

1 ADAM P. KOHSWEENEY (S.B. #229983)
KATY (YIN YEE) HO (S.B. #322042)
2 O'MELVENY & MYERS LLP
Two Embarcadero Center, 28th Fl.
3 San Francisco, CA 94111-3823
Telephone: (415)-984-8700
4 Facsimile: (415) 984-8701

5 Attorneys for Defendants
AVAGO TECHNOLOGIES U.S. INC., and
6 BROADCOM CORPORATION

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

11 THOA BARCENAS, an individual, on
12 behalf of herself, the State of California, as
a private attorney general, and on behalf of
13 all others similarly situated,

14 Plaintiff,

15 v.

16 AVAGO TECHNOLOGIES U.S. INC., a
Delaware Corporation; BROADCOM
17 CORPORATION, a California
Corporation; and DOES 1 TO 50,

18 Defendants.
19

Case No. 24-cv-434852

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

20
21 **I.**
22 **PREAMBLE**

23 1. This Class and Representative Settlement Agreement (“Settlement” or
24 “Agreement”) is entered into between Plaintiff Thoa Barcenas (“Barcenas” or “Plaintiff” or
25 “Named Plaintiff”), individually and on behalf of all individuals defined in Section III of
26 this Agreement (collectively, with Plaintiff, the “Settling Class”), on the one hand, and
27 Defendants Avago Technologies U.S. Inc. and Broadcom Corporation (together,
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1 “Defendants”), on the other hand. The Settling Class and Defendants are referred to
2 collectively herein as the “Settling Parties.”

3 2. On or about April 9, 2024, Barcenas submitted a Notice to the California
4 Labor and Workforce Development Agency (“LWDA”) pursuant to the California Labor
5 Code Private Attorneys General Act, Labor Code §§ 2698 *et seq.* (“PAGA”). The PAGA
6 Notice attached a draft putative class action complaint and indicated that this complaint
7 would be filed in Santa Clara Superior Court. Subsequently, Barcenas filed the class action
8 complaint commencing the above-captioned action in the Superior Court of California for
9 the County of Santa Clara on April 9, 2024, where it was assigned case number
10 24CV434852 (the “Lawsuit”). On June 17, 2024, Plaintiff filed a First Amended Complaint,
11 adding claims for civil penalties under PAGA. The First Amended Complaint is the
12 operative complaint in the action (the “Operative Complaint”).

13 3. The Lawsuit seeks to assert claims on behalf of a putative class of “[a]ll
14 individuals who are or were employed by Defendants as non-exempt employees in
15 California during the Class Period.” The Lawsuit generally alleges that Defendants: failed
16 to pay minimum wages pursuant to Labor Code §§ 204, 218.5, 1194, 1197–1198 and
17 applicable Wage Orders; failed to pay all overtime wages pursuant to Labor Code §§ 204,
18 510, 1194, 1198 and applicable Wage Orders; failed to provide rest periods and pay missed
19 rest period premiums pursuant to Labor Code § 226.7 and applicable Wage Orders; failed
20 to provide meal periods and pay missed meal period premiums pursuant to Labor Code
21 §§ 226.7 & 512, Civil Code §§ 3287(b) & 3289, and applicable Wage Orders; failed to
22 maintain accurate employment records pursuant to Labor Code § 1174; failed to pay wages
23 timely during employment pursuant to Labor Code §§ 200, 204, 210, 216, 218.5; failed to
24 pay all wages earned and unpaid at separation pursuant to Labor Code §§ 201–203; failed
25 to indemnify all necessary business expenditures pursuant to Labor Code §§ 2802, 2804;
26 failed to furnish accurate itemized wage statements pursuant to Labor Code § 226; and
27 engaged in unfair competition pursuant to Business & Professional Code §§ 17200–17210.
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1 4. The Lawsuit is framed as both a putative class action and a non-class
2 representative action pursuant to Labor Code §§ 2698 *et seq.* (“PAGA”), and seeks unpaid
3 wages and premium wages, statutory and/or civil penalties, injunctive relief, restitution,
4 declaratory relief, attorneys’ fees and costs, and such other relief as the Court may award.

5 5. The Lawsuit also seeks to assert a PAGA action on behalf of Plaintiff, the
6 State of California as private attorney general, and on behalf of “[a]ll individuals who are
7 or were employed by Defendants as non-exempt employees in California during the PAGA
8 Period” (the “Allegedly Aggrieved Employees”). The “PAGA Period” for this Settlement
9 is from April 9, 2023, through March 29, 2025. Consistent with the PAGA Notice, the
10 Lawsuit seeks PAGA penalties for alleged violations of Labor Code §§ 201–204, 210, 226,
11 226.3, 226.7, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802,
12 2804, and other provisions of the Labor Code.

13 6. All claims in the Operative Complaint as referenced in Paragraphs 3–5 are
14 referred as “Settled Claims” in this Agreement.

15 7. Defendants believe that the Lawsuit’s claims and allegations are meritless,
16 and contends that at all times it has complied with relevant California law to the extent that
17 said law pertains to non-exempt employees.

18 8. On January 28, 2025, the Settling Parties attended a mediation via the Zoom
19 platform before private mediator Louis Marlin, a highly regarded mediator who is intensely
20 familiar with California employment law and employment class/representative action
21 lawsuits. The mediation was not successful. However, the Settling Parties continued to
22 consider the mediator’s proposal offered on January 28, 2025. On February 26, 2025, Mr.
23 Marlin informed the Settling Parties that both Plaintiff and Defendants have accepted the
24 mediator’s proposal and reached a settlement in principle. The settlement is intended to
25 settle all causes of action brought by Plaintiff in the Lawsuit.

26 9. During the course of the Lawsuit, and prior to mediation, the Settling Parties
27 have engaged in significant investigation of the facts at issue and have exchanged extensive
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1 documents and information, which have allowed the Settling Parties to fully assess the value
2 of the Settled Claims. The Settling Parties have agreed to avoid further litigation with
3 regard to these claims, and to settle and resolve the Settled Claims, as well as all existing
4 and potential disputes, actions, lawsuits, charges, and claims that are or could have been
5 raised based on the Settled Claims, to the fullest extent permitted by law and without any
6 admission of liability or wrongdoing by either party. Plaintiff and her counsel have
7 concluded that the Settlement is fair, reasonable, and in the best interests of the Settling
8 Class and respectfully request that the Settlement be approved by the Court.

9 10. The Court has not granted class certification. The Settling Parties agree to
10 stipulate to class certification solely for the purposes of settlement.

