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8 Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

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

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

15 Plaintiff,

16 v.

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

21 Defendants.

Case Number: 24CV434852

**Order Granting Preliminary  
Approval of Class Action and PAGA  
Settlement**

**ORDER**

This matter came for hearing on April 22, 2026, at 1:30 p.m., regarding Plaintiff’s unopposed *Motion for Preliminary Approval of Class Action and PAGA Settlement* (the “Motion”) on the terms set forth in both the parties’ *Joint Stipulation of Class and Representative Action Settlement and Release* (the “Settlement Agreement”) attached as **Exhibit A** to the *Declaration of Jonathan Melmed in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement* filed September 19, 2025, and the parties’ *Amendment to Joint Stipulation of Class and Representative Action Settlement and Release* (hereafter referred to as the “Settlement Addendum” and, collectively with the Settlement Agreement, as the “Amended Settlement Agreement”) attached as **Exhibit A** to the *Declaration of Kyle D. Smith Regarding Cy Pres Recipient and Settlement Amendment* filed April 8, 2026. Having considered the Amended Settlement Agreement, all papers and proceedings held herein, and having reviewed the entire record in this action, the Court hereby finds and orders:

1. All terms used in this order shall have the same meaning as defined in the Motion.

2. The Court grants preliminary approval of the Amended Settlement Agreement and the “Class” (as that term is defined in the Motion) based on the terms set forth in the Amended Settlement Agreement.

3. The resolution set forth in the Amended Settlement Agreement appears to be fair, adequate, and reasonable to the Class, including the payment of the non-reversionary gross settlement amount of **\$635,000.00** (“Gross Settlement Amount”) by Defendants.

4. The Amended Settlement Agreement, including the Gross Settlement Amount, falls within the range of reasonableness and is presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court.

5. A final fairness hearing on the question of whether the proposed Amended Settlement Agreement, the attorneys’ fees and costs to Plaintiff’s counsel, and Plaintiff’s service award should be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in this department on the date and time set forth in the implementation schedule below.

6. This Court approves, as to form and content, the proposed class notice attached as **Exhibit 1** to this order, to be distributed to the Class Members pursuant to the Amended Settlement

1 Agreement in substantially the same form. The Court approves the procedure for Class Members to  
2 participate in, to opt out of, and to object to the settlement as set forth in the Amended Settlement  
3 Agreement.

4 7. The Court directs the mailing of the Class Notice by first class mail to the Class  
5 Members in accordance with the implementation schedule set forth below. The Court finds the dates  
6 selected for the mailing and distribution of the Class Notice, as set forth in the implementation schedule,  
7 meet the requirements of due process and constitute the best notice practicable under the circumstances  
8 and due and sufficient notice to all persons entitled thereto.

9 8. The Court preliminarily certifies the Class, as defined in the Motion, for settlement  
10 purposes.

11 9. The Court confirms Plaintiff Thoa Barcenas (“Plaintiff”) as class representative.

12 10. The court confirms Jonathan Melmed, Kyle D. Smith, and Rachel Jo of Melmed Law  
13 Group P.C. as class counsel.

14 11. The Court appoints Apex Class Action, LLC as the settlement administrator.

15 12. The Court designates the Alliance for Children’s Rights as the *cy pres* recipient of any  
16 Residual Amount consistent with California Code of Civil Procedure § 384(b).

17 13. To facilitate administration of the Amended Settlement Agreement pending final  
18 approval, the court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any  
19 claims, suits, or administrative proceedings (including filing claims with the Division of Labor  
20 Standards Enforcement of the California Department of Industrial Relations) regarding the claims to  
21 be released by the Settlement Agreement, unless and until such Class Members have filed valid requests  
22 for exclusion with the Settlement Administrator and the time for filing claims with the Settlement  
23 Administrator has elapsed.

24 14. Neither this Order nor the Amended Settlement Agreement, nor any of their terms or  
25 provisions, nor any of the negotiations or proceedings connected with them, shall be construed as an  
26 admission or concession by any party of the truth of any of the allegations, claims, defenses, or  
27 averments in this litigation, or of any liability, fault or wrongdoing of any kind..

