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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUL 27 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

JENNIFER DIAZ, on behalf of similarly situated
members of the general public,

Plaintiff,

vs.

3M COMPANY,

Defendant.

Case No. 30-2019-01051635-CU-OE-CXC

**ORDER GRANTING APPROVAL OF
PAGA SETTLEMENT**

*[Assigned for all purposes to
The Honorable Peter Wilson, Dept. CX-101]*

Date: July 27, 2023

Time: 2:00 p.m.

Dept.: CX101

Action Filed: 2019-02-15

1 Plaintiff's Motion for Approval of PAGA Settlement was heard by the Court on July 27,
2 2023. The Court having reviewed the Motion for Approval of PAGA Settlement, the Private
3 Attorneys General Act Claims Settlement Agreement and Release ("Settlement Agreement")
4 attached as Exhibit "A" to this Order and the Amendment to the Settlement Agreement attached as
5 Exhibit "B" to this Order, the papers, the arguments of counsel, and all other evidence and matters
6 presented, and good cause appearing, orders as follows:

7 The Motion for Approval of PAGA Settlement is **GRANTED**, subject to the following
8 findings and orders:

9 1. All terms used herein shall have the same meaning as defined in the Settlement
10 Agreement attached hereto as Exhibit A and the Amendment to the Settlement Agreement attached
11 hereto as Exhibit B;

12 2. The Court hereby approves the terms set forth in the Settlement Agreement for
13 settlement of PAGA claims in accordance with Labor Code section 2699(1)(2), and finds that the
14 Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the
15 PAGA settlement according to the terms set forth in the Settlement Agreement. The Agreement
16 provides a Gross Settlement Amount in the sum of \$299,999.00. The following deductions will be
17 made from the Gross Settlement Amount:

- 18 a. attorneys' fees in the amount of \$99,999.66;
- 19 b. litigation costs in the amount of \$14,580.89;
- 20 c. payment to Plaintiff in the amount of \$5,000.00 in exchange for a general
21 release of her claims against Defendant; and
- 22 d. settlement administration costs in the amount of \$8,850.00.

23 After the above deductions are made to the Gross Settlement Amount, \$171,568.45 will remain
24 (the "Net Settlement Amount"). The Net Settlement Amount will be divided between the Labor
25 and Workforce Development Agency ("LWDA") and the Allegedly Aggrieved Employees
26 (defined as all current and former hourly-paid or non-exempt employees who worked for
27 Defendant 3M Company in the State of California from November 28, 2017 to March 13, 2018).
28 The LWDA will receive 75% of the Net Settlement Amount (\$128,676.33) and the Allegedly

1 Aggrieved Employees will receive 25% of the Net Settlement Amount (\$42,892.12), which will be
2 divided among Allegedly Aggrieved Employees on a *pro rata* basis according to the number of pay
3 periods they worked for Defendant from November 28, 2017 to March 13, 2018.

4 3. The Settlement Agreement is not an admission by Defendant or any other Released
5 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by
6 Defendant or any of other Released Parties. Neither may this Order, the Settlement Agreement, any
7 document referred to herein, or any action taken to carry out the Settlement Agreement, be
8 construed or used as an admission of any fault, wrongdoing, omission, concession, or liability
9 whatsoever by or against Defendant or any of the Released Parties.

10 4. Defendant shall pay Phoenix Settlement Administrators the Gross PAGA Settlement
11 of \$299,999.00, from which Phoenix Settlement Administrators shall carry out the mailing of the
12 notice attached hereto as Exhibit C, distributions, payments, reporting and other obligations set
13 forth in the Settlement Agreement. This action will be dismissed following the Final Accounting
14 Hearing.

15 5. The Court further orders that upon the date that this Order becomes final and no
16 longer appealable, Plaintiff and the Allegedly Aggrieved Employees will be forever barred from
17 bringing any Released Claim against any Released Party for or relating to anything that may have
18 occurred during the Covered Period.

