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Attorneys for Plaintiff RAMON AGUILA,
On behalf of the general public as private attorney general,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

RAMON AGUILA, On behalf of the general
public as private attorney general,

Plaintiff,

vs.

BECTON AND DICKINSON; APIDEL
TECHNOLOGIES, LLC; and DOES 1-50,
inclusive,

Defendants.

Case No.: 22CV404498

Hon. Theodore C. Zayner
Department 19

**JOINT STIPULATION RE:
AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT;
~~[PROPOSED]~~ ORDER**

1 Plaintiff RAMON AGUILA (“Plaintiff”) and Defendants APIDEL TECHNOLOGIES,
2 LLC (“Apidel”) and BECTON DICKINSON AND COMPANY (“BD” and with Apidel,
3 “Defendants”) (together with Plaintiff, the “Parties”) hereby agree and stipulate to the following:

4 WHEREAS, Plaintiff filed his unopposed Motion for Preliminary Approval of the
5 Settlement of this Action on December 27, 2024;

6 WHEREAS, on January 22, 2025, the Court issued a tentative ruling regarding the Motion
7 for Preliminary Approval ordering that the Parties must amend section 7.4 of the Class Action
8 and PAGA Settlement Agreement regarding funds from uncashed settlement checks and
9 designate a *cy pres* recipient in compliance with the California Code of Civil Procedure section
10 384;

11 WHEREAS, in the January 22, 2025 tentative ruling, the Court ordered that the hearing
12 on the Motion for Preliminary Approval be continued to February 19, 2025 unless the Parties
13 provide a joint stipulation prior to the hearing that designates a *cy pres* recipient;

14 WHEREAS, per section 13.5 of the Class Action and PAGA Settlement Agreement
15 (“Settlement Agreement” or “Agreement”), Class Counsel and Defense Counsel are authorized
16 by Plaintiff and Defendants to amend the Agreement to effectuate its terms;

17 WHEREAS, the Parties have met and conferred regarding the above and have designated
18 **The Delancy Street Foundation** as *cy pres* recipient pursuant to California Code of Civil
19 Procedure section 384;

20 WHEREAS, the Parties have also amended Section 7.4 of the Agreement to properly
21 reflect The Delancy Street Foundation as *cy pres* recipient, as ordered by the Court (Amendment
22 to the Class Action and PAGA Settlement Agreement (“Amendment”) attached hereto as **Exhibit**
23 **A**);

24 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

- 25 1. The Settlement Agreement is amended to incorporate the changes set forth in the
26 Amendment attached hereto as Exhibit A, subject to the Court’s approval.

27 **IT IS SO STIPULATED.**
28

1 Dated: January 30, 2025

JAMES HAWKINS APLC

2
3 By: 

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

4
5
6
7 Attorneys for Plaintiff RAMON AGUILA
on behalf of the general public as private
8 attorney general

9
10
11 Dated: January 30, 2025

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

12
13
14 By: 

Spencer C. Skeen

Marlene M. Moffitt

15
16 Attorneys for Defendant BECTON DICKINSON
17 AND COMPANY (erroneously sued as
18 BECTON AND DICKINSON)

19
20 Dated: January 30, 2025

FOLEY & LARDNER, LLP

21 By: _____

22 Christopher Ward

23 Sara Abarbanel

24 Emma E. Soldon

25 Attorneys for Defendant APIDEL
26 TECHNOLOGIES
27
28

1 Dated: January 28, 2025

JAMES HAWKINS APLC

2
3 By: _____

4 JAMES R. HAWKINS, ESQ.
5 GREGORY MAURO, ESQ.
6 MICHAEL CALVO, ESQ.
7 LAUREN FALK, ESQ.
8 AVA ISSARY, ESQ.

9
10 Attorneys for Plaintiff RAMON AGUILA
11 on behalf of the general public as private
12 attorney general

13
14
15 Dated: January 28, 2025

16 OGLETREE, DEAKINS, NASH,
17 SMOAK & STEWART, P.C.

18
19 By: _____

20 Spencer C. Skeen
21 Marlene M. Moffitt
22 Attorneys for Defendant BECTON DICKINSON
23 AND COMPANY (erroneously sued as
24 BECTON AND DICKINSON)

25 Dated: January 28, 2025

26 FOLEY & LARDNER, LLP

27 By: _____

28 Christopher Ward
Kevin Jackson
Sara Abarbanel
Attorneys for Defendant APIDEL
TECHNOLOGIES

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~~PROPOSED~~ ORDER

Having considered the Parties’ Joint Stipulation re Amendment to Class Action and
PAGA Settlement Agreement (“Joint Stipulation”), and good cause shown therein, the Joint
Stipulation is hereby GRANTED. The Parties’ Class Action and PAGA Settlement Agreement is
hereby amended to incorporate the changes set forth in the Amendment to the Class Action and
PAGA Settlement Agreement attached as **Exhibit A** to the Joint Stipulation.