28 15. The Court orders the following implementation schedule for further proceedings:

1		
2	a.	Deadline for Defendants to Submit Class List to the Settlement Administrator
3		Within fifteen (15) court days of this order.
4	b.	Deadline for Settlement Administrator to Mail Notice Packets to all Class Members
5		Within ten (10) court days of receipt of the Class List
6	c.	Deadline for Class Members to Postmark Workweeks Challenges
7		Within thirty (30) days after mailing of the Class Notice.
8	d.	Deadline for Class Members to Postmark Requests for Exclusion
9		Within thirty (30) days after mailing of the Class Notice.
10	e.	Deadline for Class Members to Submit Any Objections to Settlement
11		Within thirty (30) days after mailing of the Class Notice.
12	f.	Deadline for Settlement Administrator to Provide Class Counsel with Declaration of Due Diligence
13		At least twenty-one (21) calendar days prior to the deadline for Plaintiff's motion for final approval to be filed.
14	f	Final Approval and Fairness Hearing
15		October 14, 2026 at 1:30 p.m. in Department 19 of the above-captioned court.

16. If any of the dates in this implementation schedule fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

**IT IS SO ORDERED.**

Dated: April 29, 2026

  
 Judge of the Superior Court, County of Santa Clara

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**Exhibit 1**  
*(Class Notice)*

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

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

Plaintiff,

v.

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

Defendants.

Case No.: 24CV434852

**Notice of Proposed Class and PAGA Action  
Settlement**

*A court authorized this notice. This is not a solicitation from a lawyer.*

1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

2 *You may be eligible to receive a settlement payment. Please read this notice carefully.*

3 A proposed class and PAGA action settlement agreement (the “Settlement”) has been reached  
4 between: **(1)** Plaintiff Thoa Barcenas (“Plaintiff”), individually and in her representative capacity on  
5 behalf of a group of prospective class members defined below, and as a private attorney general on  
6 behalf of the State of California; and **(2)** Defendants Avago Technologies U.S. Inc. and Broadcom  
7 Corporation (collectively, “Defendants”). The Settlement resolves disputed claims against Defendants  
8 arising out of their compensation practices during the period from April 9, 2020, through March 29,  
9 2025 (the “Class Period” or “Settling Class Period”) as applied to all individuals who are or were  
10 employed by Defendants as non-exempt employees in California during the Class Period (“Class  
11 Members” or “Settling Class”).

12 The Court has granted preliminary approval of the Settlement and ordered this notice to be sent  
13 to you because you may be entitled to money under the Settlement and because the Settlement affects  
14 your legal rights.

15 **NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE**  
16 **SETTLEMENT:** If you are a Class Member (as defined above) and received this notice, you are  
17 automatically included in the Settlement and do not need to take any further action to receive a  
18 payment. If you accept your settlement amount, you will release the claims described below.

19 **1. DESCRIPTION OF THE LAWSUIT**

20 Plaintiff, individually and in her representative capacity on behalf of the Class Members, and  
21 as a private attorney general on behalf of the State of California, is pursuing a lawsuit against  
22 Defendants in the Superior Court of the State of California for the County of Santa Clara in the matter  
23 of *Thoa Barcenas v. Avago Technologies U.S. Inc., et al.*, case number **24CV434852** (the “Action”).  
24 The Action sought recovery for Defendants’ alleged: **(1)** failure to pay minimum wage for all hours  
25 worked; **(2)** failure to pay proper overtime wages; **(3)** failure to provide compliant rest periods and pay  
26 missed rest break premiums; **(4)** failure to provide compliant meal periods and pay missed meal period  
27 premiums; **(5)** failure to maintain accurate employment records; **(6)** failure to pay timely wages during  
28 employment; **(7)** failure to pay all wages due and owing at separation; **(8)** failure to reimburse business

1 expenses; **(9)** failure to provide complete and accurate wage statements; and **(10)** deceptive, fraudulent,  
2 or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair  
3 Competition Law.