19 6. This Order is entered pursuant to the Settlement Agreement and is intended to
20 effectuate the settlement more fully described in said Agreement and Amendment to the
21 Agreement attached hereto; and

22 7. Notwithstanding the ultimate dismissal of this Action pursuant to Paragraph 4
23 above, the Court will retain jurisdiction to adjudicate any matters related to this Order and the
24 Agreement and the Amendment to the Agreement. The Court sets a Final Accounting Hearing for
25 August 2, 2024 at 9:00 AM. Plaintiff must submit a final report by no later than July 26, 2024

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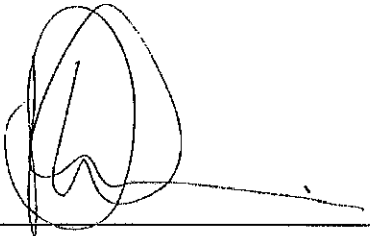
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1 stating the actual amounts paid to Allegedly Aggrieved Employees and the other amounts
2 distributed under the Settlement, including uncashed checks.

3
4 **IT IS SO ORDERED.**

5
6 Dated: July 27, 2023

A handwritten signature in black ink, appearing to be 'Peter Wilson', written over a horizontal line.

Hon. Peter Wilson

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EXHIBIT A

Private Attorneys General Act (Cal. Lab. Code § 2698, *Et Seq.*) Settlement Agreement

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth in this Private Attorneys General Act (Cal. Lab. Code § 2698, *Et Seq.*) Settlement Agreement (“Settlement Agreement”), entered by and between Plaintiff Jennifer Diaz (“Plaintiff”), for herself and on behalf of the State of California and other Allegedly Aggrieved Employees pursuant to the California Private Attorneys General Act, and Defendant 3M Company (“Defendant” or “3M”) (collectively, the “Parties”).

This Settlement Agreement shall be effective upon the date of the Court order approving the settlement (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “3M” means Defendant 3M Company.
2. “Action” means the matter entitled *Jennifer Diaz v. 3M Company*, Orange County Superior Court Case No. 30-2019-01051635-CU-OE-CXC.
3. “Allegedly Aggrieved Employees” means all current and former hourly-paid or non-exempt employees who worked for 3M in the State of California during the PAGA Period, i.e., from November 28, 2017 to March 13, 2018, which is estimated to consist of 13,010 pay periods.
4. “Complaint” means the claims and allegations set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency dated November 28, 2018 (“LWDA Letter”) and the Complaint filed on February 15, 2019.
5. “Court” or “Orange County Superior Court” means the Superior Court of California for the County of Orange.
6. “Defense Counsel” or “Counsel for Defendant” is: Tracie Childs and Amy V. Bianchini, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 4660 La Jolla Village Drive, Suite 990, San Diego, CA 92122, Telephone: 858.652.3100, Facsimile: 858.652.3101, email: tracie.childs@ogletree.com and amy.bianchini@ogletree.com.
7. “Employee PAGA Portion” is the amount to be distributed to the Allegedly Aggrieved Employees, which shall consist of 25% of the PAGA Penalties Amount, as provided in Section III.3 herein.

8. "Employee Payments" refers to the PAGA Penalty Payments that will be distributed to Allegedly Aggrieved Employees, as provided in Section III.3 herein.

9. "Gross Settlement Amount" is the sum of Two Hundred Thousand Nine Hundred and Ninety- Nine Dollars and Zero Cents (\$299,999.00), which represents the total amount payable under this Settlement Agreement by 3M, and includes the Employee PAGA Portion payable to Allegedly Aggrieved Employees, LWDA Payment payable to the LWDA, Court-awarded Attorneys' Fees (not to exceed \$99,999.66) to Plaintiff's Counsel, Court-awarded Litigation Costs (not to exceed \$20,000.00) to Plaintiff's Counsel, Court-awarded General Release Fee (not to exceed \$5,000.00) to Plaintiff, and a Court-awarded payment to the Settlement Administrator for Settlement Administration Costs (not to exceed \$8,850.00). The Gross Settlement Amount is subject to a pro rata increase pursuant to Section III.2 below.

