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13 Attorneys for Defendant  
THE SPECTRANETICS CORPORATION

14  
15 **UNITED STATES DISTRICT COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA**  
17

18 SHELLY LOUANGAMATH, on behalf of  
19 herself and all others similarly situated and as an  
20 "aggrieved employee" on behalf of other  
"aggrieved employees" under the Labor Code  
Private Attorneys General Act of 2004,

21 Plaintiffs,

22 vs.

23 THE SPECTRANETICS CORPORATION, d.b.a.  
24 SPNC, INC., a Delaware corporation,

25 Defendant.  
26  
27  
28

Case No. 4:18-cv-03634-JST

**SECOND AMENDED JOINT  
STIPULATION OF CLASS ACTION AND  
PAGA SETTLEMENT AND RELEASE OF  
CLAIMS**

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5 Attorneys for Plaintiff SHELLY LOUANGAMATH  
6 and all other similarly situated

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1 This Second Amended Joint Stipulation of Class Action and PAGA Settlement and Release  
2 of Claims (“Agreement”) is entered into between Plaintiff SHELLY LOUANGAMATH  
3 (“Plaintiff”), individually and on behalf of the Settlement Class (as defined below), and Defendant  
4 THE SPECTRANETICS CORPORATION (“Defendant”). Plaintiff and Defendant (collectively,  
5 the “Parties”) enter into this Agreement to effect a full and final settlement and dismissal with  
6 prejudice of all claims brought against Defendant in *Shelly Louangamath v. The Spectranetics*  
7 *Corporation d/b/a SPNC, Inc.*, United States District Court for the Northern District of California,  
8 Case No. 4:18-cv-03634-JST. The Parties hereby agree to supplant the Joint Stipulation of Class  
9 Action and PAGA Settlement and Release of Claims entered into on January 8, 2020, and the First  
10 Amended Joint Stipulation of Class Action and PAGA Settlement and Release of Claims entered  
11 into on September 8, 2020, with this Second Amended Joint Stipulation of Class Action and PAGA  
12 Settlement and Release of Claims, as defined on the terms set forth below, and the full extent  
13 reflected herein, subject to the approval of the Court.

14 **I. DEFINITIONS**

- 15 A. “Action” shall mean, the civil action entitled *Shelly Louangamath v. Philips North*  
16 *America LLC, et al.*, filed on April 20, 2018, in the Alameda County Superior Court,  
17 and assigned Case No. RG 18901786. Plaintiff filed a First Amended Complaint on  
18 June 1, 2018. Defendant removed this case to the U.S. District Court for the  
19 Northern District of California on June 18, 2018, and this case was assigned Case  
20 No. 4:18-cv-03634-JST.
- 21 B. “Agreement” or “Settlement Agreement” means this Second Amended Joint  
22 Stipulation of Settlement of Class Action and PAGA Settlement and Release of  
23 Claims.
- 24 C. “Class Counsel” means the attorneys of record for the Class Representative and  
25 Class Members, *i.e.*, David G. Spivak and Maralle Messrelian of the Spivak Law  
26 Firm, 16530 Ventura Blvd., Suite 203, Encino, CA 91436 and Walter Haines of  
27 United Employees Law Group, 5500 Bolsa Avenue, Suite 201, Huntington Beach,  
28 CA 92649.

- 1 D. “Class Counsel Award” means an award of attorneys’ fees, expenses and costs  
2 granted to Class Counsel and paid from the Maximum Settlement Amount in  
3 recognition of their efforts and risks in assisting with the prosecution of the Action.
- 4 E. “Class Data” means information regarding Class Members that Defendant will  
5 compile from its available, existing, electronic records and provide to the Settlement  
6 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall  
7 include: (i) each Class Member’s full name; (ii) each Class Member’s last-known  
8 address; (iii) each Class Member’s Social Security and Employee ID number; and  
9 (iv) the number of Qualified Workweeks worked by each Class Member.
- 10 F. “Class Members” means all current and former hourly-paid, non-exempt employees  
11 employed in the Fremont North or Fremont South facilities by THE  
12 SPECTRANETICS CORPORATION or its predecessor companies as non-exempt  
13 hourly employees working as assemblers or in comparable positions, at any time  
14 during the Class Period. Defendant estimates that there are approximately 75 Class  
15 Members.
- 16 G. “Class Period” shall mean the time period from on April 20, 2014, through the date  
17 of the order approving Plaintiff’s Motion for Preliminary Approval of Class Action  
18 Settlement.
- 19 H. “Class Representative Service Award” means the amount that the Court authorizes  
20 to be paid to Plaintiff from the Maximum Settlement Amount, in addition to her  
21 respective Individual Settlement Payments, in recognition of her efforts and risks in  
22 assisting with the prosecution of the Action.
- 23 I. “Class Representative” means the named Plaintiff, Shelly Louangamath.
- 24 J. “Complaint” means the original Class Action Complaint filed by Plaintiff in  
25 Alameda Superior Court on April 20, 2018 and the First Amended Complaint filed  
26 in Alameda Superior Court on June 1, 2018.
- 27 K. “Court” means the United States District Court for the Northern District of  
28 California.

