

## **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Serg Ramirez and Fitzgerald De Roxas (together, “Plaintiffs”) and defendant Baxalta, US, Inc. (“Baxalta”). The Agreement refers to Plaintiffs and Baxalta collectively as “Parties,” or individually as a “Party.”

### **SECTION I: DEFINITIONS.**

**Section 1.1** “Action” means the Plaintiffs’ lawsuits: *Serg Ramirez v. Baxalta, US, Inc.*, Case Number 21-STCV-07572; and *Fitzgerald De Roxas v. Baxalta UA, Inc.*, Case Number 22-STCV-11930, alleging wage and hour violations against Baxalta, initiated on February 26, 2021 and October 29, 2022, respectively, and pending in Superior Court of the State of California, County of Los Angeles.

**Section 1.2** “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

**Section 1.3** “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

**Section 1.4** “Aggrieved Employee” means a person employed by Baxalta in California and classified as a non-exempt employee during the PAGA Period.

**Section 1.5** “Class” means all persons employed by Baxalta in California and classified as non-exempt employees during the Class Period.

**Section 1.6** “Class Counsel” means Kelsey Szamet of Kingsley & Kingsley, APC; Joseph Tojarieh of the Tojarieh Law Firm; and Raul Perez and Bevin Allen Pike of Capstone Law, APC.

**Section 1.7** “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

**Section 1.8** “Class Data” means Class Member identifying information in Baxalta’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

**Section 1.9** “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

**Section 1.10** “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources,

methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

**Section 1.11** “Class Notice” means the Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

**Section 1.12** “Class Period” means the period from July 11, 2019 to November 13, 2022.

**Section 1.13** “Class Representatives” means the named Plaintiffs in the operative complaints in the Action seeking Court approval to serve as a Class Representatives.

**Section 1.14** “Class Representative Service Payment(s)” means the payment to each Class Representative for initiating the Action and providing services in support of the Action.

**Section 1.15** “Court” means the Superior Court of California, County of Los Angeles.

**Section 1.16** “Baxalta” means named Defendant Baxalta, US, Inc.

**Section 1.17** “Defense Counsel” means Timothy Hix and Bailey Bifoss of Seyfarth Shaw, LLP.

**Section 1.18** “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

**Section 1.19** “Final Approval” means the Court’s order granting final approval of the Settlement.

**Section 1.20** “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

**Section 1.21** “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

**Section 1.22** “Gross Settlement Amount” means Four Million Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$4,750,000.00) which is the total amount Baxalta agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator’s Expenses.

**Section 1.23** “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

**Section 1.24** “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

**Section 1.25** “Judgment” means the judgment entered by the Court based upon the Final Approval.

**Section 1.26** “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

**Section 1.27** “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

**Section 1.28** “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

**Section 1.29** “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

**Section 1.30** “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Baxalta for at least one day during the PAGA Period.

**Section 1.31** “PAGA Period” means the period from February 25, 2020 to November 13, 2022.

**Section 1.32** “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

**Section 1.33** “PAGA Notice” means Plaintiff’s Ramirez’s February 25, 2021 letter to Baxalta and the LWDA and Plaintiff De Roxas’s November 3, 2021 letter to Baxalta and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

**Section 1.34** “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$50,000) and the 75% to LWDA (\$150,000) in settlement of PAGA claims.

**Section 1.35** “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

**Section 1.36** “Plaintiffs” means Serg Ramirez and Fritzgerald De Roxas, the named plaintiffs in the Action.

**Section 1.37** “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

**Section 1.38** “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

**Section 1.39** “Released Class Claims” means the claims being released as described in Paragraph 6.3 below.

**Section 1.40** “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.

**Section 1.41** “Released Parties” means: Baxalta and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, parents, partners, joint ventures, and affiliates, as well as all directors, officers, shareholders, owners, attorneys, and insurers of all such entities and individuals.

**Section 1.42** “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

**Section 1.43** “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

**Section 1.44** “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

**Section 1.45** “Workweek” means any week during which a Class Member worked for Baxalta for at least one day, during the Class Period.