10. "LWDA" means the California Labor and Workforce Development Agency.

11. "Plaintiff's Counsel" means Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Fawn F. Bekam of Aegis Law Firm, PC, 9811 Irvine Center Drive, Suite 100, Irvine, California 92618, Telephone: 949-379-6250, Facsimile: 949-379-6251, email: fbekam@aegislawfirm.com.

12. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Allegedly Aggrieved Employees after the following amounts are subtracted from the Gross Settlement Amount: (a) Attorneys' Fees to Plaintiff's Counsel; (b) Litigation Costs to Plaintiff's Counsel; (c) General Release Fee to Plaintiff; and (d) Settlement Administration Costs to Settlement Administrator.

13. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

14. "LWDA Payment" means the amount to be paid to the LWDA, which is seventy-five percent (75%) of the Other PAGA Penalties Amount as set forth in Section III.3 herein.

15. "PAGA Period" means the time period from November 28, 2017 to March 13, 2018.

16. "PAGA Released Claims" means any and all claims, debts, rights, demands, obligations or liabilities of every nature and description under PAGA for penalties based on the facts alleged in the Action, or Plaintiff's letter to the Labor and Workforce Development Agency, including without limitation: (i) the failure to provide complete and accurate itemized wage statements; and (ii) all other claims whatsoever that were alleged in this case or that could have been alleged in this case based on the facts alleged in this case for civil penalties under the Labor Code Private Attorneys General Act of 2004.

17. "Released Parties" means 3M and its past, present, and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates,

divisions, successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

18. "Settlement Administrator" means Phoenix Settlement Administrators, a third-party administrator who shall administer the settlement, subject to approval by the Court, in accordance with this Settlement Agreement, and whose costs and expenses to administer the settlement are currently estimated not to exceed \$8,850.00 ("Settlement Administration Costs").

II. RECITALS

1. On May November 28, 2018, Plaintiff provided written notice to the LWDA and 3M asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of California Labor Code sections California Labor Code sections 226 and 226.3 for failure to provide complete and accurate wage statements.

2. Plaintiff filed her complaint on February 15, 2019, alleging a single cause of action under PAGA for alleged violations of Labor Code sections 226 and 226.3.

3. On September 8, 2022, the Parties participated in mediation before mediator Kristin Rizzo, Esq., after undertaking investigation and exchange of information and documents pertaining to Plaintiff's wage statements and the number of wage statements issued to Aggrieved Employees during the PAGA Period.

4. That day, based on the mediator's proposal, the Parties agreed to fully and finally resolve the Action and the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that her claims do not have merit or by 3M of any liability or wrongdoing as to Plaintiff, Allegedly Aggrieved Employees, or any other person, and 3M specifically disclaims any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** 3M shall pay \$299,999.00 as the Gross Settlement Amount. If the number of pay periods in the PAGA Period is at least ten percent more than 13,010, the parties shall resume negotiations in good faith regarding adjustment to the Gross Settlement Amount in light of the additional pay periods. In the event that the Parties cannot reach final agreement regarding an adjustment to the Gross Settlement Amount, Plaintiff shall have, in her sole discretion, the right to void and withdraw from the Settlement. Plaintiff must exercise this right of rescission in writing to counsel for Defendant within twenty one (21) days of receipt of notice of the increase in the number of pay periods.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Allegedly Aggrieved Employees as follows: Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Allegedly Aggrieved Employees on a *pro rata* basis, based on their respective number of pay periods worked for 3M during the PAGA Period. Payments to Allegedly Aggrieved Employees of their share of the Other PAGA Penalties Amount shall be referred to as "PAGA Penalty Payment(s)." Each Allegedly Aggrieved Employee will be paid a non-wage check for the PAGA Penalty Payment, and will receive an IRS Form 1099 for said payment.