- 1 L. “Defendant” means THE SPECTRANETICS CORPORATION.
- 2 M. “Defense Counsel” shall mean Thomas M. McInerney and Jared L. Palmer of  
3 Ogletree, Deakins, Nash, Smoak & Stewart, P.C., Steuart Tower, One Embarcadero  
4 Center, Suite 900, San Francisco, CA 94111.
- 5 N. “Effective Date” shall be the later of the following: (i) If no objections to the  
6 settlement have been filed, or the timely objections have been filed and then  
7 withdrawn, then the date the Court enters judgment granting Final Approval; (ii) If  
8 an objection to the settlement has been filed, then the date on which time expires to  
9 file an appeal of the Court’s grant of Final Approval of settlement; or if an objection  
10 was filed and a Notice of Appeal of the Court’s grant of Final Approval of  
11 settlement was timely filed, then the date the appeal is finally resolved, with the  
12 final approval unaffected.
- 13 O. “Final Approval Order” means the Court’s order granting final approval of the  
14 Settlement.
- 15 P. “Individual Settlement Payment” means the amount payable from the Net  
16 Settlement Amount to each Settlement Recipient.
- 17 Q. “LWDA Payment” means seventy-five percent (75%) of the PAGA Payment (i.e.,  
18 \$7,500) that will be paid to the LWDA pursuant to PAGA.
- 19 R. “Maximum Settlement Amount” means \$350,000.00, which sum includes all  
20 payments contemplated by this Agreement, including but not limited to: the  
21 Individual Settlement Payments, the Class Representative Service Payment Award,  
22 the Class Counsel Award, PAGA Payment, employee payroll taxes, Settlement  
23 Administration Costs (including document translation of the Notice of Class  
24 Settlement), and any award of costs or reimbursements to Class Counsel. This is a  
25 non-reversionary settlement. In no event shall Defendant be liable for more than the  
26 Maximum Settlement Amount of \$350,000.00 as a result of this Settlement, with the  
27 exception of its employer-side payroll taxes which it shall pay in addition to the  
28 Maximum Settlement Amount.

- 1 S. “Net Settlement Amount” means the Maximum Settlement Amount, less the Class  
2 Representative Service Payment Award, the Class Counsel Award, LWDA  
3 Payment, and the Settlement Administration Costs, employee -side taxes, and any  
4 award of costs or reimbursements to Class Counsel.
- 5 T. “Notice of Class Action Settlement” means the form substantially similar to the  
6 form attached hereto as **Exhibit 1**.
- 7 U. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.
- 8 V. “PAGA Payment” means the portion of the Maximum Settlement Amount allocated  
9 to the settlement of claims for civil penalties under PAGA.
- 10 W. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either  
11 Plaintiff or Defendant, individually.
- 12 X. “Plaintiff” shall mean the named Plaintiff, Shelly Louangamath.
- 13 Y. “Preliminary Approval Order” means an order granting preliminary approval of the  
14 Settlement.
- 15 Z. “Preliminary Approval Date” means the date the Court enters an order granting  
16 preliminary approval of the Settlement.
- 17 AA. “Payment Ratio” means the respective Qualified Workweeks for each Settlement  
18 Class Member divided by the total Qualified Workweeks for all Settlement Class  
19 Members.
- 20 BB. “Qualified Workweek” means any workweek (as reflected in Defendant’s records)  
21 in which a Class Member performed work for Defendant during the Class Period.
- 22 CC. “Qualified Settlement Fund” or “QSF” means the qualified settlement fund set up  
23 by the Settlement Administrator into which the Maximum Settlement Amount shall  
24 be deposited and disbursements from it shall be made.
- 25 DD. “Released Claims” means all causes of action and factual or legal theories that were  
26 alleged in the Complaint or reasonably could have been alleged based on the facts  
27 and legal theories contained in the operative complaint, including all of the  
28 following claims for relief: (a) reimbursement violations (Labor Code § 2802); (b)