## **SECTION II: RECITALS.**

**Section 2.1** On February 26, 2021, Plaintiff Ramirez filed a Complaint alleging causes of action against Baxalta for failure to provide accurate itemized wage statements in violation of California Labor Code section 226. On May 4, 2021, Plaintiff Ramirez filed a First Amended Complaint adding a claim under PAGA for Baxalta’s alleged violation of Labor Code section 226. On July 30, 2021, Plaintiff Ramirez filed a Second Amended Complaint against Baxalta, which contained no new causes of action (the “Operative Ramirez Complaint”). Baxalta denies the allegations in the Operative Ramirez Complaint and denies any and all liability for the causes of action alleged.

**Section 2.2** On October 29, 2021, Plaintiff De Roxas filed a Complaint alleging causes of action against Baxalta for failure to pay wages (including minimum wages and overtime), failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements and maintain payroll records, failure to timely pay wages during employment, failure

to timely pay wages upon termination of employment, failure to pay reporting time pay, unreimbursed business expenses, unfair and unlawful business practices (the “Operative De Roxas Complaint”). Baxalta denies the allegations in the Operative De Roxas Complaint and denies any and all liability for the causes of action alleged.

**Section 2.3** Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Baxalta and the LWDA by sending the PAGA Notice.

**Section 2.4** On November 16, 2022, the Parties participated in an all-day mediation presided over by mediator Todd Smith, which led to this Agreement to settle the Action.

**Section 2.5** Prior to mediation, Plaintiffs obtained through informal discovery documents and data regarding Baxalta’s policies and practices, as well as data concerning Class Members’ and Aggrieved Employees’ time and payroll records. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

**Section 2.6** The Court has not granted class certification.

**Section 2.7** The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **SECTION III: FILING OF THIRD AMENDED COMPLAINT AND STAY ON PROCEEDINGS**

**Section 3.1** Within 15 days of this Agreement being fully executed, Plaintiff Ramirez will prepare and file a Third Amended Complaint (“TAC”) to (i) add Plaintiff De Roxas as a party, and (ii) include all claims alleged on a PAGA *and* class action basis for each of the alleged violations currently identified in the Action or the PAGA Notice. The TAC, which will become the “Operative Complaint,” is being filed to flesh out and incorporate allegations that were investigated, litigated, mediated, and resolved, and to effectuate the Settlement. The Parties agree that Baxalta will not be required to file an Answer or other responsive pleading to the TAC.

**Section 3.2** Once the TAC is filed in the Ramirez Action such that Plaintiff De Roxas and his unique claims are added to that case, the De Roxas Action shall be stayed pending Final Approval. Within 10 business days following the Effective Date, Plaintiff De Roxas shall request his action be dismissed with prejudice.

**Section 3.3** If for any reason the Effective Date does not occur, then the TAC will be deemed withdrawn and void *ab initio* and the Operative Ramirez Complaint and the Operative De Roxas Complaint will be restored to their prior status without prejudice to Plaintiffs’ right to seek leave to file another amended complaint. Baxalta does not impliedly or expressly waive any arguments or defenses to the TAC. Likewise, if the Effective Date does not occur, the stay in the De Roxas Action shall be lifted.

## **SECTION IV: MONETARY TERMS.**

**Section 4.1** **Gross Settlement Amount.** Except as otherwise provided by Paragraph 10 below, Baxalta promises to pay Four Million Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$4,750,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Baxalta has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Baxalta.

**Section 4.2** **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

**Section 4.2.1** **To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000, each** (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Baxalta will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed \$10,000, each. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

**Section 4.2.2** **To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be \$1,583,333 and a Class Counsel Litigation Expenses Payment of not more than \$25,000.** Baxalta will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Baxalta harmless, and indemnifies Baxalta, from any dispute or controversy regarding any division or sharing of any of these Payments.