IT IS SO ORDERED.

Dated: March 17, 2025



Hon. Theodore C. Zayner
Superior Court Judge

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On February 5, 2025, I served on the interested parties in this action the following document(s) entitled:

JOINT STIPULATION RE: AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT; [PROPOSED] ORDER

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(See Attached Service List)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on February 5, 2025, at Irvine, California

Alma Chavarin
Alma Chavarin

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4 Kjackson@foley.com

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17 *Attorneys for Defendant*

18 *APIDEL TECHNOLOGIES, LLC*

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Attorneys for Defendant

BECTON AND DICKINSON

Via LWDA Website Only

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Ste 801

Oakland, CA 94612

[http://www.dir.ca.gov/Private-Attorneys-](http://www.dir.ca.gov/Private-Attorneys-General-Act)

[General-Act](http://www.dir.ca.gov/Private-Attorneys-General-Act)

EXHIBIT A

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

The Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) entered into by and between Defendants BECTON, DICKINSON AND COMPANY (erroneously named by Plaintiff as BECTON AND DICKINSON) and APIDEL TECHNOLOGIES, LLC (“Defendants”) and Plaintiff RAMON AGUILA (“Plaintiff”) on behalf of himself individually, and on behalf of all members of the Class is amended herein as follows:

Pursuant to Settlement Agreement Paragraph 13.5, entitled ADDITIONAL PROVISIONS - ATTORNEY AUTHORIZATION, Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required to effectuate the terms of the Agreement, including executing any other documents reasonably required to effectuate the terms of the Agreement including any amendments to the Agreement.

Pursuant to Paragraph 13.5, and as required by the Honorable Theodore Zayner of the Santa Clara Superior Court in order to obtain preliminary approval of the Settlement Agreement, the Parties met and conferred to select a *cy pres* recipient that will receive uncashed funds pursuant to California Code of Civil Procedure section 384. As a result of those efforts, the Parties have hereby agreed to amend Paragraph 7.4 in the Settlement Agreement to now read as follows:

7.4 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Cy Pres Recipient thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The term “*Cy Pres Recipient*” means The Delancy Street Foundation, a 501(c)(3) nonprofit organization that was selected because the Actions involves employment-related claims and this organization offers basic-needs assistance and resource connections, including employment assistance and counseling, to vulnerable individuals throughout California. Each Party and its respective counsel represent it does not have a financial interest in The Delancy Street Foundation or otherwise have a relationship with The Delancy Street Foundation that creates or could create a conflict of interest. The Administrator shall prepare a report regarding the distribution of all settlement funds pursuant to California Code of Civil Procedure section 384, as ordered by the Court, so that the Court may amend the judgment if it deems necessary in accordance with California Code of Civil Procedure section 384.

IT IS SO AGREED.

CLASS COUNSEL:

DATED: January 28, 2025


JAMES HAWKINS, APLC

By: 
James Hawkins, Esq.
Gregory Mauro, Esq.

Attorneys for
Representative Plaintiff
RAMON AGUILA and the
Plaintiff Class

DEFENDANTS' COUNSEL:

DATED: **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**

By: 
Spencer C. Skeen, Esq.
Marlene M. Moffitt, Esq.

Attorneys for Defendant BECTON DICKINSON
and COMPANY

DATED: **FOLEY & LARDNER LLP**

By: _____
Christopher Ward, Esq.
Kevin Jackson, Esq.

Attorneys for Defendant APIDEL
TECHNOLOGIES, LLP

CLASS COUNSEL:

DATED:

JAMES HAWKINS, APLC

By: _____
James Hawkins, Esq.
Gregory Mauro, Esq.

Attorneys for
Representative Plaintiff
RAMON AGUILA and the
Plaintiff Class

DEFENDANTS' COUNSEL:

DATED:

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: _____
Spencer C. Skeen, Esq.
Marlene M. Moffitt, Esq.

Attorneys for Defendant BECTON DICKINSON
and COMPANY

DATED:

1/28/25

FOLEY & LARDNER LLP

By: _____
Christopher Ward, Esq.
Kevin Jackson, Esq.

Attorneys for Defendant APIDEL
TECHNOLOGIES, LLP