11 11. The Settling Parties represent that they are not aware of any other pending
12 matter or action asserting claims that will be extinguished or affected by the Settlement.

13 12. This Agreement shall become effective upon the “Effective Date,” as set forth
14 in Section VII below. The Settling Parties hereby agree to do all things and to engage in all
15 procedures reasonably necessary and appropriate to obtain final Court approval of this
16 Agreement, in consideration for: (a) the payment by Defendants of the consideration
17 described herein, subject to these terms, conditions, and limitations of this Agreement; and
18 (b) the release of the Settled Claims by the Named Plaintiff and Settling Class Members, as
19 described in Paragraphs 38, 53, 54, 55, 56, and 57 of this Agreement.

20 **II.**
21 **PAYMENTS TO THE SETTLING CLASS, CLASS COUNSEL, NAMED**
22 **PLAINTIFF, AND THE CLAIMS ADMINISTRATOR**

23 13. Subject to Court approval, and the provisions of this Agreement, Defendants
24 shall pay an aggregate total of six hundred and thirty-five thousand United States Dollars
25 and no cents (\$635,000.00) (the “Gross Settlement Value” or “GSV”), plus any applicable
26 employer-side taxes, in consideration for the settlement of the Settled Claims and the related
27 release of same by the Named Plaintiff and the Settling Class Members, as contained in
28 Paragraphs 38, 53, 54, 55, 56, and 57 of this Agreement. Sixty-three thousand and five

1 hundred United States Dollars and zero cents (\$63,500.00) of the GSV (the “PAGA
2 Allocation”) shall be allocated to PAGA claims predicated on the alleged violation of Labor
3 Code §§ 201–204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1,
4 1198, 1198.5, 1199, 2802, 2804, and other provisions of the Labor Code.

5 14. Defendants shall deposit the GSV in a non-interest bearing account to be
6 established by the Claims Administrator (as defined in Paragraph 21) no later than forty-
7 five (45) calendar days after receiving notice of entry of Preliminary Approval. Should the
8 Settlement Effective Date never be reached for any reason, the GSV shall be returned to
9 Defendants. The GSV shall remain in said account, pending occurrence of the Effective
10 Date as defined in Section VII of the Agreement. The Claims Administrator shall not
11 disburse any portion of these funds until after the Effective Date.

12 15. The GSV, plus applicable employer-side taxes, is the maximum amount that
13 Defendants shall be required to pay for settlement of the Settled Claims, except to the extent
14 the Escalator Provision in the following paragraph has been triggered. The GSV will cover
15 compensation to the Settling Class, payment to the State of California (Labor and
16 Workforce Development Agency (“LWDA”)) for penalties under PAGA, a service award
17 to the Named Plaintiff as class representative, the cost of claims administration and notice,
18 and attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel (as
19 defined in Sections IV and IX). This is a non-reversionary settlement, which means that
20 once the Agreement is final and effective, no part of the GSV shall revert to Defendants.

21 16. **Escalator Provision.** Defendants have estimated that the Settling Class
22 Members worked approximately twenty-six thousand six hundred seventy-five (26,675)
23 workweeks from April 9, 2020, through March 29, 2025. If the number of workweeks
24 worked by the Settling Class Members is determined to exceed this estimate by more than
25 ten percent (10%), then the GSV amount will be increased proportionally (for example, if
26 the number is eleven percent (11%) higher than Defendants’ estimate, the gross settlement
27 amount will be increased by one percent (1%)) or, in the alternative, Defendants may elect
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1 to shorten the Settling Class Period as defined below in Paragraph 17 to stay within the 10%
2 cushion. If Defendants elect to shorten the Settling Class Period under this paragraph, the
3 end date for the PAGA Period shall likewise be shortened to have the same end date as the
4 Settling Class Period.

5 **III.**
6 **SETTLING CLASS**

7 17. Solely for the purpose of effectuating the settlement of the Settled Claims,
8 and subject to Court approval, the Settling Parties hereby stipulate to class certification for
9 purposes of settlement. If the Court does not grant either preliminary or final approval of
10 the settlement, the Settling Parties stipulate that the Lawsuit will be returned to its status as
11 of February 26, 2025. The “Settling Class Members” is defined as follows:

12 All individuals who are or were employed by Defendants as
13 non-exempt employees in California during the Settling Class
Period.

14 Accordingly, the “Settling Class Period” is defined as April 9, 2020, through March 29,
15 2025.

16 18. The individuals who meet the definition provided above in Paragraph 17 shall
17 be identified by Defendants and provided to the Claims Administrator pursuant to
18 Paragraph 24 of this Agreement. Persons who request exclusion from the Settling Class
19 pursuant to the terms of this Settlement shall not be a Settling Class Member, shall not share
20 in the distribution of the GSV, and shall not be bound by the terms of this Settlement, except
21 that Allegedly Aggrieved Employees will still be bound by the PAGA release as described
22 below in Paragraph 60.

23 19. The certification of the Settling Class, the Settling Parties’ settlement of the
24 Settled Claims, and their rights and obligations hereunder, are contingent upon final
25 approval by the Court of this Agreement as to the Settling Class. The Settling Class
26 recognizes and agrees that – in consideration of the covenants undertaken herein by
27 Defendants, including, without limitation, Defendants’ agreement to pay the full amount of
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1 the GSV – this Agreement settles any and all claims under Labor Code §§ 201–204, 218.5,
2 226, 226.3, 226.7, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
3 2698, 2802, and 2804, Civil Code §§ 3287(b), 3289, Business & Professional Code §§
4 17200–17210, and applicable Wage Orders based on the facts alleged in the Operative
5 Compliant, as well as any claims that could have been asserted based on the facts alleged
6 in the Operative Complaint, that the Settling Class has or may have against Defendants to
7 the extent set out herein.

8 20. Subject to Court approval, the Settling Parties agree that Apex Class Action,
9 LLC will be appointed as Claims Administrator. The Claims Administrator will be
10 responsible for establishing and maintaining a non-interest-bearing account for the GSV;
11 mailing the class notices; receiving and logging adjustment forms and requests for
12 exclusion; researching and updating addresses through skip-traces and similar means;
13 answering questions from the Settling Class Members; reporting on the status of the
14 Settlement to the Settling Parties; preparing a declaration regarding its due diligence in the
15 claims administration process; providing the Settling Parties with data regarding the filing
16 of adjustment forms and requests for exclusion; calculating and distributing settlement
17 checks; calculating tax obligations; remitting any and all tax obligations to the appropriate
18 taxing authorities (except for employer-side payroll taxes, unless requested by Defendants);
19 processing the PAGA Allocation; and doing such other things as the Settling Parties may
20 direct.

