terminated for failure to satisfy  
2 any material terms or material conditions of this Agreement:

3 a. Defendants are not be obligated to create or maintain any type of  
4 settlement fund, and shall not be obligated to make any Settlement Payment to any Class Member,  
5 PAGA Member and/or any payment to Class Counsel or to the Named Plaintiffs.

6 b. The Agreement and all negotiations, Court orders and proceedings  
7 relating thereto shall be without prejudice to the rights of the Named Plaintiffs, PAGA Members, Class  
8 Members, and Defendants, each of whom shall be restored to their respective positions existing prior  
9 to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall  
10 not be discoverable or admissible in the Action or any other litigation;

11 c. Defendants will not have waived, and instead expressly reserve, their  
12 right to challenge the continuing propriety of class certification for any purpose; and

13 d. To the extent one exists, the Preliminary Approval Order shall be  
14 vacated in its entirety and neither this Agreement, the Preliminary Approval Order, nor any other  
15 document in any way relating to any of the foregoing, shall be relied upon, referred to or used in any  
16 way for any purpose in connection with any further proceedings in this Action or any related action,  
17 including class certification proceedings.

18 79. Notices. All notices, requests, demands and other communications required or  
19 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by First-  
20 Class U.S. mail to the attorneys listed in the caption above and the SA, with additional copies to be  
21 sent via electronic mail.

22 80. Modification in Writing. This Agreement may be altered, amended, modified  
23 or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the  
24 Court, and supersedes any memorandum of understandings or prior agreement(s). This Agreement  
25 may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any  
26 provision of this Agreement shall not constitute a waiver of any other provision of this Agreement  
27 unless expressly so indicated.

1           81.   Ongoing Cooperation. Named Plaintiffs and Defendants, and each of their  
2     respective counsel, shall cooperate in good faith to execute all documents and perform all acts  
3     necessary and proper to effectuate and implement the terms of this Agreement, including but not  
4     limited to drafting and submitting the motions for Preliminary and Final Approval, and defending the  
5     Agreement and Final Judgment against objections and appeals. Named Plaintiffs shall, as necessary,  
6     properly and completely take all steps, including but not limited to submitting any required documents  
7     to the LWDA and take any other actions necessary to resolve the Released PAGA Claims pursuant to  
8     this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts  
9     contemplated by this Agreement and any other efforts that may become necessary by order of the  
10    Court or otherwise, to effectuate this Agreement and the terms set forth herein.

11           82.   No Prior Assignments. The Parties hereto represent, covenant, and warrant that  
12    they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,  
13    or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action  
14    or rights herein released and discharged except as set forth herein.

15           83.   Binding on Successors. This Agreement shall be binding and shall inure to the  
16    benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal  
17    representatives, including the Released Parties.

18           84.   Entire Agreement. This Agreement constitutes the full, complete and entire  
19    understanding, agreement and arrangement between Named Plaintiffs and the Class Members/PAGA  
20    Members on the one hand, and Defendants and Released Parties on the other hand, with respect to the  
21    Settlement of the Action and the Settled Claims against the Released Parties, including Defendants.  
22    This Agreement supersedes any and all prior oral or written understandings, agreements and  
23    arrangements between the Parties with respect to the Settlement of the Action and the Settled Claims  
24    against the Released Parties. Except those set forth and included expressly in this Agreement, there  
25    are no other agreements, covenants, promises, representations or arrangements between the Parties  
26    with respect to the Settlement of the Action and the Settled Claims/Settled PAGA Claims against the  
27    Released Parties. The Parties explicitly recognize California Civil Code Section 1625 and California  
28    Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed

1 according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no  
2 such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of  
3 this Agreement.

4 85. Execution in Counterparts. This Agreement may be signed in one or more  
5 counterparts. A facsimile scanned shall be treated as an original signature for all purposes. All  
6 executed copies of this Agreement, and photocopies thereof (facsimile or email copies of the signature  
7 pages), shall have the same force and effect and shall be as legally binding and enforceable as the  
8 original. Parties shall execute by hand with "wet" signatures.

9 86. Captions. The captions and section numbers in this Agreement are inserted for  
10 the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the  
11 provisions of this Agreement.

12 87. Governing Law. This Agreement shall be interpreted, construed, enforced, and  
13 administered in accordance with the laws of the State of California, without regard to conflict of law  
14 rules.