4. **Attorneys' Fees Payment and Litigation Costs Payment.** 3M will not oppose Plaintiff's request for an award of attorneys' fees in the amount up to \$99,999.66 ("Attorneys' Fees") and litigation costs and expenses in the amount up to \$16,000.00 incurred in prosecuting this Action ("Litigation Costs"), to Plaintiff's Counsel. Plaintiff will not seek Attorneys' Fees or Litigation Costs in excess of these amounts. In the event the Court approves a payment of less than \$99,999.66 for Attorneys' Fees and/or less than \$20,000.00 for Litigation Costs to Plaintiff's Counsel, the difference will be added to, and become a part of, the Net Settlement Amount. The Attorneys' Fees and Litigation Costs payments will be reported on an IRS Form 1099 issued to Plaintiff's Counsel.

5. **General Release Fee.** 3M will not oppose Plaintiff's request for payment in the amount up to \$5,000.00 as a general release fee in connection with the release and waivers provided by Plaintiff, in her individual capacity ("General Release Fee"). Plaintiff will not seek a General Release Fee in excess of \$5,000.00. In the event the Court approves a payment of less than \$5,000.00 as a General Release Fee award to Plaintiff, the difference will be added to, and become a part of, the Net Settlement Amount. The General Release Fee will be reported on an IRS Form 1099 issued to Plaintiff.

6. **Settlement Administration Costs.** 3M will not oppose Plaintiff's request for payment in the amount up to \$8,850.00 to the Settlement Administrator for administering the settlement. Plaintiff will not seek Settlement Administration Costs in excess of \$8,850.00. In the event the Court approves a payment of less than \$8,850.00 for Settlement Administration Costs, the difference will be added to, and become a part of, the Net Settlement Amount. Settlement Administration Costs will be reported on an IRS Form 1099 issued to the Settlement Administrator.

7. **Plaintiff's Release of Claims and Waiver of California Civil Code section 1542.**

In consideration of payments under the settlement, and upon the Effective Date, Plaintiff shall release the Released Parties from any and all PAGA Released Claims and any other claims that she may have against the Released Parties, including and not limited to, all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred, other than as otherwise provided herein) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, any claim for damages related to Plaintiff's employment with Defendant, the separation of her employment, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation, any claim of wrongful termination, retaliation, or wage and hour violations, or any legal restrictions of Defendant's right to terminate employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Government Code; (4) section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California Constitution; and (8) the California Labor Code, which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time heretofore had, owned or held, or claimed to have owned or held against any of the Released Parties relating to any conduct occurring prior to and including the date of execution of this Settlement Agreement (collectively, "Plaintiff's Released Claims"). Plaintiff represents that she is not aware of any claims she may have against the Released Parties other than the PAGA Released Claims. As a material inducement for 3M to enter into this settlement, Plaintiff waives any and all rights and benefits conferred by the provisions of section 1542 of the California Civil Code and any similar law of any state or territory of the United States or other jurisdiction. Section 1542 of the California Civil Code provides as follows:

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

Plaintiff understands and acknowledges that this Settlement Agreement is meant to include, to the fullest extent, all PAGA Released Claims and other claims which Plaintiff does not know or suspect to exist in her favor against the Released Parties.

8. **PAGA Released Claims.** Upon the Effective Date, Plaintiff, all Allegedly Aggrieved Employees, and the State of California shall release any and all PAGA Released Claims, as defined in Section I.16 herein, against the Released Parties, as defined in Section I.17 herein.

9. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

Plaintiff acknowledges that she has read this Settlement Agreement, that she fully understands her rights, privileges, and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

10. **Filing of Motion for Approval of Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing the Motion for Approval of the Settlement ("Motion"). Plaintiff's Counsel will file the Motion as soon as practicable. Plaintiff's Counsel will serve the Motion on Defendant's Counsel and submit it to the LWDA. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement.