21 **IV.**
22 **APPOINTMENT OF NAMED PLAINTIFF’S COUNSEL**
23 **AS SETTLING CLASS COUNSEL**

24 21. Class Counsel for the Settling Class shall be as follows:

25 Jonathan Melmed
26 Kyle D. Smith
27 Rachel Jo
28 MELMED LAW GROUP P.C.
1801 Century Park East, Suite 850
Los Angeles, California 90067
Telephone: (310) 824-3828

1 Facsimile: (310) 862-6851
2 jm@melmedlaw.com
3 ks@melmedlaw.com
4 rj@melmedlaw.com

5 **V.**
6 **SETTLEMENT APPROVAL PROCEDURES**
7 **AND NOTICE TO SETTLING CLASS MEMBERS**

8 22. The Settling Parties' settlement of the Settled Claims, and their rights and
9 obligations hereunder, is expressly conditioned on both the Court's preliminary and final
10 approval of this Settlement as to the class defined in Section III of this Agreement.

11 23. At the earliest possible opportunity, Class Counsel shall file a motion
12 requesting an order which, *inter alia*, grants preliminary approval of the Settlement
13 Agreement, and sets a date for the settlement fairness hearing ("Final Approval Hearing").
14 In conjunction with these requests, Class Counsel shall submit this Agreement, supporting
15 papers, and agreed-upon proposed forms of all notices and other documents, necessary to
16 implement the Settlement Agreement. The Preliminary Approval Order shall provide for
17 notice of the Agreement and related matters ("Settlement Class Notice") including notice
18 of the procedure to withdraw from the Settling Class to be sent to the Settling Class as
19 specified herein. The Preliminary Approval Order, and the Settlement Class Notice, are
20 further described in Paragraph 59 of this Agreement.

21 24. Not later than fifteen (15) court days after receipt of notice of the Court's
22 entry of a Preliminary Approval Order, and to the extent possible based on the presence of
23 information in its records, Defendants shall provide to the Claims Administrator, in
24 electronic form, a spreadsheet that contains the name, social security number, dates of active
25 employment in a class-qualifying capacity, and last known mailing address of every Settling
26 Class Member. Defendants shall meet-and-confer with the Claims Administrator regarding
27 the format of said spreadsheet, and shall cooperate to provide any additional information
28 which the Claims Administrator may request that is reasonable and necessary for the

1 purpose of giving Settlement Class Notice, allocating and distributing the GSV, and
2 otherwise administering this Agreement.

3 25. Not later than ten (10) court days after receipt of each tranche of information
4 described in Paragraph 24 of this Agreement, the Claims Administrator shall mail the
5 Settlement Class Notice to all Settling Class Members whose address information is known.
6 This mailing will be sent by first-class U.S. mail. Before mailing the Settlement Class
7 Notice, the Claims Administrator shall run the Settling Class Member addresses through
8 the U.S. Postal Service's Change of Address Database.

9 (a) **Data Verification.** At the same time that Defendants have provided the Claims
10 Administrator with the Settling Class Member information described in the
11 preceding paragraph, Defendants shall each provide Class Counsel with a
12 declaration or declarations attesting to the accuracy of the data submitted to the
13 Claims Administrator, including a statement that all individuals who met the class
14 definition set out in Paragraph 17 were included in the data provided to the Claims
15 Administrator and that all workweeks worked by any Settling Class Member during
16 the period from April 9, 2020, through March 29, 2025, were accurately and
17 completely reported to the Claims Administrator.

18 26. The Claims Administrator shall make such further efforts as are possible and
19 reasonable (if any), to provide the Settlement Class Notice to Settling Class Members whose
20 original Settlement Class Notice is returned as undeliverable, provided that all such efforts
21 shall be completed by the thirtieth (30th) calendar day after the Settlement Class Notice is
22 mailed. The Claims Administrator shall document all efforts under this Section V, and keep
23 such documentation for a period of four (4) years from the date of the Court's final approval
24 of the settlement.

25 27. The Claims Administrator shall set up and maintain an interactive website to
26 post the Settlement Class Notice and provide other relevant information for Settling Class
27 Members about the Settlement.
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VI.
PROCEDURE FOR OBJECTIONS AND OPT-OUTS

28. If any Settling Class Member believes that the proposed Settlement should not be approved by the Court for any reason, the Settling Class Member may object by: (1) filing a signed written objection in which the Settling Class Member provides their name, address, and telephone number, and states the basis for an objection with the Court and whether they are represented by counsel; (2) serving a copy of the objection on the Claims Administrator; and (3) sending copies of the objection to counsel for the Named Plaintiff and counsel for Defendants. Settling Class Members may also object by appearing at the Final Approval Hearing.

29. Settling Class Members who wish to object are requested to submit written objections within thirty (30) days from the date the Settlement Class Notice is first mailed. Settling Class Members will also be notified by the Settlement Class Notice that they may appear at the Final Approval Hearing to have objections heard by the Court. Any attorney who represents an individual objecting to the Settlement must file a Notice of Appearance with the Court and timely serve counsel for all parties. All objections or other correspondence must state the name and number of the case, which is *Barcenas v. Avago Technologies U.S. Inc., et al.*, Case No. 24-cv-434852.

30. Any Settling Class Member who does not want to participate in the class portion of this Settlement may “opt-out” of the Settlement by mailing a written Request for Exclusion to the Claims Administrator. Requests for Exclusions must be post-marked no later than thirty (30) calendar days after the Settlement Class Notice is first mailed. For a Request for Exclusion to be valid, it must be actually received by the Claims Administrator and contain the name and signature of the Settling Class Member. The Request for Exclusion shall be in a form agreed upon by the Settling Parties and approved by the Court in the Preliminary Approval Order. Settling Class Members who are also Allegedly

1 Aggrieved Employees will be bound by the PAGA release in this Agreement even if they
2 submit a valid Request for Exclusion.

3 31. If a Settling Class Member submits both a timely and valid Adjustment Form
4 and a timely and valid Request for Exclusion, the latter-filed shall be determinative. If the
5 two documents are filed simultaneously, and both are timely and valid, the Claims
6 Administrator shall attempt to contact the individual and determine his or her intent. If this
7 attempt is unsuccessful, the Request for Exclusion shall be deemed invalid, and the Settling
8 Class Members shall be bound by and have the right to receive a payment through this
9 Settlement.

10 32. A Settling Class Member who timely complies with the exclusion procedures
11 set forth herein shall be excluded from the Settling Class, shall have no standing to object
12 to or otherwise be heard by the Court and/or on appeal with respect to any aspect of this
13 Agreement, and shall be ineligible for any benefits of this Agreement (except that Allegedly
14 Aggrieved Employees will still receive a portion of the PAGA allocation).