4 **Defendants deny all liability, deny all allegations in the Action, and have raised various**  
5 **defenses to the claims.** Defendants assert that they fully complied with all applicable wage and hour  
6 laws, and contend that civil penalties under PAGA are not warranted. Defendants also deny that the  
7 Action is suitable for class certification. Defendants have entered into the Settlement solely for  
8 purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and do not  
9 admit to any wrongdoing or liability.

10 The Court has not ruled on the merits in the Action. By approving the Settlement and issuing  
11 this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or  
12 whether the claims are suitable for class certification. To avoid the additional expense, inconvenience,  
13 and risk of continued litigation, however, Plaintiff and Defendants (the “Parties”) have concluded that  
14 it is in their respective best interests and the interests of the Class Members to settle the Action on the  
15 terms summarized in this notice. The Settlement was reached after Defendants provided extensive  
16 information and documents to Plaintiff’s counsel, and after lengthy arms-length non-collusive  
17 negotiations between the Parties, including mediation with an experienced and well-respected mediator  
18 in California. In these negotiations, both sides recognized the substantial risk of the Court deciding  
19 against them at trial and determined that the Settlement was a fair, reasonable, and adequate way to  
20 resolve the disputed claims.

21 Plaintiff and Plaintiff’s counsel—Jonathan Melmed, Kyle D. Smith, and Rachel Jo of Melmed  
22 Law Group P.C. (“Class Counsel”)—support the Settlement. Among the reasons for support are the  
23 defenses to liability potentially available to Defendants, the risk of denial of class certification, the  
24 inherent risk of trial on the merits, and the delays and uncertainties associated with litigation. Plaintiff  
25 and Class Counsel believe that the settlement described in this notice is fair, adequate, reasonable, and  
26 in the best interests of Plaintiff and the Class Members.

27 Under the Settlement, the following settlement class will be certified under California law: *all*  
28 *individuals who are or were employed by Defendants as non-exempt employees in California during*

1 *the Class Period.* The “Class Period” is defined as the period from April 9, 2020, through March 29,  
2 2025. The Settlement provides for a gross settlement amount of \$635,000.00, a share of which is to be  
3 distributed to the Class Members based on the pro rata number of weeks worked by the Class Members  
4 during the Class Period as a proportion of all weeks worked by all Class Members. In exchange for  
5 their share of the settlement amount, all participating Class Members will be deemed to have released  
6 Defendants from liability on the terms described in this notice.

7 On [date of preliminary approval], the Court preliminarily approved the Settlement and  
8 conditionally certified the settlement class. This notice is being sent to you because Defendants’ records  
9 indicate that you worked for Defendants during the Class Period and that you meet the definition  
10 required to be treated as a Class Member.

11 **2. IF YOU ARE STILL EMPLOYED BY DEFENDANTS, THIS SETTLEMENT WILL**  
12 **NOT AFFECT YOUR EMPLOYMENT.**

13 California law strictly prohibits retaliation. Further, Defendants are prohibited by law from  
14 taking any adverse action against or otherwise target, retaliate, or discriminate against any Class  
15 Member because of the Class Member’s participation or decision not to participate in the Settlement.

16 **3. TERMS OF THE SETTLEMENT**

17 Defendants have agreed to pay \$635,000.00 (the “Gross Settlement Amount”) to resolve the  
18 claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

- 19 1. **Settlement Administration Costs.** The Court has approved Apex Class Action, LLC  
20 to act as the “Settlement Administrator,” who is sending this notice to you and will  
21 perform many other duties relating to the Settlement. Under the Settlement, up to  
22 \$15,000.00 will be paid from the Gross Settlement Amount to pay the Settlement  
23 Administration Costs.
- 24 2. **Attorneys’ Fees and Expenses.** Class Counsel have been prosecuting the Action on  
25 behalf of the Class Members on a contingency fee basis (that is, without being paid any  
26 money to date) and have been paying all litigation costs and expenses. To date, the  
27 Parties have aggressively litigated many aspects of the case including investigation,  
28 settlement efforts, and a full-day mediation session. The Court will determine the actual

1 amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross  
2 Settlement Amount. Class Members are not personally responsible for any of Class  
3 Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third of  
4 the Gross Settlement Amount (i.e., \$211,666.67) as reasonable compensation for the  
5 work Class Counsel performed and will continue to perform in the Action. Class  
6 Counsel also will ask for reimbursement of up to \$25,000.00 for the costs Class Counsel  
7 incurred in connection with the Action.