15 88. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final  
16 Judgment, the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and  
17 California Rule of Court 3.769 for purposes of interpreting and enforcing the terms of this Agreement.

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

23 90. Warranties and Representations. With respect to themselves, each of the Parties  
24 to this Agreement and/or their agents or counsel represent, covenant and warrant that (a) they have  
25 full power and authority to enter into and consummate all transactions contemplated by this Agreement  
26 and have duly authorized the execution, delivery and performance of this Agreement, and (b) the  
27 person executing this Agreement has the full right, power and authority to enter into this Agreement  
28 on behalf of the Party for whom he/she has executed this Agreement, and the full right, power and

1 authority to execute any and all necessary instruments in connection herewith, and to fully bind such  
2 Party to the terms and obligations of this Agreement, except that the Parties understand that the Named  
3 Plaintiffs and Class Counsel only have the power to bind Class Members to the extent this Agreement  
4 is approved by the Court.

5 91. Representation by Counsel. The Parties acknowledge that they have been  
6 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and  
7 that this Agreement has been executed with the consent and advice of counsel. Further, the Named  
8 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that  
9 after entry by the Court of the Final Judgment, Defendants, through the SA, may distribute funds to  
10 Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by  
11 this Agreement.

12 92. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel  
13 to sign this Agreement and further agree not to request to be excluded from the Class and not to object  
14 to any terms of this Agreement. Any such Opt-Out Request or objection by the Named Plaintiffs shall  
15 therefore be void and of no force or effect.

16 **IT IS SO AGREED:**

17  
18 Dated: \_\_\_\_\_, 2021

19 \_\_\_\_\_  
Oscar Benitez  
Named Plaintiff/Class and PAGA  
20 Representative/Aggrieved Plaintiff

21 Dated: \_\_\_\_\_, 2021

22 \_\_\_\_\_  
Lan Le  
Named Plaintiff/Class and PAGA  
23 Representative/Aggrieved Plaintiff

24 Dated: \_\_\_\_\_, 2021

25 \_\_\_\_\_  
Mario Estrada-Peralta  
Named Plaintiff/Class and PAGA  
26 Representative/Aggrieved Plaintiff


1 authority to execute any and all necessary instruments in connection herewith, and to fully bind such  
2 Party to the terms and obligations of this Agreement, except that the Parties understand that the Named  
3 Plaintiffs and Class Counsel only have the power to bind Class Members to the extent this Agreement  
4 is approved by the Court.

5 91. Representation by Counsel. The Parties acknowledge that they have been  
6 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and  
7 that this Agreement has been executed with the consent and advice of counsel. Further, the Named  
8 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that  
9 after entry by the Court of the Final Judgment, Defendants, through the SA, may distribute funds to  
10 Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by  
11 this Agreement.

12 92. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel  
13 to sign this Agreement and further agree not to request to be excluded from the Class and not to object  
14 to any terms of this Agreement. Any such Opt-Out Request or objection by the Named Plaintiffs shall  
15 therefore be void and of no force or effect.

16 **IT IS SO AGREED:**

17  
18 Dated: 9-10, 2021

  
\_\_\_\_\_  
Oscar Benitez  
Named Plaintiff/Class and PAGA  
Representative/Aggrieved Plaintiff

19  
20  
21 Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Lan Le  
Named Plaintiff/Class and PAGA  
Representative/Aggrieved Plaintiff

22  
23  
24  
25 Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Mario Estrada-Peralta  
Named Plaintiff/Class and PAGA  
Representative/Aggrieved Plaintiff

1 authority to execute any and all necessary instruments in connection herewith, and to fully bind such  
2 Party to the terms and obligations of this Agreement, except that the Parties understand that the Named  
3 Plaintiffs and Class Counsel only have the power to bind Class Members to the extent this Agreement  
4 is approved by the Court.

5 91. Representation by Counsel. The Parties acknowledge that they have been  
6 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and  
7 that this Agreement has been executed with the consent and advice of counsel. Further, the Named  
8 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that  
9 after entry by the Court of the Final Judgment, Defendants, through the SA, may distribute funds to  
10 Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by  
11 this Agreement.

12 92. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel  
13 to sign this Agreement and further agree not to request to be excluded from the Class and not to object  
14 to any terms of this Agreement. Any such Opt-Out Request or objection by the Named Plaintiffs shall  
15 therefore be void and of no force or effect.