15 33. In addition to the list discussed below in Paragraph 40, the Claims
16 Administrator shall stamp the date received on the original of any Request for Exclusion it
17 receives and serve copies of the Request(s) for Exclusion on counsel for Defendants within
18 three (3) court days after receipt thereof.

19 **VII.**

20 **THE EFFECTIVE DATE**

21 34. This Agreement shall become final and effective (the “Effective Date”) on
22 the occurrence of all of the following events described in Paragraphs 35 through 38.

23 35. Entry by the Court of both a Preliminary Approval Order as discussed in
24 Paragraph 23 of this Agreement, and appointment of a Claims Administrator as described
25 in Paragraph 20 of this Agreement.

26 36. Class Counsel shall file, at or before the Final Approval Hearing, a declaration
27 from the Claims Administrator:
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1 (a) Certifying that Settlement Class Notice to each Settling Class Member
2 was sent in accordance with Sections V and XI of this Agreement, and the
3 Preliminary Approval Order;

4 (b) Setting out the number of Settlement Class Notices that were returned
5 as undeliverable, and any efforts under Paragraphs 25 and 26 with regard to same;
6 and

7 (c) Delineating the number of putative Settling Class Members who
8 submitted timely Requests for Exclusion, and providing participation metrics
9 measured by both headcount and paystubs on a percentage and absolute numbers
10 basis.

11 37. **Entry by the Court of an Order and Judgment Granting Final Approval.**

12 The parties shall jointly prepare and lodge a proposed Order and Judgment Granting Final
13 Approval to this effect in advance of the Final Approval Hearing, which shall reflect, *inter*
14 *alia*: that the Settlement is effective as a release of all Settled Claims as to all individuals
15 who did not exclude themselves from the Settlement, including those who did not cash a
16 check or receive a payment; that all Allegedly Aggrieved Employees and the State of
17 California will be bound by the PAGA release contained herein; and the Court’s approval
18 of the settlement pursuant to the terms of this Agreement, including but not limited to the
19 releases set out below in Paragraphs 53, 54, 55, 56, and 57.

20 38. The occurrence of the “Effective Date of Judgement,” which shall be deemed
21 to be the last to occur of the following:

22 (a) If an appeal or other review is not sought from the Order and
23 Judgment Granting Final Approval, the sixty-fifth (65th) calendar day after entry of
24 the judgment;

25 (b) If an appeal or other review is sought from the Order and Judgment
26 Granting Final Approval by a Settling Class Member, the day after the trial court’s
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1 judgment is affirmed or the appeal or other review is dismissed or denied, and the
2 judgment is no longer subject to judicial review or other challenge.

3 **VIII.**
4 **EFFECT OF NON-APPROVAL,**
5 **FAILURE OF THE EFFECTIVE DATE TO OCCUR, OPT-OUTS**
6 **IN EXCESS OF FIVE PERCENT**

7 39. If any one of the events specified in Section VII do not occur, this Agreement
8 shall be voidable at any of the Settling Parties' discretion, and any portion of the GSV
9 previously deposited with the Claims Administrator shall immediately be returned to
10 Defendants.

11 40. The Claims Administrator shall provide written notice to Class Counsel and
12 counsel for Defendants no later than five (5) court days after the Notice Period Deadline, as
13 defined below in Paragraph 52, with a complete list of all putative Settling Class Members
14 who have timely requested exclusion from the class and the number of workweeks
15 associated with each. Defendants, in their sole and independent discretion, shall have the
16 right, but not the obligation, to revoke this Agreement if Requests for Exclusion from the
17 Settlement are filed by five percent (5%) or more of the Settling Class, measured on either
18 a headcount or workweek basis.

19 41. Defendants must exercise its option under Paragraph 40, if at all, within
20 fifteen (15) court days after receipt of the list of all excluded Settling Class members
21 referenced in Paragraph 40.

22 42. In the event that the Agreement is voided pursuant to Paragraph 40, then the
23 following shall apply:

24 (a) Nothing in this Agreement shall be construed as a determination,
25 admission, or concession of any substantive or procedural issue in the Lawsuit, and
26 nothing in this Agreement may be offered into evidence in any hearing or trial, or in
27 any subsequent pleading or in any subsequent judicial, arbitral, or administrative
28 proceeding;

1 (b) This Agreement shall be without force or effect, and the Lawsuit and
2 the Settled Claims will continue to be litigated as if this Agreement never existed;

3 (c) The Settling Parties expressly reserve their rights with respect to the
4 prosecution and defense of the Lawsuit and the Settled Claims as if this Agreement
5 never existed; and

6 (d) Defendants shall bear the costs for notice or claims administration (if
7 any) incurred by the Claims Administrator through that date.

8 **IX.**
9 **ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARDS**

10 43. The Lawsuit alleges a potential claim for attorneys' fees and costs pursuant
11 to, *inter alia*, the California Labor Code. The Settling Parties agree that any and all such
12 claims for attorneys' fees and costs in connection with the Settled Claims have been settled
13 in this Agreement.

14 44. Defendants recognize that Class Counsel will apply to the Court for an award
15 of: (i) attorneys' fees in an amount up to, but not more than, one-third of the GSV (i.e.,
16 \$211,666.67); and (ii) reasonable and necessary costs and expenses. If the Escalator
17 Provision described in Section 16 is triggered so as to increase the GSV, the attorneys' fees
18 provided in this agreement shall likewise increase such that the attorneys' fees amount
19 remains one-third of the upwardly-adjusted GSV. Defendants will not oppose Class
20 Counsel's application under this Paragraph 44 and the Named Plaintiff, Class Counsel, and
21 Settling Class Members shall not seek payment of attorneys' fees or reimbursement of costs
22 or expenses except as set forth herein.

23 45. Defendants recognize that, at the same time the application under Paragraph
24 44 is made, Class Counsel will also apply to the Court for an additional award to Named
25 Plaintiff, in an amount not to exceed ten thousand United States Dollars and no cents
26 (\$10,000.00), as reasonable additional compensation for the time and effort expended by
27 her in connection with the initiation and maintenance of the Lawsuit (the "Service Award").
28

1 Defendants will not oppose Class Counsel’s application under this Paragraph 45 and the
2 Named Plaintiff, Class Counsel, and Settling Class Members shall not seek payment of any
3 additional Service Awards except as set forth herein. Any Service Award will be in addition
4 to any amount Named Plaintiff may be entitled to receive pursuant to Section XI of this
5 Agreement.