11. **Agreement Not To Publicize.** Plaintiff and Plaintiff's Counsel agree not to publicize the settlement (including but not limited to publicizing it through marketing materials, on their websites, through social media, or in communications with the press); however, nothing in this agreement shall prevent Plaintiff and Plaintiff's Counsel from engaging in communications reasonably necessary for purposes of meeting their responsibilities as class representative and Plaintiff's Counsel. Nothing in this section limits Plaintiff's Counsel from referring to this settlement for purposes of supporting their adequacy as Plaintiff's Counsel in court filings in other lawsuits.

12. **Dismissal.** The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders, within ten (10) business days of distributing all payments under the settlement. Plaintiff's Counsel will file the declaration with the Court and required dismissal papers (i.e., a Request for Dismissal of the Action with prejudice) within ten (10) business days of receipt or as otherwise ordered by the Court. This Settlement Agreement is expressly conditioned upon the Court entering the dismissal of the Action in its entirety with prejudice. The dismissal will not release or bar any claims other than all claims as to Plaintiff pursuant to Cal. Code Civ. Proc. Section 1542, and the PAGA Released Claims as to Plaintiff, Allegedly Aggrieved Employees, and State of California.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties have mutually selected Phoenix Settlement Administrators to handle the administration of this settlement, subject to approval by the Court.

2. **Notice to Allegedly Aggrieved Employees.**

a. No later than fifteen (15) business days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of the Allegedly Aggrieved Employees (the "Allegedly Aggrieved Employees List"). The Allegedly Aggrieved Employees List shall include each Allegedly Aggrieved Employee's full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked for 3M in California during the PAGA Period, and Social Security number, to the extent available from 3M's records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the settlement in conformity with the Court's orders. 3M will in good faith compile from its records the Allegedly Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format, such as a Microsoft Excel spreadsheet.

b. No later than fifteen (15) calendar days after receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator will mail the Employee Payments under cover letter, substantially in the form attached hereto as "**Exhibit A**" ("Cover Letter"), to each of the Allegedly Aggrieved Employees identified on the Allegedly Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Allegedly Aggrieved Employees List using the United States Postal Service's National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Allegedly Aggrieved Employees of their Cover Letter and Employee Payments be returned as undeliverable within thirty (30) calendar days of mailing, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the Allegedly Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

3. **Deposit and Distribution of Gross Settlement Amount.**

a. No later than thirty (30) calendar days from the Effective Date ("Funding Date"), Defendant shall fund the Gross Settlement Amount into a settlement account established by the Settlement Administrator, for administration and distribution in accordance with this Settlement Agreement and the Court's orders.

b. The Settlement Administrator shall distribute payments for the General Release Fee, the Attorneys' Fees, the Litigation Costs, the Settlement Administration Costs, the Employee Payments, and the LWDA Payment within fifteen (15) calendar days after receipt of the Gross Settlement Amount from Defendant. All payments provided for by this Settlement Agreement shall be made by the Settlement Administrator in accordance with this Settlement Agreement and the Court's order approving this settlement.

c. Each Allegedly Aggrieved Employee will be issued one check for his or her Employee Payment which will expire one hundred and eighty (180) calendar days from the date

the checks are issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller's Office, Unclaimed Property Division in the name associated with each Allegedly Aggrieved Employee whose Employee Payment checks are canceled.

V. MISCELLANEOUS PROVISIONS

1. **No Impact on Employee Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff, any Allegedly Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by 3M. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under 3M's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any 3M benefit plan, policy, or bonus program. 3M retains the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

2. **Tax Consequences.** Plaintiff and Allegedly Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the settlement. Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

3. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Orange.

4. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms arising out of this Action. With the exception of the settlement agreement and binding release executed by the Parties arising out of Diaz' Individual lawsuit against 3M (Diaz v. 3M, Superior Court of California, County of Orange Case No. 30-2018-01034472-CU-OE-CJC), no other prior or contemporaneous written or oral agreements may be deemed binding

on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action and PAGA Released Claims.