16 **IT IS SO AGREED:**

17  
18 Dated: \_\_\_\_\_, 2021

19 \_\_\_\_\_  
Oscar Benitez  
Named Plaintiff/Class and PAGA  
Representative/Aggrieved Plaintiff

20  
21 Dated: 09-10, 2021

22 \_\_\_\_\_  
Lan Le  
Named Plaintiff/Class and PAGA  
Representative/Aggrieved Plaintiff

23  
24 Dated: 09-18, 2021

25 \_\_\_\_\_  
Mario Estrada-Peralta  
Named Plaintiff/Class and PAGA  
Representative/Aggrieved Plaintiff

1 Dated: 09/17/21, 2021

2 \_\_\_\_\_  
3 Shaquille Howard  
4 Named Plaintiff/Class and PAGA  
5 Representative/Aggrieved Plaintiff

6 Dated: \_\_\_\_\_, 2021

Medtronic, Inc.

7 \_\_\_\_\_  
8 By: Rebecca Goldstein  
9 Its: Principal Legal Counsel

10 Dated: \_\_\_\_\_, 2021

Covidien LP

11 \_\_\_\_\_  
12 By: Rebecca Goldstein  
13 Its: Principal Legal Counsel

14 APPROVED AS TO FORM ONLY:

15 Dated: 9/24 /, 2021

JUSTICE LAW CORPORATION

17 BY: \_\_\_\_\_

DOUGLAS HAN

18 Attorneys for Oscar Benitez and Shaquille  
19 Howard, on behalf of themselves and all others  
20 similarly situated and aggrieved employees, and  
21 on behalf of the general public.

22 Dated: \_\_\_\_\_, 2021

JAMES HAWKINS APLC.

23 BY: \_\_\_\_\_

CHRISTINA LUCIO

24 Attorneys for Lan Le and Mario Estrada-Peralta,  
25 on behalf of themselves and all others similarly  
26 situated and aggrieved employees, and on behalf  
27 of the general public  
28

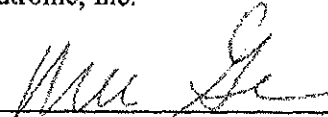


1 Dated: \_\_\_\_\_, 2021

2 Shaquille Howard  
3 Named Plaintiff/Class and PAGA  
4 Representative/Aggrieved Plaintiff

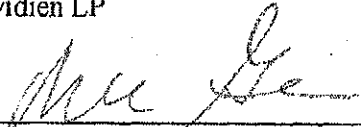
5 Dated: 9/13, 2021

6 Medtronic, Inc.

7   
8 By: Rebecca Goldstein  
9 Its: Principal Legal Counsel

10 Dated: 9/13, 2021

11 Covidien LP

12   
13 By: Rebecca Goldstein  
14 Its: Principal Legal Counsel

15 APPROVED AS TO FORM ONLY:

16 Dated: \_\_\_\_\_, 2021

17 JUSTICE LAW CORPORATION

18 BY: \_\_\_\_\_

19 DOUGLAS HAN  
20 Attorneys for Oscar Benitez and Shaquille  
21 Howard, on behalf of themselves and all others  
22 similarly situated and aggrieved employees, and  
23 on behalf of the general public.

24 Dated: \_\_\_\_\_, 2021

25 JAMES HAWKINS APLC.

26 BY: \_\_\_\_\_

27 CHRISTINA LUCIO  
28 Attorneys for Lan Le and Mario Estrada-Peralta,  
on behalf of themselves and all others similarly  
situated and aggrieved employees, and on behalf  
of the general public

1 Dated: \_\_\_\_\_, 2021

2 \_\_\_\_\_  
3 Shaquille Howard  
4 Named Plaintiff/Class and PAGA  
5 Representative/Aggrieved Plaintiff

6 Dated: \_\_\_\_\_, 2021

7 Medtronic, Inc.

8 \_\_\_\_\_  
9 By: Rebecca Goldstein  
10 Its: Principal Legal Counsel

11 Dated: \_\_\_\_\_, 2021

12 Covidien LP

13 \_\_\_\_\_  
14 By: Rebecca Goldstein  
15 Its: Principal Legal Counsel

16 **APPROVED AS TO FORM ONLY:**

17 Dated: \_\_\_\_\_, 2021

18 JUSTICE LAW CORPORATION

19 BY: \_\_\_\_\_

20 DOUGLAS HAN  
21 Attorneys for Oscar Benitez and Shaquille  
22 Howard, on behalf of themselves and all others  
23 similarly situated and aggrieved employees, and  
24 on behalf of the general public.