6 46. Any awards pursuant to Paragraphs 44 and/or 45 will be funded solely and
7 completely from the GSV.

8 47. If the Court does not approve the total amount of attorneys’ fees, costs, and/or
9 Service Award requested by Class Counsel pursuant to Paragraphs 44 and/or 45 of this
10 Agreement, any remaining portion of requested amount will be added to the Net Settlement
11 Value (as that term is defined in Paragraph 49(e) of this Agreement). The Claims
12 Administrator shall recalculate the Settling Class Member payments, as defined in
13 Paragraph 57, to account for any reduction in the amount of attorneys’ fees, costs, and/or
14 Service Award made by the Court.

15 48. Any proceedings or Court decisions related to Class Counsel’s application for
16 attorneys’ fees, costs and expenses, and/or Service Award shall not terminate or cancel this
17 Agreement, or otherwise affect the finality of the Court’s Order Granting Final Approval or
18 the settlement of the Settled Claims. However, if the Court approves a lesser amount of
19 attorneys’ fees, litigation costs, or Service Award than those sought by Named Plaintiff and
20 her counsel, Named Plaintiff reserves the right to appeal any amount disallowed by the
21 Court, with the understanding that regardless of the outcome of Plaintiff’s appeal, this
22 Settlement shall still be binding.

23
24 **X.**
25 **PLAN OF ALLOCATION AND**
26 **DISTRIBUTION OF THE SETTLEMENT**

26 49. The GSV shall be allocated, in order, as follows:

27 (a) First, to any attorneys’ fees and reasonable and necessary costs and
28 expenses of Class Counsel (including expenses incurred by Named Plaintiff in the

1 prosecution of this action), as may be awarded by the Court pursuant to Paragraph
2 44 of this Agreement.

3 (b) Second, to any Service Award, as may be awarded by the Court
4 pursuant to Paragraph 45 of this Agreement.

5 (c) Third, to the State of California in the amount of forty-seven thousand
6 six hundred twenty-five United States Dollars and no cents (\$47,625.00) in penalties
7 pursuant to PAGA (seventy-five percent (75%) of the “PAGA Allocation”);

8 (d) Fourth, to the costs and expenses incurred by, or fees imposed by, the
9 Claims Administrator in performing its duties under this Agreement, pursuant to
10 Paragraph 20 of this Agreement.

11 (e) Fifth, to the “Net Settlement Value” or “NSV.” The Net Settlement
12 Value shall be defined as the value of the GSV less the items described in
13 Subparagraphs 49(a)–(d). The NSV shall include the Settling Class’s share of the
14 PAGA payment in the amount of fifteen thousand eight hundred seventy-five United
15 States Dollars and zero cents (\$15,875.00) (*i.e.*, 25% of the PAGA Allocation). The
16 NSV shall be allocated to the Settling Class as described in Section XI. The Claims
17 Administrator shall be responsible for the allocation and distribution of the NSV to
18 the Settling Class Members who submit timely Adjustment Forms as set forth in
19 Paragraph 52 herein.

20 (f) Sixth, the amount of any settlement checks that are not cashed by
21 Settling Class Members as well as any portion of the GSV not otherwise allocated
22 under this Settlement shall be the “Residual Amount.” The Residual Amount shall
23 be paid to the State of California as unclaimed wages under the name of the Settling
24 Class Member pursuant to the escheat procedures set forth in the California Code of
25 Civil Procedure sections 1300, *et seq.*

26 50. The Claims Administrator shall make payments from the GSV pursuant to
27 this Section X within five (5) calendar days after the Effective Date, but only after the
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1 Effective Date and upon the agreement of the Settling Parties (or an order by the Court).

2 51. In light of the nature of the Settled Claims, for the purposes of determining
 3 and/or calculating applicable taxes, eighty percent (80%) of each Settling Class Member
 4 Payment (as that term is defined in Paragraph 57 of this Agreement) shall be classified as
 5 ordinary income and penalties, payable on a Form 1099, and twenty percent (20%) of each
 6 Settling Class Member Payment shall be classified as wages, payable on a Form W-2;
 7 provided, however, that one hundred percent (100%) of all monies associated with the
 8 PAGA Allocation will be payable on a Form 1099. One hundred percent (100%) of the
 9 Named Plaintiff's Service Award will be allocated to ordinary income, payable on a Form
 10 1099. The Named Plaintiff and Settling Class Members shall be individually responsible
 11 for any and all tax implications or obligations attributable to receipt of the Service Award
 12 and/or Settling Class Member Payments. The Claims Administrator shall be responsible
 13 for generating any necessary or appropriate documents and remitting any necessary monies
 14 to the appropriate agencies in connection with payments hereunder (including remitting
 15 75% of the PAGA Allocation to the State of California). Defendants shall provide the
 16 Claims Administrator with any information reasonably necessary to perform the
 17 calculations discussed in this Paragraph 51.

18 **XI.**
 19 **DETERMINATION OF THE AMOUNT, PROCESSING,**
 20 **AND PAYMENT OF SETTLING CLASS MEMBER CLAIMS**

21 52. The Settlement Class Notice sent to each Settling Class Member shall be
 22 accompanied by a separate "Adjustment Form" in a form agreed to by the Settling Parties
 23 and approved by the Court. The Adjustment Form shall be individualized for each Settling
 24 Class Member with information reflecting the number of weeks worked during the Class
 25 Period in which the individual was actively employed in a class-qualifying capacity
 26 pursuant to the spreadsheet discussed in Paragraph 24 of this Agreement, the dates of the
 27 Settling Class Member's employment with Defendant(s), how to opt out of the settlement,
 28 how to object to the settlement, and how to dispute the number of weeks worked.

1 Additionally, the Adjustment Form will contain the estimated dollar value of the Settling
2 Class Member Payment, as that term is defined in Paragraph 57 of this Agreement,
3 assuming that Class Counsel's requests under Paragraphs 44 and 45 of this Agreement are
4 granted in their entirety and that all information contained in the spreadsheet discussed in
5 Paragraph 24 is correct. The Settlement Class Notice and Adjustment Form shall inform
6 each Settling Class Member they may submit a corrected Adjustment Form, along with
7 supporting documentation, to the Claims Administrator to the extent a Settling Class
8 Member believes that any of the information pertaining to that individual on the Adjustment
9 Form is incorrect. The Settlement Class Notice and Adjustment Form shall further inform
10 each Settling Class Member that, to be valid, the completed Adjustment Form must bear a
11 postmark reflecting a date within thirty (30) calendar days from the date of first mailing of
12 the Settlement Class Notice (the "Notice Period Deadline"). Settling Class Members bear
13 the responsibility of ensuring that information on the Adjustment Form is correct and that
14 any Adjustment Forms submitted to the Claims Administrator are actually received by the
15 Claims Administrator in compliance with this Agreement.