8 3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide  
9 a service payment to Plaintiff in the amount of \$10,000.00 for Thoa Barcenas to  
10 compensate her for her efforts on behalf of the Class Members in the Action, including  
11 assisting in the investigation and consulting with Class Counsel and providing crucial  
12 documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a  
13 Class Member.

14 4. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement  
15 of the PAGA claims included in the Action, which is \$63,500.00. The PAGA Payment  
16 is to be approved by the Court pursuant to Labor Code section 2699 and is to be  
17 distributed as follows: seventy-five percent (75%) (i.e., \$47,625.00) to the LWDA and  
18 twenty-five percent (25%) (i.e., \$15,875.00) to the individuals who come within the  
19 definition of an "aggrieved employee" for the purposes of the Settlement (i.e., all  
20 individuals who are or were employed by Defendants as non-exempt employees in  
21 California during the PAGA Period). The "PAGA Period" is defined for these purposes  
22 to mean the period from April 9, 2023, through March 29, 2025.

23 After deducting the amounts above, the balance of the settlement amount will form the "Net  
24 Settlement Amount" for distribution to the Class Members.

25 **4. DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS**

26 Each eligible Class Member who does not request exclusion from the Settlement will be deemed  
27 a "Class Participant" and will receive a share from the Net Settlement Amount which will be distributed  
28 pro rata based on the proportional number of weeks worked by each Class Member during the Class

1 Period (the “Individual Settlement Amount”). If any Class Member requests exclusion from the  
2 Settlement, his or her share will be distributed to the remaining Class Participants.

3 Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the  
4 form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him  
5 or her), and Eighty percent (80%) of each Individual Settlement Amount will constitute penalties and  
6 interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

7 Defendants, or their proxies, shall take all usual and customary deductions from the Individual  
8 Settlement Amount payments that are distributed as wages, including, but not limited to, state and  
9 federal tax withholding, disability premiums, and unemployment insurance premiums. There will be  
10 no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form  
11 1099 as income. Class Participants are responsible for the proper income tax treatment of their  
12 Individual Settlement Amount. The Settlement Administrator, Defendants and their counsel, and Class  
13 Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors  
14 concerning the tax consequences and treatment of payments they receive under the Settlement.

15 The workweeks you worked for Defendants during the Class Period will be calculated based  
16 on Defendants’ records. If you feel that you were not credited with the correct number of workweeks  
17 worked during the Class Period, you may submit evidence to the Settlement Administrator on or before  
18 [Response Deadline] with documentation to establish the number of workweeks you claim to have  
19 actually worked during the Class Period. **Documentation sent to the Settlement Administrator will  
20 not be returned or preserved, so do not send originals.** The Parties and the Settlement Administrator  
21 will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should  
22 be credited. The Settlement Administrator will make the final decision as to how many weeks are  
23 credited and report the outcome to the Class Participant. If you are unsatisfied with the decision, you  
24 may submit an objection, which is explained below.

25 Settlement checks will be mailed to all Class Participants after the Court grants final approval  
26 of the Settlement and judgment is entered.

1 **5. THE RELEASE OF CLAIMS**

2 If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind  
3 all Class Participants. The Class Participants will then be barred from bringing any “Released Claims”  
4 against the “Released Parties” as those terms are defined below.

5 The “Released Parties” or “Releasees” are Defendants Avago Technologies U.S. Inc. and  
6 Broadcom Corporation, including any entity which could reasonably be jointly liable with Defendants  
7 for the claims alleged in the operative complaint in the Action.

8 In simple terms, the “Released Claims” are defined to mean all legal claims that arose during  
9 the Class Period—whether you know about them now or not—that are based on the same facts or issues  
10 raised in the Action. This includes any claims about:

- 11 • Late or unpaid wages,
- 12 • Overtime pay,
- 13 • Missed meal or rest breaks (and penalties for them),
- 14 • Inaccurate or incomplete wage statements/pay stubs,
- 15 • Failure to maintain proper employment records,
- 16 • Reimbursement of business expenses,
- 17 • Failure to pay all wages owed when employment ends,
- 18 • Minimum wage violations,
- 19 • Penalties and interest tied to these claims, and
- 20 • Unfair business practices under California’s unfair competition law.