5. **Continued Jurisdiction.** The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Allegedly Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement.

6. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, subject to approval by the Court.

7. **Authorization to Enter into Binding Settlement Agreement.** Defendant represents and warrants that the undersigned has the authority to act on behalf of 3M and to bind 3M to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind her to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

8. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors, affiliates or assigns of the Parties hereto, as previously defined.

9. **Execution and Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

10. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their

counsel regarding the fairness and reasonableness of this settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Settlement Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Settlement Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

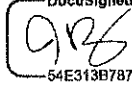
13. **No Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

14. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 3/7/2023 | 12:39 PM PST _____

DocuSigned by:

54E313B787GB4CE...
By: _____
JENNIFER DIAZ

DEFENDANT:

Dated: _____

By: _____
3M COMPANY

PLAINTIFF:

Dated: _____

By: _____
JENNIFER DIAZ

DEFENDANT:

Dated: 3/22/2023



By: _____
3M COMPANY

EXHIBIT B

1 **AEGIS LAW FIRM, PC**
 2 SAMUEL A. WONG, State Bar No. 217104
 3 KASHIF HAQUE, State Bar No. 218672
 4 JESSICA L. CAMPBELL, State Bar No. 280626
 5 FAWN F. BEKAM, State Bar No. 307312
 6 fbekam@aegislawfirm.com
 7 9811 Irvine Center Drive, Suite 100
 8 Irvine, California 92618
 9 Telephone: (949) 379-6250
 10 Facsimile: (949) 379-6251

11 Attorneys for Plaintiff Jennifer Diaz, on behalf of
 12 similarly situated members of the general public

13 TRACIE CHILDS, CA Bar No. 190806
 14 tracie.childs@ogletree.com
 15 AMY V. BIANCHINI, CA Bar No. 301831
 16 amy.bianchini@ogletree.com
 17 OGLETREE, DEAKINS, NASH, SMOAK &
 18 STEWART, P.C.
 19 4660 La Jolla Village Drive, Suite 900
 20 San Diego, CA 92122
 21 Telephone : 858-652-3100
 22 Facsimile : 858-652-3101

23 Attorneys for Defendant
 24 3M COMPANY

25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 26 **FOR THE COUNTY OF ORANGE**

27 JENNIFER DIAZ, on behalf of similarly situated
 28 members of the general public,

Plaintiffs,

vs.

3M COMPANY; and DOES 1 through 20,
 inclusive,

Defendants.

Case No. 30-2019-01051635-CU-OB-CXC

*Assigned for all purposes to:
 Hon. Peter Wilson, Dept. CX101*

**AMENDMENT TO PRIVATE
 ATTORNEYS GENERAL ACT (CAL. LAB.
 CODE § 2698, ET SEQ.) SETTLEMENT
 AGREEMENT**

1 Plaintiff Jennifer Diaz ("Plaintiff") on behalf of herself and other aggrieved employees
2 pursuant to the California Private Attorneys General Act, and Defendant 3M Company ("3M" or
3 "Defendant"), pursuant to Article V, section 6 of the Private Attorneys General Act (Cal. Lab. Code
4 § 2698, *Et Seq.*) Settlement Agreement ("Agreement" or "Settlement"), hereby agree to amend and
5 supplant the Agreement as stated herein and shown in red, below. The amendments stated herein
6 are incorporated in the Agreement by this reference:

7 **ARTICLE I, section 16 is hereby amended to state:**

8 16. "PAGA Released Claims" means any and all claims, debts, rights, demands,
9 obligations or liabilities of every nature and description under PAGA for penalties during the PAGA
10 Period, as defined in Section I.15 herein, based on the facts alleged in the Action, or Plaintiff's letter
11 to the Labor and Workforce Development Agency, including without limitation: (i) the failure to
12 provide complete and accurate itemized wage statements; and (ii) all other claims whatsoever that
13 were alleged in this case or that could have been alleged in this case based on the facts alleged in
14 this case for civil penalties under the Labor Code Private Attorneys General Act of 2004.