16 53. The Settlement Class Notice shall contain the release and waiver of claims
17 against Defendants contained in Paragraphs 59, 60, 62, and 63 of this Agreement, and an
18 easily understood statement alerting Settling Class Members that by failing to submit a
19 Request for Exclusion the individual is executing a release and waiver of all such claims
20 the employee may have against Defendants, whether or not they receive a payment.

21 54. As provided in Paragraph 24, Defendants will provide the Claims
22 Administrator with the information required to individualize the Adjustment Forms
23 discussed in Paragraph 52 of this Agreement. The Claims Administrator will be solely
24 responsible for resolving any discrepancies between Defendants' documentation and
25 conflicting information provided by the Settling Class Member in an Adjustment Form, and
26 said resolution by the Claims Administrator shall be final and binding on all parties. Once
27 the Claims Administrator resolves a given discrepancy, it will notify the Settling Class
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1 Member of its decision in writing and within fifteen (15) calendar days. Defendants agree
2 to provide additional available information which is reasonable and necessary for the
3 Claims Administrator to resolve any such discrepancies.

4 55. All putative Settling Class Members who have not returned a completed and
5 timely Request for Exclusion shall be bound by the release of claims set forth in Paragraphs
6 59, 60, 62, and 63 of this Agreement.

7 56. As soon as practicable after the Notice Period Deadline, the Claims
8 Administrator shall calculate the “Per Workweek Award” for use in the allocation and
9 distribution of the NSV to the Settling Class. The Per Workweek Award shall be
10 determined as follows:

11 (a) The Claims Administrator will determine, from either the spreadsheet
12 referenced in Paragraph 24 or the resolution of a dispute pursuant to Paragraph 54,
13 the number of workweeks that a Settling Class Member was actively employed
14 during the Settling Class Period covered by the spreadsheet discussed in Paragraph
15 24 (the “Workweeks”);

16 (b) The total number of Workweeks attributable to all Settling Class
17 Members will then be divided into the NSV, with the number of Workweeks as the
18 denominator and the NSV as the numerator, with the resulting number determined
19 to two (2) decimal places;

20 (c) The product of this calculation will be the Per Workweek Award.

21 57. The disbursement to each Settling Class Member shall be the number which
22 results from dividing the NSV by the total Workweeks worked by all Settling Class
23 Members and multiplying that number by the number of Workweeks for the individual
24 Settling Class Member (the “Settling Class Member Payment”).

25 58. The Claims Administrator shall provide counsel for the Settling Parties with
26 a Final Accounting and Report not later than five (5) court days after the Effective Date.
27 This Final Accounting and Report will include the calculations discussed in this Section XI.
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XII.
RELEASES

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3 59. **Release by Settling Class.** As of the Effective Date and in exchange for the
4 consideration, undertakings, and covenants undertaken by Defendants in this Agreement,
5 including but not limited to the provisions of Paragraph 13 and Section XIII, and to the
6 extent permitted by applicable law, the Settling Class hereby releases, discharges, and
7 covenants not to sue Avago Technologies U.S. Inc. and Broadcom Corporation, including
8 its predecessors, successors, affiliates, parents, subsidiaries, related companies, property
9 owners, employees, agents, shareholders, officers, directors, attorneys, insurers, and any
10 entity which could reasonably be jointly liable with Defendants for the claims alleged in the
11 Operative Complaint (individually and collectively, “the Releasee”) from and with respect
12 to any and all actions, causes of action, suits, liabilities, claims, and demands whatsoever,
13 whether known or unknown, during the Settling Class Period, which the Settling Class, or
14 individual members thereof, has, or had against the Releasees, or any of them, which are
15 based on any and all claims and causes of action alleged in the Operative Complaint, or
16 which could have been brought based on the factual allegations therein, including any
17 claims based on: Labor Code §§ 201–204 (regardless of the theory of liability under said
18 statute); Labor Code § 210 (regardless of the theory of liability under said statute); Labor
19 Code §§ 226 *et seq.* (regardless of the theory of liability under said statute); Labor Code §
20 510 (regardless of the theory of liability under staid statute); Labor Code § 512; Labor Code
21 § 1174 (regardless of the theory of liability under staid statute); Labor Code § 1185; Labor
22 Code §§ 1194 *et seq.* (regardless of the theory of liability under staid statute); Labor Code
23 §§ 1197 *et seq.* (regardless of the theory of liability under staid statute); Labor Code §§
24 1198 *et seq.* (regardless of the theory of liability under staid statute); Labor Code § 1199
25 (regardless of the theory of liability under staid statute); Labor Code §§ 2698 *et seq.*, to the
26 extent predicated in whole or in part on alleged violations of Labor Code §§ 201–204, 210,
27 226, 226.3, 226.7, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
28 2802, 2804, and other provisions of the Labor Code; Labor Code § 2802 (regardless of the

1 theory of liability under staid statute); Labor Code § 2804 (regardless of the theory of
2 liability under staid statute); Civil Code § 3287(b); Civil Code § 3289; Business &
3 Professional Code §§ 17200–17210; Wage Orders as referenced in the Operative
4 Complaint; any other California or local or federal law, ordinance, and/or administrative
5 regulation relating to minimum wage payments, meal and rest periods, wage statements or
6 pay records; and any additional claims for penalties, wages, interest or other monies
7 predicated on same (the “Released Claims”).

8 (a) The Released Claims include specifically, by way of further
9 description, but not by way of limitation, any and all claims for attorneys’ fees,
10 attorneys’ costs/expenses, fines, penalties, restitution, liquidated damages, punitive
11 damages, declaratory relief, and/or injunctive relief allegedly due and owing by
12 virtue of the claims referenced in this Paragraph 59, whether based on statutory,
13 regulatory, or common law (including but not limited to any such claims based on
14 the California Labor Code, Business and Professions Code, Civil Code, Order of the
15 Industrial Welfare Commission, and/or Code of Civil Procedure).

16 (b) The Settling Class Members acknowledge and/or are deemed to
17 acknowledge that they may hereafter discover claims or facts in addition to or
18 different from those which they now know or believe to exist with respect to the
19 subject matter of this Agreement and/or its release, and which, if known or suspected
20 at the time of executing this Agreement, may have materially affected this release.
21 Nevertheless, the Settling Class Members hereby waive any right, claim, or cause of
22 action that might arise as a result of such different or additional claims or facts.