21 This release covers not only the specific statutes listed in the complaint, but also any other state,  
22 local, or federal laws related to the same wage-and-hour issues. The release also includes all types of  
23 remedies, like wages, penalties, restitution, interest, attorneys’ fees and costs, and requests for  
24 injunctions or declarations for these claims. Participating Class Members may discover new facts about  
25 these Released Claims later but still cannot pursue recovery for any Released Claims.

26 The release also applies to claims under the Private Attorneys General Act (PAGA) for  
27 penalties, on behalf of both the employees and the State of California, for the same types of wage-and-  
28 hour violations.

1 The Settlement does *not* release Defendants or any person, party, or entity from claims, if any,  
2 by Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor  
3 does it release any claims, actions, or causes of action which may be possessed by Class Members  
4 under state or federal discrimination statutes, including, without limitation, the California Fair  
5 Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code,  
6 § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.);  
7 the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income  
8 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and  
9 interpretive guidelines.

10 Class Members who do not request exclusion from the Settlement will be deemed to have  
11 acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that  
12 the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be  
13 deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable  
14 to the Settlement payments. That section provides in pertinent part as follows:

15 “An employer shall not require the execution of a release of a claim or right on account  
16 of wages due, or to become due, or made as an advance on wages to be earned, unless  
17 payment of those wages has been made.”  
18

19 **6. YOUR OPTIONS**

20 **6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT**

21 If you do nothing, you will be automatically included as a Class Participant in the Settlement  
22 and will receive a settlement payment. You do *not* have to take any further action to receive your  
23 settlement payment. It is, however, the responsibility of all Class Members to ensure that the Settlement  
24 Administrator has your current address on file, or you may not receive important information or a  
25 settlement payment. The estimated amount of your settlement payment if you do nothing is included  
26 on the attached *Class Action Settlement Share Form*.  
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1           **6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT**

2           If you do *not* wish to take part in the class action portion of the Settlement (the “Class  
3 Settlement”), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement  
4 Administrator a letter or card postmarked no later than [Response Deadline] that specifically requests  
5 exclusion from the Class Settlement in this case. The request for exclusion must include your name,  
6 address, telephone number, and signature, and it should state:

7           “I wish to be excluded from the settlement class in the case of *Thoa Barcenas v. Avago*  
8 *Technologies U.S. Inc., et al.*. I understand that if I ask to be excluded from the  
9 settlement class, I will not receive any money from the settlement of this lawsuit and  
10 will not be releasing any claims I might have.”

11           Send the request for exclusion directly to the Settlement Administrator at the following address  
12 by no later than [Response Deadline]:

13           [Insert Settlement Administrator Address]

14           Any person who submits a timely request for exclusion from the Class Settlement shall, upon  
15 receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and  
16 shall receive no benefits from the class action portion of the Settlement. If you want confirmation of  
17 receipt of your request for exclusion, please send it by United States certified mail, return receipt  
18 requested, or contact the Settlement Administrator.

19           **Importantly**, Class Members who timely and validly request exclusion from the Class  
20 Settlement will *not* be excluded from their share of the PAGA Payment. Requesting exclusion from  
21 the Class Settlement applies solely to the Class Members’ entitlement to the class action portion of the  
22 Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class  
23 Settlement you will still be entitled to your share, if any, of the PAGA Payment.