25 Dated: September 10, 2021

26 JAMES HAWKINS APLC.

27 BY: \_\_\_\_\_

28 CHRISTINA LUCIO  
Attorneys for Lan Le and Mario Estrada-Peralta,  
on behalf of themselves and all others similarly  
situated and aggrieved employees, and on behalf  
of the general public

## Exhibit 2

**ORANGE COUNTY SUPERIOR COURT**  
***Oscar Benitez, Lan Le, Shaquille Howard, and Mario Jorge Estrada-Peralta et al. v.***  
***Medtronic, Inc. and Covidien LP.***

Case No. 30-2019-01069185-CU-OE-CXC

*Consolidated with the following cases:*

Benitez – 30-2019-01106385

Le – 30-2020-01140338

Le – 30-2020-01144725

Howard – 30-2020-01159995

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**To:** All current and former non-exempt employees of Defendants, either direct or placed through a staffing agency who worked for Defendants, in the state of California from October 21, 2015 through September 15, 2021

***PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS***

**WHY DID I GET THIS NOTICE?**

You have received this Notice because Medtronic, Inc. and Covidien LP (“Defendants”) records reflect that you are or may be a class member in a pending class action listed above that is pending in the Orange County Superior Court, Case No. 30-2019-01069185-CU-OE-CXC - *Consolidated with the following cases:* 30-2019-01106385; 30-2020-01140338; 30-2020-01144725; and 30-2020-01159995 (the “Action”), and you may be entitled to money from the settlement of that Action.

This Notice is court approved and informs you of the terms of the agreement of the Parties to settle the claims as set forth and embodied in a Class Action Settlement Agreement, Release and Stipulation (“Settlement”). This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

**WHAT IS THIS ACTION ABOUT?**

The Action was initially filed on May 10, 2019, on behalf of Plaintiff Oscar Benitez, and later added Lan Le, Shaquille Howard and Mario Jorge Estrada-Peralta (“Named Plaintiffs”), and other similarly situated current and former employees of Defendants. The Action, as amended, pleads claims on behalf of Named Plaintiffs and a proposed class against Defendants for: (1) failure to pay minimum wage and/or overtime compensation for all hours worked; (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; and (8) claims

for penalties under the Private Attorney General Act. Named Plaintiffs seek to recover various damages and costs and penalties, including unpaid wages, premiums, restitution, interest, penalties, and attorneys' fees and costs. A copy of the First Amended Consolidated Complaint is on file with the Court.

Defendants deny each and all of the claims and contentions alleged by Named Plaintiffs. Defendants believe strongly that they have multiple valid defenses to the claims and that their employees have been properly paid and treated in accordance with the law. Absent the Settlement, Defendants would contest vigorously the lawsuit. By agreeing to this Settlement, Defendants are not admitting that it has any liability.

After engaging in extensive formal and informal discovery, an all-day mediation before an experienced mediator Lisa Klerman, the Parties agreed to the Settlement, which was preliminarily approved by the trial court in the Action ("Court") on [Date]. Named Plaintiffs and Class Counsel support the Settlement.

Neither the Court nor any other fact finder has decided whether the claims brought by the Named Plaintiffs (or Defendants' defenses) are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the final hearing. Defendants reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations in the Action and whether this Action should proceed as a class action.

#### **WHAT IS A CLASS ACTION?**

In a class action lawsuit, one or more persons sue on behalf of other people who may have similar claims. Oscar Benitez, Lan Le, Shaquille Howard and Mario Jorge Estrada-Peralta are the Class Representatives or Named Plaintiffs in the Action, and have asserted claims on behalf of themselves and the class against Defendants. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

#### **WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

The settlement class includes **all current and former non-exempt employees of Defendants, either direct or workers placed through a staffing agency who worked for Defendants, in the state of California from October 21, 2015 through September 15, 2021** (referred to as the "Class Period"), other than those who opt-out (as discussed below). This group individually and collectively will be referred to as "Class Members."