1 meal break violations (Labor Code §§ 226.7 and 512, section 11 of the Wage  
2 Orders); (c) rest break violations (Labor Code §§ 226.7, wage orders § 12); (d)  
3 failure to pay overtime and regular wages, including for failure to properly calculate  
4 the regular rate (Labor Code §§ 510, 558, 1194, 1197, and 1198, as well as sections  
5 2 and 3 of Wage Orders); (e) wage statement violations (Labor Code §§ 226, 1174);  
6 (f) unfair business practices (Business & Professions Code § 17200, *et seq.*); (g)  
7 civil penalties under the Private Attorneys General Act, sections 2699.3, *et seq.* of  
8 the California Labor Code (“PAGA”); (h) any other claims or penalties under the  
9 wage and hour laws pleaded in the Action, including sections 204, 226, 226.7, 510,  
10 512, 1174, 1194, 1197, 1198, and 2802 of the California Labor Code; and (i) all  
11 damages, penalties, interest and other amounts recoverable under said causes of  
12 action under California and federal law, to the extent permissible, including but not  
13 limited to the California Labor Code as to the facts alleged in the Action, the  
14 applicable Wage Orders as to the facts alleged in the complaints, and the California  
15 Unfair Competition Law. The period of the Release shall extend to the limits of the  
16 Class Period. The *res judicata* effect of the Judgment will be the same as that of the  
17 Release.

18 EE. “Released Parties” shall mean Defendant and all of Defendant’s past, present and/or  
19 future, direct and/or indirect, officers, directors, employees, agents, representatives,  
20 attorneys, insurers, partners, investors, shareholders, administrators, parent  
21 companies, partners, subsidiaries, affiliates, divisions, predecessors, successors,  
22 assigns, benefits plans, and joint venturers.

23 FF. “Request for Exclusion” refers to a formal request to be excluded from the  
24 Settlement as described in detail in Paragraph III(K)(7).

25 GG. “Response Deadline” means the date sixty (60) days after the Settlement  
26 Administrator first mails the Notice of Class Action Settlement to Class Members  
27 and is the last date on which Class Members may submit Requests for Exclusion or  
28 a Notice of Objection to the Settlement or initiate a dispute with the Settlement

1 Administrator regarding their Qualified Workweeks.

2 HH. "Settlement" means the disposition of the Action pursuant to this Agreement.

3 II. "Settlement Administrator" means CPT Group, Inc.

4 JJ. "Settlement Class Members" means all Class Members that do not submit a valid  
5 Request for Exclusion. Settlement Class Members will release all of the Released  
6 Claims and be bound by all terms of the Settlement and any final judgment entered  
7 in this Action.

8 **II. RECITALS**

9 A. Class Certification. The Parties stipulate and agree to certification for purposes of  
10 this Settlement only. This Agreement is subject to the approval of the Court and is  
11 made for the sole purpose of consummating settlement of the Action. Should the  
12 Settlement not become final and effective as herein provided, class certification  
13 shall immediately be set aside and the Settlement Class immediately decertified  
14 (subject to further proceedings on motion of any party to certify or deny  
15 certification thereafter). The Parties' willingness to stipulate to class certification as  
16 part of the Settlement shall have no bearing on, and shall not be admissible in or  
17 considered in connection with, the issue of whether a class should be certified in a  
18 non-settlement context in this Action and shall have no bearing on, and shall not be  
19 admissible or considered in connection with, the issue of whether a class should be  
20 certified in any other lawsuit.

21 B. Procedural History. On March 27, 2018, Plaintiff Shelly Louangamath submitted  
22 her Labor Workforce Development Agency/PAGA letter. On April 20, 2018, she  
23 filed her putative class and representative action Complaint in Alameda County  
24 Superior Court. She filed a First Amended Complaint on June 1, 2018. Defendant  
25 removed this case to the U.S. District Court for the Northern District of California  
26 on June 18, 2018. The Complaint alleges seven causes of action against Defendant:  
27 (1) reimbursement violations (Labor Code § 2802); (2) meal break violations (Labor  
28 Code §§ 226.7 and 512, wage orders § 11); (3) rest break violations (Labor Code §§



1 226.7, wage orders § 12); (4) failure to pay for all hours worked and at the correct  
2 rate of pay (Labor Code §§ 510, 558 & 1194); (5) wage statement violations (Labor  
3 Code §§ 226, 1174); (6) unfair business practices (Business & Professions Code §  
4 17200, *et seq.*); (7) civil penalties under PAGA. Prior to removing this case to  
5 federal court, Defendant answered the Complaint on June 15, 2018.