24           **6.3. OBJECT TO THE SETTLEMENT**

25           You have the right to object to the terms of the Settlement if you do not request exclusion. If,  
26 however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you  
27  
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1 wish to object to the Settlement, or any portion of it, you may file with the Settlement Administrator  
2 and the Court a written objection stating your name, address, telephone number, dates of employment  
3 with Defendants, the case name and number, each specific reason in support of your objection, and any  
4 legal support for each objection. Objections in writing must be mailed to the Settlement  
5 Administrator—[Insert Settlement Administrator Address]—by no later than [Response Deadline] to  
6 be considered. **Objections that do not include all required information, or that are not timely  
7 submitted, might not be considered by the court.**

8 If you choose to object to the Settlement, you may also appear to speak at the final approval  
9 and fairness hearing scheduled for [Final Approval Hearing Date], at [Final Approval Hearing Time]  
10 in Department [Court Department] of the Superior Court of the State of California for the County of  
11 Santa Clara, located at [Court Location]. **You may appear at the final approval and fairness hearing  
12 to make an oral objection without filing a written objection.**

13 You may appear at the final approval hearing in person or remotely using the link for  
14 Department 19 (Afternoon Session), and should review the remote appearance instructions beforehand:

15 <https://santaclara.courts.ca.gov/online-services/remote-hearings>

16  
17 Class members who wish to appear remotely are encouraged to contact class counsel at least  
18 three days before the hearing, if possible, so that potential technology or audibility issues can be  
19 avoided or minimized.

20 If you object to the Settlement, you will remain a Class Member, and if the Court approves the  
21 Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as  
22 Class Members who do not object. Any Class Member who does not object in the manner provided  
23 above shall have waived any objection to the Settlement, whether by appeal or otherwise.

24 The Court may, at the time of the final approval and fairness hearing, have certain social  
25 distancing requirements or procedures for attendance at hearings. If you wish to object to the Settlement  
26 by speaking at the final approval and fairness hearing, you may contact Class Counsel, whose  
27 information is provided below, for more information about the Court's current social distancing  
28 procedures. You may also review the Court's website for the most current information.

1 **7. HOW TO UPDATE OR CHANGE YOUR ADDRESS**

2 If you move after receiving this notice or if it was misaddressed, please contact the Settlement  
3 Administrator, [Settlement Administrator], at [Settlement Administrator Phone] or by email at  
4 [Settlement Administrator Email], as soon as possible. **This is important to ensure that future notices  
5 and/or the Settlement payment reach you.**

6 **8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED**

7 Within seven (7) days after the Court has held a final and fairness approval hearing and entered  
8 a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a  
9 copy of that order and final judgment on its website at the following website address:

10 [Case-Specific Settlement URL (to be added by Settlement Administrator)]

11 **9. IF THE SETTLEMENT IS NOT APPROVED**

12 If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the  
13 Settlement may be voided, in which case no money will be paid, and the case will return to litigation.  
14 If that happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any  
15 decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as  
16 favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be  
17 upheld if an appeal was filed.

18 **10. QUESTIONS OR COMMENTS**

19 **PLEASE DO NOT CALL OR CONTACT THE COURT.** If you have any questions about  
20 the settlement, you may contact the Settlement Administrator at: [Settlement Administrator Phone] or  
21 by e-mail at [Settlement Administrator Email]. You may also contact Class Counsel at the addresses  
22 or phone numbers listed below.

<b>Lawyers Representing Plaintiff and the Class Members</b>
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**CLASS ACTION SETTLEMENT SHARE FORM**

*Thoa Barcenas v. Avago Technologies U.S. Inc., et al.*

Case Number 24CV434852

Superior Court of the State of California for the County of Santa Clara

The proposed class action settlement agreement (the “Settlement”) described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendants Avago Technologies U.S. Inc. and Broadcom Corporation (collectively, “Defendants”) arising out of their compensation practices during the period from April 9, 2020, through March 29, 2025 (the “Class Period”) as applied to all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period (“Class Members”).

You are receiving this form because you are believed to be a Class Member. **According to Defendants’ records, you worked [REDACTED] workweeks for Defendants during the Class Period. Accordingly, your share of the Settlement is currently estimated to be \$ [REDACTED],** which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement.

***You do not need to do anything to receive money under the Settlement.***

If you believe the information provided above as to the number of your workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **[Response Deadline]** at:

**[Settlement Administrator Contact Information]**

If you dispute the information stated above, the information Defendants provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **[Response Deadline]**.

**Do not send originals; documentation sent to the claims administrator will not be returned or preserved.**