#### **WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?**

Defendants will pay a fixed "Gross Settlement Amount" in the amount of Seven Million Dollars and Zero Cents (\$7,000,000.00) in exchange for: the release by Settlement Class Members of Settled Claims (defined below) and Settled PAGA Claims (defined below) against Defendants and Released Parties



(defined below); final judgment on the Action; and the other terms set forth in the Settlement. Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- **Individual Settlement Allocation:** \$ [REDACTED] shall be allocated to all Settlement Class Members (defined below) and referred to in this notice as the “Net Settlement Amount” or “NSA.” Settlement Class Members who do not request to be excluded from the Settlement will receive a pro-rata share of the Net Settlement Amount automatically, which will be referred to in this notice as the “Individual Settlement Allocation.” The Individual Settlement Allocation will be calculated by dividing the number of Pay Periods reflected in the company’s records and estimates for you during the Class Period by the total Pay Periods worked by all Settlement Class Members during the Class Period as reflected in company records and estimates. Pay Periods worked shall be determined by the Settlement Administrator based on data to be provided by Defendants, as may be modified by the Settlement Administrator’s or Court’s resolution of any challenges. The Court will resolve any Pay Period disputes not otherwise resolved by the Settlement Administrator and the Parties.
  - **Your estimated Individual Settlement Allocation is \$ [REDACTED].**
  - **Your estimated number of Pay Periods during the Class Period is [REDACTED].**

Twenty percent (20%) of each Individual Settlement Allocation will be allocated to wages for which a W-2 shall be issued and eighty percent (80%) of each Individual Settlement Allocation will be considered penalties, interest and other non-wage related amounts, if any, and will be reported on an IRS Form 1099. The PAGA Payments to PAGA Members will be designated as payments for alleged penalties and other non-wage amounts and will be reported on an IRS Form 1099.

Settlement Class Members who do not request to be excluded from the Settlement will be forever barred from pursuing the Settled Claims against Defendants or any other Released Parties.

You have the right to challenge the number of Pay Periods allocated to you. If you dispute the number of Pay Periods please contact the Settlement Administrator with any and all evidence supporting your dispute. You will have until [INSERT DATE] to submit your dispute.

- **Enhancement Payment:** Named Plaintiffs will request an award not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each in recognition of their work in this Action on behalf of the Class and a general release of all claims (except as to Plaintiff Le who has retained the claims pending in the United States District Court-- Southern District of California, Case No. 3:20-cv-02040-AJB-BLM).
- **Attorney’s Fees and Expenses Payment:** Class Counsel (listed below) will seek a total amount of money not to exceed \$2,333,333 to be paid in accordance with the Settlement for any and all attorney’s fees and \$55,000.00 in costs and expenses relating to the Action.
- **Settlement Administration:** The cost of settlement administration will not exceed \$45,000, which pays for tasks such as translating and mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted requests for exclusions.
- **PAGA Penalty Payment:** Pursuant to California Labor Code Section 2698 *et seq.*, known as the Private Attorney General Act or “PAGA”, the Parties designate \$500,000.00 of the Gross

Settlement Amount as payment for Named Plaintiffs' claims on their own behalf and on behalf of all employees for penalties under the PAGA. Seventy-five percent (75%) of that amount, or \$375,000.00, will be paid to California's Labor & Workforce Development Agency ("LWDA"). The remainder shall be divided among PAGA Members, who are all Class Members who are employed or have been employed by Defendants in the state of California as non-exempt employees during the PAGA Class Period (May 10, 2018 through September 15, 2021) and you will not be able to opt-out or exclude yourself from this portion of the settlement.

#### **WHAT AM I RELEASING UNDER THE SETTLEMENT?**

Unless you timely exclude yourself from the class (as discussed below), you, on behalf of yourself and anyone who may claim through you, irrevocably and unconditionally forever and fully release (and covenant not to sue or otherwise pursue claims, whether known or unknown, against) any and all Released Parties from any and all Settled Claims.

"Released Parties" means Medtronic, Inc. and Covidien LP and their subsidiaries, affiliates, parents, all third party entities who provided workers to Medtronic, Inc. and Covidien LP in California (including but not limited to Acara (previously known as Superior Talent Resources) 3Bridge Solutions, Advanced Clinical, Aerotek, Artech Information Systems LLC, ATR, Bentley Global Resources LLC, Collabera, Inc., DYPLOYIT, Inc., Employbridge, Engineering Technical Group, Entegee Inc., Green Key Temp LLC, Horizontal Integration, Howroyd Wright Employment Agency, IG Inc., Infotree Service, Inc., Infoway Solutions, Insight Global, InterpPros Federation, InSync Staffing, iTech Solutions, Inc., Kelly Services, Inc., Kimco, Lancesoft Inc., Manpower, Mindlance, On Assignment Staffing Services, Populus Group, Pacific Rim Resources, Randstad North America, Inc., Robert Half International, Real Staffing Group, Superior Staffing, Specialist Staffing Solutions, TAJ Technologies, Tech-Pro, Tekmark Global Solutions, The Apelagao Group, The Ascent Services Group, Three Point Solutions, Inc., US Tech Solutions, Inc.) and attorneys and each of their company-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..