**Section 4.2.3** **To the Administrator: An Administrator Expenses Payment not to exceed \$13,500 except for a showing of good cause and as approved by the Court.** To the extent

the Administration Expenses are less or the Court approves payment less than \$13,500, the Administrator will retain the remainder in the Net Settlement Amount.

**Section 4.2.4** To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

**Section 4.2.4.1** Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

**Section 4.2.4.2** Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

**Section 4.2.5** To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$200,000 to be paid from the Gross Settlement Amount, with 75% (\$150,000) allocated to the LWDA PAGA Payment and 25% (\$50,000) allocated to the Individual PAGA Payments.

**Section 4.2.5.1** The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$50,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

**Section 4.2.5.2** If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

**Section 4.3** No ERISA Impact. None of the payments made pursuant to this Settlement will be considered for purposes of determining eligibility for, vesting, or participation in, calculation of, or contributions to any welfare or benefit plans including without limitation all plans subject to ERISA. The Parties agree that these payments do not represent any modification of any employee's previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy. These payments also will not be considered wages, compensation, or annual earnings for benefits in any year for purposes of determining eligibility for or benefit accrual within any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

## **SECTION V: SETTLEMENT FUNDING AND PAYMENTS.**

**Section 5.1** Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, at mediation Baxalta estimated there were 1,126 Class Members who collectively worked a total of 134,315 Workweeks, and 1,124 Aggrieved Employees who worked a total of 56,600 PAGA Pay Periods.

**Section 5.2** Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Baxalta will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Baxalta has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Baxalta must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

**Section 5.3** Funding of Gross Settlement Amount. Baxalta shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Baxalta's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

**Section 5.4** Payments from the Gross Settlement Amount. Within 14 days after Baxalta funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

**Section 5.4.1** The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.



**Section 5.4.2** The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

**Section 5.4.3** For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

**Section 5.4.4** The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Baxalta to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

## **SECTION VI: RELEASES OF CLAIMS.**

**Section 6.1** Effective on the date when Baxalta fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

**Section 6.2** Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice, or ascertained during the Action and released under Paragraph 6.3, below ("Plaintiffs' Release"). This general release of claims includes any and all claims of any nature arising from Plaintiffs' employment relationship with Baxalta. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

**Section 6.2.1** Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

**Section 6.2.2** OWBPA Release by Plaintiffs. Plaintiffs have, if they wish, 21 days to consider this Agreement before signing it. Additionally, Plaintiffs have 7 days after signing this Agreement to revoke their signature as it applies to their release of claims under the Age Discrimination in Employment Act (“ADEA”) or Older Workers’ Benefit Protection Act (“OWBPA”). Plaintiffs may revoke their signature as to claims under the ADEA or OWBPA by delivering a letter stating such intent to Defense Counsel so that it is received no later than the end of the eighth day after the date on which Plaintiffs signed the Agreement. This Agreement shall not become effective until the 7-day revocation period has expired. By signing this Agreement, Plaintiffs acknowledge that they were advised in writing to consult with an attorney before signing it and that they are signing this Agreement knowingly and voluntarily.

**Section 6.3** Release by Participating Class Members Regardless of Status As Aggrieved Employees:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, e.g., failure to pay wages (including minimum wages and overtime), improper adoption of alternative work schedule, unlawful rounding, failure to properly pay regular rate, failure to compensate for time spent in pre- or post-shift screenings, failure to provide meal periods, failure to provide rest periods, failure to pay meal and/or rest period premiums at the appropriate rate, failure to provide accurate itemized wage statements and maintain payroll records, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to provide reporting time pay, unpaid sick leave, failure to provide appropriate safety devices and safeguards, unreimbursed business expenses, unfair and unlawful business practices and which were raised or that reasonably could have been raised under the applicable Wage Orders and Labor Code including sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 511, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6401, 6403, as well as corresponding claims under title 8 section 11010 of the California Code of Regulations, the California Unfair Competition Law, Business and Professions Code section 17200 *et seq.*, and California Civil Procedure Code section 1021.5, and any applicable Wage Order. Except as set forth in Section 6.4 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