15
16 **Article III, section 8 is hereby amended to state:**

17 8. **PAGA Released Claims.** Upon the Effective Date, Plaintiff, all Allegedly
18 Aggrieved Employees, and the State of California shall release any and all PAGA Released
19 Claims, as defined in Section I.16 herein, against the Released Parties, as defined in Section I.17
20 herein, during the PAGA Period, as defined in Section I.15 herein.

21
22 **Article III, section 12 is hereby amended to state:**

23 12. **Dismissal.** The Settlement Administrator will provide the Parties with a declaration
24 confirming that distribution of payments has been completed in accordance with the Settlement and
25 the Court's orders, within ten (10) business days of ~~distributing all payments under the settlement~~
26 the expiration of the check cashing deadline (defined as 180 calendar days from the date the checks
27 are issued by the Settlement Administrator). Plaintiff's Counsel will file the declaration with the
28 Court and required dismissal papers (i.e., a Request for Dismissal of the Action with prejudice)

1 within ten (10) business days of receipt or as otherwise ordered by the Court. This Settlement
2 Agreement is expressly conditioned upon the Court entering the dismissal of the Action in its entirety
3 with prejudice. The dismissal will not release or bar any claims other than all claims as to Plaintiff
4 pursuant to Cal. Code Civ. Proc. Section 1542, and the PAGA Released Claims as to Plaintiff,
5 Allegedly Aggrieved Employees, and State of California.

6
7 **EXECUTION BY PARTIES AND COUNSEL**

8 The Parties and their counsel hereby execute this Amendment to Private Attorneys General
9 Act (Cal. Lab. Code § 2698 *Et Seq.*) Settlement Agreement.

10
11 **PLAINTIFF:**


12 Dated: 7/17/2023 | 5:50 PM PDT

DocuSigned by:

By: 54E915B7B7CB4CF
JENNIFER DIAZ

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14
15 **DEFENDANT:**

16 Dated: 7/27/2023

DocuSigned by:

By: 229447FB5D6D4C7...
3M COMPANY

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EXHIBIT C

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From *Diaz v. 3M Company*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Jennifer Diaz v. 3M Company*, Orange County Superior Court Case No. 30-2019-01051635-CU-OE-CXC.

That case was filed against 3M Company ("3M") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all similarly situated "aggrieved employees" of 3M. "Aggrieved employees" means all current and former hourly-paid or non-exempt employees who worked 3M in the State of California from November 28, 2017 to March 13, 2018. You have been identified as one of the employees on whose behalf the case was brought. This payment is being made to you in exchange for a release of PAGA claims for the alleged failure to provide complete and accurate itemized wage statements during the time period of November 28, 2017 to March 13, 2018.

The plaintiff in the case claimed that 3M owed penalties under PAGA for certain California Labor Code violations stemming from the alleged failure to provide complete and accurate itemized wage statements during the time period of November 28, 2017 to March 13, 2018. 3M denies that it did anything wrong or that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, 3M agreed to pay a certain amount of money categorized as PAGA penalties. The total settlement amount is \$299,999.00, and the following deductions were made from the total settlement amount: (1) attorneys' fees in the amount of \$99,999.66; (2) litigation costs in the amount of \$14,580.89; (3) a payment of \$5,000.00 to Plaintiff in exchange for a general release of her claims against 3M; and (4) \$8,850.00 to Phoenix Settlement Administrators for the cost of settlement administration. Under the PAGA statute, the amount remaining after the above deductions (equal to \$171,568.45) gets divided between the State (75%, equal to \$128,676.33) and the employees (25%, equal to \$42,892.12). The 25% distributed to employees was calculated based on each employee's respective number of pay periods worked for 3M from November 28, 2017 to March 13, 2018. The enclosed check represents your portion of the penalties allocated to the employees.

If you have any questions, you can contact the claims administrator:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Very Truly Yours,