"Settled Claims" means any and all claims alleged in the First Amended Consolidated Class Action and Representative Action Complaint filed on January 4, 2021 (the "Complaint") or which could have been alleged in the Complaint based on the allegations, or facts alleged therein, and shall specifically include without limiting the generality thereof all causes of action listed in the Complaint that arose during the Class Period or PAGA Period. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under California law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and Professions Code Section 17200). "Settled Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. are all 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 arising out of the allegations of the First Amended Consolidated Class Action and Representative Action Complaint filed on January 4, 2021, including, but not limited to: (1) claims for failure to pay minimum wage and/or overtime compensation for all hours worked; (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) claims for penalties under the Private Attorney General Act, including but not limited to under California Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1198, 2698 et seq., 2800, 2802, or any applicable Wage Order; and (9) premium pay or liquidated damages of any nature whatsoever, arising out of any conduct, events, or transactions occurring during the Class Period including without limitation, interest, attorneys' fees and costs for the time periods described above through September 15, 2021. The Settled Claims as to the third party entities/staffing agencies who provided Employees hired through a staffing agency to Medtronic, Inc. and Covidien LP in California is limited to the alleged violations set forth herein while working for Defendants Medtronic, Inc. and/or Covidien LP in California during the Class Period. If the Court grants final approval of the Settlement, then the Final Judgment will expressly provide that it covers and bars as a matter of law each and every Class Member other than those who have opted out from asserting any Settled Claims in the future.

"Settled PAGA Claims" means any and or all PAGA claims alleged in the Action or which could have been alleged in the Action based on the allegations or facts alleged therein, and shall specifically include without limiting the generality thereof all causes of action listed in the Complaint. The release of the foregoing claims extends to all theories of seeking relief under PAGA for the specified claims regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, including under the California Labor Code, the Wage Orders, applicable regulations. "Settled PAGA Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. If the Court grants final approval of the Settlement, then the Final Judgment will expressly provide that it covers and bars Plaintiff, LWDA, the State of California, and any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Members from prosecuting "Settled PAGA Claims" that arose during the PAGA Period. The Settled PAGA Claims as to the third party entities/staffing agencies who provided workers through a staffing agency to Medtronic, Inc. and Covidien LP in California is limited to the alleged violations set forth herein while working for Defendants Medtronic, Inc. and/or Covidien LP in California during the PAGA Period.

#### **WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT ALLOCATION?**

To receive your Individual Settlement Allocation, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Individual Settlement Allocation will be mailed to the address on file. Also, if you only worked for Defendants as a worker placed through a staffing agency, you need to provide the Settlement Administrator with your Social Security Number to receive a payment. To do so, please



Once you receive your Individual Settlement Allocation, you shall have One Hundred and Twenty (120) calendar days after mailing by the Settlement Administrator to cash your Settlement checks. If you do not cash your check within that period, your check will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within One Hundred and Twenty (120) days of mailing shall be voided and delivered to California State Controller's Unclaimed Property Fund or as otherwise directed by the Court. You will still be bound by the Settlement even if you don't cash your settlement check(s).

Neither Defendants, nor any Released Party offers tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your Individual Settlement Allocation. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus programs that may exist and/or be offered to you through, by or in conjunction with Defendants or any other Released Party.

#### **WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?**

You have the right to request exclusion from the Settlement other than the release of PAGA claims. To do so, you must fill out and submit the Opt-Out Form included in this packet to the Settlement Administrator at the following address: [REDACTED]. To be valid, the Opt-Out Form must be: (1) filled out by you; (2) signed by you; and (3) must be postmarked or fax stamped by [60 days after mailing date] and returned to the Settlement Administrator at the specified address or fax number. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, and you will be barred from pursuing the Settled Claims. The Opt-Out Form will not impact your inclusion in the settlement and release of claims under the PAGA.