All Participating Class Members who are Aggrieved Employees are further deemed to release, on behalf of themselves and their respective former and present representatives,

agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including, e.g., failure to pay wages (including minimum wages and overtime), improper adoption of alternative work schedule, unlawful rounding, failure to properly pay regular rate, failure to compensate for time spent in pre- or post-shift screenings, failure to provide meal periods, failure to provide rest periods, failure to pay meal and/or rest period premiums at the appropriate rate, failure to provide accurate itemized wage statements and maintain payroll records, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to provide reporting time pay, unpaid sick leave, failure to provide appropriate safety devices and safeguards, unreimbursed business expenses, unfair and unlawful business practices and which were raised or that reasonably could have been raised under the applicable Wage Orders and Labor Code including sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 511, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6401, 6403, as well as corresponding claims under title 8 section 11010 of the California Code of Regulations, the California Unfair Competition Law, Business and Professions Code section 17200 *et seq.*, and California Civil Procedure Code section 1021.5, and the applicable IWC Wage Order(s).

**Section 6.4** Release by Non-Participating Class Members Who Are Aggrieved Employees:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including but not limited to failure to pay wages (including minimum wages and overtime), improper adoption of alternative work schedule, unlawful rounding, failure to properly pay regular rate, failure to compensate for time spent in pre- or post-shift screenings, failure to provide meal periods, failure to provide rest periods, failure to pay meal and/or rest period premiums at the appropriate rate, failure to provide accurate itemized wage statements and maintain payroll records, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to provide reporting time pay, unpaid sick leave, failure to provide appropriate safety devices and safeguards, unreimbursed business expenses, unfair and unlawful business practices and which were raised or that reasonably could have been raised under the applicable Wage Orders and Labor Code including sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 511, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6401, 6403, as well as corresponding as claims under title 8 section 11010 of the California Code of Regulations, the California Unfair Competition Law, Business and Professions Code section 17200 *et seq.*, and California Civil Procedure Code section 1021.5, and the applicable IWC Wage Order(s).

## **SECTION VII: MOTION FOR PRELIMINARY APPROVAL.**

**Section 7.1** Plaintiffs will prepare a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals and file that motion on March 1, 2023.

**Section 7.2** Baxalta’s Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, Baxalta will prepare and deliver to Class Counsel a signed Declaration from Baxalta and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Baxalta shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

**Section 7.3** Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

**Section 7.4** Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

**Section 7.5** Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class

Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **SECTION VIII: SETTLEMENT ADMINISTRATION.**

**Section 8.1** Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

**Section 8.2** Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

**Section 8.3** Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

### **Section 8.4** Notice to Class Members.

**Section 8.4.1** No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

**Section 8.4.2** Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

**Section 8.4.3** Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

**Section 8.4.4** The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

**Section 8.4.5** If the Administrator, Baxalta or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

**Section 8.5** Requests for Exclusion (Opt-Outs).

**Section 8.5.1** Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

**Section 8.5.2** The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

**Section 8.5.3** Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

**Section 8.5.4** Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class

Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

**Section 8.6** Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

**Section 8.7** Objections to Settlement.

**Section 8.7.1** Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

**Section 8.7.2** Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

**Section 8.7.3** Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

**Section 8.8** Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

**Section 8.8.1** Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

**Section 8.8.2** Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

**Section 8.8.3** Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

**Section 8.8.4** Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

**Section 8.8.5** Administrator’s Declaration. Not later than 3 court days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

**Section 8.8.6** Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.



## **SECTION IX: CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

**Section 9.1** Based on a review of its records, at mediation Baxalta estimated that there were 1,126 Class Members who collectively worked a total of 134,315 Workweeks, and 1,124 Aggrieved Employees who worked a total 56,600 of PAGA Pay Periods.

**Section 9.2** Should the actual total Workweeks exceed the number identified in Section 9.1 above by more than a 10% margin of error (i.e., 147,747), the Gross Settlement Amount shall increase pro rata per additional Workweek above the margin of error.