6 C. Mediation. On March 13, 2019, the Parties participated in a private mediation with  
7 Steven Pearl, a well-respected mediator with considerable experience mediating  
8 wage and hour class actions. This took place only after the Parties exchanged  
9 extensive informal mediation data. The mediation and subsequent negotiations  
10 resulted in the Settlement described herein to resolve this Action in its entirety.

11 D. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel  
12 recognize the expense and length of continued proceedings necessary to litigate  
13 their disputes through trial and through any possible appeals. Plaintiff has also  
14 taken into account the uncertainty and risk of the outcome of further litigation, and  
15 the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel  
16 are also aware of the burdens of proof necessary to establish liability for the claims  
17 asserted in the Action, both generally and in response to Defendant's defenses  
18 thereto, and the difficulties in establishing damages for the Class Members. Based  
19 on the foregoing, Plaintiff and Class Counsel have determined that the terms set  
20 forth in this Agreement is a fair, adequate and reasonable settlement, and is in the  
21 best interests of the Settlement Class Members.

22 E. Defendant's Reasons for Settlement. Defendant has concluded that any further  
23 defense of this litigation would be protracted and expensive for all Parties.  
24 Substantial amounts of Defendant's time and resources have been and, unless this  
25 Settlement is made, will continue to be devoted to the defense of the claims asserted  
26 by Plaintiff and Class Members. Defendant has also taken into account the risks of  
27 further litigation in reaching its decision to enter into this Settlement. Despite  
28 continuing to contend that it is not liable for any of the claims set forth by Plaintiff,

1 Defendant has, nonetheless, agreed to settle in the manner and upon the terms set  
2 forth in this Agreement to put to rest the claims as set forth in the Action.

3 F. Class Members' Claims. The Class Representative claims that her allegations have  
4 merit and give rise to liability on the part of Defendant. This Agreement is a  
5 compromise of disputed claims. The monies being paid as part of the settlement are  
6 genuinely disputed and the Parties agree that the provisions of Labor Code section  
7 206.5 are not applicable to this Settlement. Nothing contained in this Agreement  
8 and no documents referred to herein and no action taken to carry out this Agreement  
9 may be construed or used as an admission by or against the Class Members or Class  
10 Counsel as to the merits or lack thereof of the claims asserted.

11 G. Defendant's Defenses. Defendant claims that the Released Claims have no merit  
12 and do not give rise to liability. This Agreement is a compromise of disputed  
13 claims. The monies being paid as part of the settlement are genuinely disputed and  
14 the Parties agree that the provisions of Labor Code section 206.5 are not applicable  
15 to this Settlement. Nothing contained in this Agreement and no documents referred  
16 to herein and no action taken to carry out this Agreement may be construed or used  
17 as an admission by or against Defendant as to the merits or lack thereof of the  
18 claims asserted.

### 19 **III. TERMS OF AGREEMENT**

20 A. Settlement Consideration By Defendant. Defendant shall pay the monetary sums as  
21 specified in this Agreement, up to the Maximum Settlement Amount. In no event  
22 shall Defendant be required to pay more than the Maximum Settlement Amount.

23 B. Limited Release By Plaintiff And All Settlement Class Members. As of the  
24 Effective Date, in exchange for the consideration set forth in this Settlement  
25 Agreement, Settlement Class Members, including Plaintiff, will be deemed to have,  
26 and by operation of the Final Approval Order, will have, expressly waived and  
27 released the Released Parties of the Released Claims (as defined above) to the  
28 fullest extent permitted by the law. Additionally, Settlement Class Members,