23 (c) Additionally, all Settling Class Members who are Allegedly Aggrieved
24 Employees, as well as the State of California, are deemed to release, on behalf of
25 themselves and their respective former and present representatives, agents, attorneys,
26 heirs, administrators, successors, and assigns, the Releasees from all claims during
27 the PAGA Period for PAGA penalties that were alleged, or reasonably could have
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1 been alleged, based on the facts stated in the PAGA Notice including, any and all
2 claims involving any alleged failure to pay minimum wages, pay overtime wages,
3 provide rest periods and pay rest period premiums, provide meal periods and pay
4 missed meal period premiums, maintain accurate employment records, pay wages
5 timely during employment, pay all wages earned and unpaid at separation, indemnify
6 all necessary business expenditures, furnish accurate wage statements, and engage
7 in unfair competition pursuant to Business & Professional Code § 17200–17210.
8 Claims released include any and all claims for attorneys’ fees, attorneys’
9 costs/expenses, fines, penalties, interest, restitution, liquidated damages, punitive
10 damages, declaratory relief, and/or injunctive relief allegedly due and owing by
11 virtue of the claims released in the foregoing sentences, whether based on statutory,
12 regulatory, or common law.

13 60. **Release By Non-Participating Settlement Class Members Who Are**
14 **Allegedly Aggrieved Employees.** All Non-Participating Settlement Class Members who
15 are Allegedly Aggrieved Employees are deemed to release, on behalf of themselves and
16 their respective former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, the Releasees from all claims during the PAGA Period for PAGA
18 penalties that were alleged, or reasonably could have been alleged, based on the facts stated
19 in the PAGA Notice including, any and all claims involving any alleged failure to pay
20 minimum wages, pay overtime wages, provide rest periods and pay rest period premiums,
21 provide meal periods and pay missed meal period premiums, maintain accurate employment
22 records, pay wages timely during employment, pay all wages earned and unpaid at
23 separation, indemnify all necessary business expenditures, furnish accurate wage
24 statements, and engage in unfair competition pursuant to Business & professional Code §
25 17200–17210. Claims released include any and all claims for attorneys’ fees, attorneys’
26 costs/expenses, fines, or penalties arising from the PAGA claims in the Operative
27 Complaint.
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**XIII.
ADDITIONAL TERMS AND CONDITIONS**

61. **Settlement Fair and Reasonable.** Class Counsel has considerable experience in litigating and settling wage-and-hour class actions of this type, and is sufficiently familiar with the facts of this case and the applicable laws and regulations to make an informed judgment as to the fairness of this Settlement. In light of this experience, and for reasons that will be more fully explained in Class Counsel’s motion for preliminary approval, Class Counsel and the Named Plaintiff believe that the settlement terms herein are fair and reasonable with regard to the interests of the Settling Class.

62. **Waiver of California Civil Code Section 1542.** All Settling Class Members (including, without limitation, the Named Plaintiff) intend and/or are deemed to intend that this Agreement should be effective as a bar to any and all of the claims released by Paragraphs 59, 60, and 61. In furtherance of this intention, all Settling Class Members expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

63. The waiver contained in Paragraph 61, above, is not intended to expand the nature of the claims released by the Settling Class beyond the Released Claims set out in Paragraph 59, but rather is intended to ensure that the release set out in Paragraph 59 is fully enforceable and is not impeded by Section 1542.

64. **Settlement the Result of Arm’s-Length Bargaining.** The terms of the settlement of this Lawsuit resulted from approximately eight (8) months of litigation generally, as well as a day of mediation with a third-party neutral.

1 65. **Notices.** Except for Settling Class Member Notices which are required herein
2 to be made to or by the Claims Administrator, all notices, requests, demands, and other
3 communications related to or in connection with this Agreement shall be in writing, and
4 shall be provided by appropriate method depending on the urgency (*e.g.*, personal delivery,
5 facsimile, overnight delivery, or first-class U.S. mail) to:

6 **TO THE SETTLING CLASS:**

TO DEFENDANTS:

7 Jonathan Melmed
8 Kyle D. Smith
9 Rachel Jo
10 MELMED LAW GROUP P.C.
11 1801 Century Park East, Suite 850
 Los Angeles, California 90067
 Telephone: (310) 824-3828
 Facsimile: (310) 862-6851

 Adam P. KohSweeney
 O’Melveny & Myers LLP
 Two Embarcadero Center, 28th Floor
 San Francisco, CA 94111-3823
 Telephone: (415) 984-8912
 Facsimile: (415) 984-8701

12 66. **No Admission of Liability.** Nothing herein shall constitute any admission
13 by Defendants of wrongdoing or liability or of the truth of any factual allegations in the
14 Lawsuit. Nothing herein shall constitute an admission by Defendants that the Lawsuit was
15 properly brought as a class or representative action other than for settlement purposes. To
16 the contrary, Defendants have denied and continue to deny each and every material factual,
17 procedural, and/or legal allegation and alleged claim asserted in the Lawsuit, and have
18 contended throughout that they have employment policies and practices in place that meet
19 or exceed the requirements of applicable law. To this end, the settlement of the Settled
20 Claims, the negotiation and execution of this Agreement, and all acts performed or
21 documents executed pursuant to or in furtherance of this Agreement or the Settlement: are
22 not, shall not be deemed to be, and may not be used as, an admission or evidence of any
23 wrongdoing or liability on the part of Defendants or of the truth of any of the factual
24 allegations in the Operative Complaint in the Lawsuit; and are not, shall not be deemed to
25 be, and may not be used as, an admission or evidence of any fault or omission on the part
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1 of Defendants in any civil, criminal or administrative proceeding in any court,
2 administrative agency or other tribunal.

3 67. **Modification by Writing Only.** This Agreement, and its terms and Exhibits,
4 may be modified only in a writing signed by all counsel of record for the parties, and will
5 not become effective unless and until approved by the Court or otherwise as ordered by the
6 Court.

7 68. **Representations.** The Named Plaintiff, on behalf of herself and the Settling
8 Class, has expressly authorized Class Counsel to take all appropriate action required or
9 permitted to be taken pursuant to this Agreement to effectuate its terms.

10 Each attorney executing this Agreement or any of its exhibits on behalf of any party
11 hereto hereby warrants that full authority to do so has been given by his/her client(s).