## **SECTION X: BAXALTA'S RIGHT TO WITHDRAW.**

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Baxalta may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Baxalta withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Baxalta will remain responsible for paying all Settlement Administration Expenses incurred to that point. Baxalta must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

## **SECTION XI: MOTION FOR FINAL APPROVAL.**

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

**Section 11.1** Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

**Section 11.2** Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

**Section 11.3** Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for

purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

**Section 11.4 Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement (i.e., Class Counsel reserve the right to appeal a reduction of the requested Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment), the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

**Section 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

## **SECTION XII: AMENDED JUDGMENT.**

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

## **SECTION XIII: ADDITIONAL PROVISIONS.**

**Section 13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Baxalta that any of the allegations in the Operative Complaint have merit or that Baxalta has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Baxalta's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Baxalta reserves the right to contest certification of any class for any reasons, and Baxalta reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Baxalta's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be

admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

**Section 13.2** Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Baxalta, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Baxalta, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

**Section 13.3** No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

**Section 13.4** Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

**Section 13.5** Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Baxalta, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

**Section 13.6** Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

**Section 13.7** No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

**Section 13.8** No Tax Advice. Neither Plaintiffs, Class Counsel, Baxalta nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

**Section 13.9** Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

**Section 13.10** Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

**Section 13.11** Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

**Section 13.12** Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

**Section 13.13** Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

**Section 13.14** Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Baxalta in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Baxalta in connection with the mediation, other settlement negotiations, or in connection with the Settlement. Class Counsel shall provide to Defense Counsel upon request written confirmation that Class Data has been destroyed in accordance with this paragraph.

**Section 13.15** Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

**Section 13.16** Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement

falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

**Section 13.17 Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff Ramirez: Eric B. Kingsley; Kingsley & Kingsley, APC; 16133 Ventura Blvd., Suite 1200 Encino, California 91436; (818) 990-8300; eric@kingsleykingsley.com

To Plaintiff De Roxas: Raul Perez Capstone Law APC, 1875 Century Park East, Suite 1000 Los Angeles, California 90067; (310) 556-4811; Raul.Perez@capstonelawyers.com

To Baxalta: Timothy Hix, Seyfarth Shaw LLP, 601 South Figueroa Street, Suite 3300, Los Angeles, California 90017-5793; 213-270-9622; thix@seyfarth.com

**Section 13.18 Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

**Section 13.19 Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DocuSigned by:  
  
A3CDBB0ADB6442... De Roxas

\_\_\_\_\_  
Sonali Das, For Baxalta

\_\_\_\_\_  
Serg Ramirez

  
\_\_\_\_\_  
Raul Perez, Counsel For Plaintiff Fitzgerald De Roxas

\_\_\_\_\_  
Timothy Hix, Counsel For Baxalta

falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

**Section 13.17 Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff Ramirez: Eric B. Kingsley; Kingsley & Kingsley, APC; 16133 Ventura Blvd., Suite 1200 Encino, California 91436; (818) 990-8300; eric@kingsleykingsley.com

To Plaintiff De Roxas: Raul Perez Capstone Law APC, 1875 Century Park East, Suite 1000 Los Angeles, California 90067; (310) 556-4811; Raul.Perez@capstonelawyers.com

To Baxalta: Timothy Hix, Seyfarth Shaw LLP, 601 South Figueroa Street, Suite 3300, Los Angeles, California 90017-5793; 213-270-9622; thix@seyfarth.com

**Section 13.18 Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

**Section 13.19 Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

\_\_\_\_\_  
Fritzgerald De Roxas

*Sonali Das* 2/20/2023  
\_\_\_\_\_  
Sonali Das, For Baxalta

DocuSigned by:  
*Serg Ramirez*  
\_\_\_\_\_  
Serg Ramirez

\_\_\_\_\_  
Raul Perez, Counsel For Plaintiff Fritzgerald De Roxas

*Tim Hix* 2/17/2023  
\_\_\_\_\_  
Timothy Hix, Counsel For Baxalta



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Eric B. Kingsley, Counsel For Plaintiff Serg  
Ramirez