If you timely request to be excluded from the Settlement, you will not be entitled to receive any payment under the Settlement other than related to the PAGA if you are part of that settlement. Class Counsel will not represent your interests if you request to be excluded.

#### **WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?**

Any Settlement Class Member (that is, Class Member who has not asked to be excluded from the Settlement) may object to the Settlement. If you object to the Settlement, you may, but you are not required to, appear at the hearing where the Court will make a final decision whether or not to approve the Settlement ("Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on [REDACTED], 2022, at [REDACTED] a.m. in Department CX102 of the Orange County Superior Court, located at the address below. The hearing may be continued (moved to another date) without further notice to you.

If you wish to object in writing, you may submit a written objection to the Settlement Administrator at the following address: [REDACTED]. To be valid, the written objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the dates of employment of the Settlement Class Member; (3) and the basis for the objection.. A Class Member who wishes to object must submit his or her objection to the Settlement Administrator no later than [60 days

**after mailing date].** The Parties shall be permitted to file responses to the objection in addition to any motion for final approval documents. You may also object in person by appearing at the Final Approval Hearing.

The Court has decided that the law firms listed below under "CLASS COUNSEL" are qualified to represent the Settlement Class Members and PAGA Members. However, you have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

<b>CLASS COUNSEL</b>  DOUGLAS HAN SHUNT TATAVOS-GHARAJEH JUSTICE LAW CORPORATION 751 N. Fair Oaks Avenue, Suite 101 Pasadena, CA 91103 Telephone: (818) 230-7502 Facsimile: (818)230-7259  JAMES HAWKINS CHRISTINA LUCIO JAMES HAWKINS, APLC 9880 Research Drive, Suite 200 Irvine, CA 92618 Telephone: (949) 387-7200 Facsimile: (949) 387-6676	<b>DEFENDANT'S COUNSEL</b>  JODY A. LANDRY LITTLER MENDELSON, P.C. 501 West Broadway, Suite 900 San Diego, CA 92101  <b>THE COURT</b>  CIVIL COMPLEX CENTER 751 West Santa Ana Blvd. Santa Ana, CA 92701
--	---

Submitting an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive an Individual Settlement Allocation and will be barred from pursuing the Settled Claims. Do not submit both an objection and request for exclusion. If you submit both a request for exclusion and an objection, you will be excluded from the class and the objection will not be considered, and you will remain part of the PAGA settlement.

#### **WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?**

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the Settlement and PAGA members whether or not they receive or timely cash their Individual Settlement Allocations. Final approval of the Settlement will bar any Settlement Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding any Settled Claims and PAGA Members from pursuing released PAGA claims. The Class Action Settlement Agreement, Release and Stipulation on file with the Court contains additional details about the scope of the release.

#### **FURTHER INFORMATION**



The foregoing is only a summary of the Settlement. The Settlement, pleadings and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk's Office of the Orange County Superior Court listed above as "THE COURT." In addition, you may obtain these records on the Orange County Superior Court's website at <http://www.occourts.org/online-services/case-access/> by clicking "Access Now" next to Civil Case & Document Access. You will need to accept the terms of the Information Disclaimer, and proceed to enter the case number listed at the top of this Notice and the security code provided on the webpage.

In addition, you may view the operative complaint, Settlement Agreement, order granting preliminary approval and, if final approval is granted, the order granting final approval and judgment, on the Settlement Administrator's website at [REDACTED].

If you have any questions about the Settlement, you can contact Class Counsel, whose contact information is listed above in "CLASS COUNSEL" or the Settlement Administrator at:

[List claims administrator information].

You may seek the advice and guidance of your own attorney at your own expense.

Any deadline to submit an exclusion, object or dispute the workweeks will be extended by 10 days if you were re-mailed the notice. Whether the Noticed has been re-mailed or not will be indicated on the envelope.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION  
REGARDING THIS SETTLEMENT.***

***IF YOU HAVE ANY QUESTIONS ABOUT THE SETTLEMENT OR ANYTHING IN THIS  
NOTICE YOU CAN CONTACT THE CLAIMS ADMINISTRATOR AT [REDACTED]. YOU MAY  
ALSO CONTACT CLASS COUNSEL WHOSE INFORMATION IS LISTED ABOVE.  
ALTERNATIVELY YOU CAN SEEK ADVICE FROM YOUR OWN COUNSEL AT YOUR OWN  
EXPENSE.***

4832-5370-9043.2 / 102223-1001