12 Defendants, Class Counsel, and Named Plaintiff waive their right to file an appeal,
13 writ, or any challenge whatsoever to the terms of this Agreement; provided, however, that
14 Class Counsel and the Named Plaintiff may appeal the Court's determinations with regard
15 to the requests set out in Paragraphs 44 and 45. Consistent with Paragraph 48, however,
16 any such appeal will have no effect whatsoever on the other terms and provisions of this
17 Agreement, including, by way of example but not of limitation, the releases set out in
18 Paragraphs 59, 60, 62, and 63.

19 The Settling Parties represent and agree that neither have received and/or relied upon
20 any advice and/or representations from the other party and/or its attorneys as to the necessity
21 for withholding or the taxability of the consideration paid pursuant to this Agreement,
22 whether pursuant to federal, state or local income tax statutes or otherwise.

23 69. **Further Cooperation.** The Settling Parties and their respective counsel of
24 record shall proceed diligently to prepare and execute all documents, to seek the necessary
25 Court approvals, and to do all other things reasonably necessary to conclude this Settlement.

26 70. **Construction and Integration.** This Agreement, including its exhibits,
27 constitutes the entire agreement and understanding between the parties, and supersedes any
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1 previous agreements or understandings between the Settling Parties. No representations,
2 warranties or inducements have been made to any party concerning the subject matter of
3 this Agreement and/or exhibits other than the representations, warranties and covenants
4 contained in such documents. This Agreement and related exhibits shall be construed each
5 as a whole, and with reference to one another, according to their fair meaning and intent.
6 Each of the Settling Parties represent that its/his counsel has participated and cooperated in
7 the drafting and preparation of this Agreement and related exhibits; hence, in any
8 construction to be made of this Agreement and/or exhibits, the same shall not be construed
9 against any party on the basis that said party was the drafter.

10 71. **Governing Law.** This Agreement and the exhibits hereto shall be deemed to
11 have been negotiated, executed, and delivered, and to be wholly performed, in the State of
12 California. The rights and obligations of the parties under the Agreement shall be construed
13 and enforced in accordance with, and be governed by, the substantive and procedural laws
14 of the State of California without regard to California's choice of law principles.

15 72. **Counterparts.** This Agreement may be executed in one or more faxed or e-
16 mailed counterparts, which may be filed with the Court. All executed counterparts, and
17 each of them, shall be deemed to be one and the same instrument. Once available, a
18 complete set of executed counterparts shall be filed with the Court. Copies of the complete
19 set of executed counterparts may be used for all purposes in lieu of the originals, and shall
20 have the same force and effect as the originals.

21 73. **Attorneys' Fees, Costs, and Expenses.** Except as otherwise specifically
22 provided for herein, each party shall bear her/their own attorneys' fees, costs, and expenses,
23 taxable or otherwise, incurred by them in or arising out of the Settled Claims, and shall not
24 seek reimbursement thereof from any other party to this Agreement.

25 74. **Publicity.** The Named Plaintiff and Class Counsel agree that they will not
26 publicize or announce this Settlement in press release, or marketing materials. This
27 provision shall not bar: (i) the Named Plaintiff nor Class Counsel from responding to
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1 affirmative inquiries initiated by the press (in which case the response shall be limited to
2 that fact that “the parties have mutually agreed to settle certain claims to avoid the
3 uncertainties of litigation”) and by Settling Class Members; (ii) the parties or their counsel
4 from informing Settling Class Members about the Settlement and ensuring that all Settling
5 Class Members have notice of the Settlement; or (iii) posting publicly available information
6 on Class Counsel’s websites.


7 75. **Continuing Jurisdiction.** Except as otherwise specifically provided for
8 herein, Department 19 of the Superior Court of the State of California, County of Santa
9 Clara, shall retain jurisdiction to construe, interpret, and enforce this Agreement and the
10 Settlement, to supervise all notices, the administration of the settlement and this Agreement
11 and distribution of the GSV, and to hear and adjudicate any dispute arising from or related
12 to the settlement and/or this Agreement.

13 76. **Calculation of Time.** To the extent that any timeframe set out in this
14 Agreement is ambiguous, said ambiguity shall be resolved by applying the conventions
15 contained in California Code of Civil Procedure §§ 12–12c.

17 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly
18 authorized representatives of accept and agree to the terms of this Agreement and hereby
19 execute it voluntarily and with a full understanding of its consequences.

21 _____
22 Thoa Barcenas
23 Named Plaintiff

_____ Date

23 DocuSigned by:

24 18BE21B1BAA440C...


_____ Aug-07-2025

25 _____
26 Kirsten Spears
27 Chief Financial Officer – Broadcom

_____ Date

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**APPROVED AS TO CONTENT AND
FORM:**

ADAM P. KOHSWEENEY
KATY (YIN YEE) HO
O'MELVENY & MYERS LLP
By: 
Adam P. KohSweeney
Attorneys for Defendants Avago
Technologies U.S. Inc. and Broadcom
Corporation

08/07/2025

Date

JONATHAN MELMED
KYLE D. SMITH
RACHEL JO
MELMED LAW GROUP P.C.
By: _____
Kyle D. Smith
Attorney for Plaintiff

Date

1 affirmative inquiries initiated by the press (in which case the response shall be limited to
2 that fact that “the parties have mutually agreed to settle certain claims to avoid the
3 uncertainties of litigation”) and by Settling Class Members; (ii) the parties or their counsel
4 from informing Settling Class Members about the Settlement and ensuring that all Settling
5 Class Members have notice of the Settlement; or (iii) posting publicly available information
6 on Class Counsel’s websites.

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8 herein, Department 19 of the Superior Court of the State of California, County of Santa
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11 and distribution of the GSV, and to hear and adjudicate any dispute arising from or related
12 to the settlement and/or this Agreement.

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14 Agreement is ambiguous, said ambiguity shall be resolved by applying the conventions
15 contained in California Code of Civil Procedure §§ 12–12c.

16
17 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly
18 authorized representatives of accept and agree to the terms of this Agreement and hereby
19 execute it voluntarily and with a full understanding of its consequences.

20 Signed by:
21 Thoa Barcenas
22 Thoa Barcenas
23 Named Plaintiff

8/1/2025
Date

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25 Kirsten Spears
26 Chief Financial Officer – Broadcom

Date

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**APPROVED AS TO CONTENT AND
FORM:**

ADAM P. KOHSWEENEY
KATY (YIN YEE) HO
O'MELVENY & MYERS LLP

By: _____
Adam P. KohSweeney
Attorneys for Defendants Avago
Technologies U.S. Inc. and Broadcom
Corporation

Date

JONATHAN MELMED
KYLE D. SMITH
RACHEL JO
MELMED LAW GROUP P.C.

By:  _____
Kyle D. Smith
Attorney for Plaintiff

7/29/2025
Date