1 including Plaintiff, will be bound by a limited release of claims under California  
2 Civil Code Section 1542, which provides: “A *general release does not extend to*  
3 *claims that the creditor or releasing party does not know or suspect to exist in his or*  
4 *her favor at the time of executing the release and that, if known by him or her,*  
5 *would have materially affected his or her settlement with the debtor or released*  
6 *party.”* The limited Section 1542 waiver provided for herein releases all claims  
7 against the Released Parties, whether known or unknown, within the definition of  
8 “Released Claims,” irrespective of the factual or legal basis for such claims.  
9 However, to be clear, the scope of the Section 1542 waiver is limited to the  
10 Released Claims only. The parties to this Settlement understand and specifically  
11 agree that the limited Section 1542 waiver described above is a material part of the  
12 consideration for this Settlement, was critical in justifying the agreed upon  
13 economic value of this Settlement, and, without it, Defendant would not have  
14 agreed to the consideration provided for herein. The limited Section 1542 waiver is  
15 narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind  
16 regarding the resolution of claims that were or could have been alleged based on the  
17 facts and legal theories contained in the Complaint.

18 C. Conditions Precedent: This Settlement will become final and effective only upon  
19 the occurrence of all of the following events:

- 20 1. The Court enters a Preliminary Approval Order of the Settlement;
- 21 2. The Court enters Final Approval Order for the Settlement and a final  
22 judgment;
- 23 3. The final Effective Date occurs; and,
- 24 4. Defendant does not invoke its right to revoke the Settlement as described in  
25 Paragraph III.P herein.

26 D. Nullification of Settlement Agreement. In the event that the Court denies  
27 preliminary or final approval of this Settlement Agreement with prejudice, it fails to  
28 become effective, or it is reversed, withdrawn or modified by the Court, or in any

1 way prevents or prohibits Defendant from obtaining a complete resolution of the  
2 claims as described herein:

- 3 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,  
4 and shall not be admissible in any judicial, administrative or arbitral  
5 proceeding for any purpose or with respect to any issue, substantive or  
6 procedural;
- 7 2. The conditional class certification (obtained for any purpose) shall be void  
8 *ab initio* and of no force or effect, and shall not be admissible in any judicial,  
9 administrative or arbitral proceeding for any purpose or with respect to any  
10 issue, substantive or procedural; and
- 11 3. None of the Parties to this Settlement will be deemed to have waived any  
12 claims, objections, defenses or arguments in the Action, including with  
13 respect to the issue of class certification.

14 E. Certification of the Settlement Class. The Parties stipulate to conditional class  
15 certification of the Settlement Class for the Class Period for purposes of settlement  
16 only as follows:

- 17 1. Plaintiff Shelly Louangamath shall be appointed as Class Representative.
- 18 2. The Parties stipulate that David Spivak and Maralle Messrelian of the  
19 Spivak Law Firm and Walter Haines of United Employees Law Group  
20 shall be appointed as Class Counsel.
- 21 3. In the event that the Court denies preliminary or final approval of this  
22 Settlement Agreement with prejudice, it fails to become effective, or it is  
23 reversed, withdrawn or modified by the Court, or in any way prevents or  
24 prohibits Defendant from obtaining a complete resolution of the claims as  
25 described herein, the conditional class certification (obtained for any  
26 purpose) shall be void *ab initio* and of no force or effect, and shall not be  
27 admissible in any judicial, administrative or arbitral proceeding for any  
28 purpose or with respect to any issue, substantive or procedural.

1 F. Tax Liability. The Parties make no representations as to the tax treatment or legal  
2 effect of the payments called for hereunder, and Settlement Class Members are not  
3 relying on any statement or representation by the Parties in this regard. Settlement  
4 Class Members understand and agree that they will be responsible for the payment  
5 of any taxes and penalties assessed on the Individual Settlement Payments described  
6 herein and will be solely responsible for any penalties or other obligations resulting  
7 from their personal tax reporting of Individual Settlement Payments.

8 G. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
9 the “acknowledging party” and each Party to this Agreement other than the  
10 acknowledging party, an “other party”) acknowledges and agrees that: (1) no  
11 provision of this Agreement, and no written communication or disclosure between  
12 or among the Parties or their attorneys and other advisers, is or was intended to be,  
13 nor shall any such communication or disclosure constitute or be construed or be  
14 relied upon as, tax advice within the meaning of United States Treasury Department  
15 circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has  
16 relied exclusively upon his, her or its own, independent legal and tax counsel for  
17 advice (including tax advice) in connection with this Agreement, (b) has not entered  
18 into this Agreement based upon the recommendation of any other Party or any  
19 attorney or advisor to any other Party, and (c) is not entitled to rely upon any  
20 communication or disclosure by any attorney or adviser to any other party to avoid  
21 any tax penalty that may be imposed on the acknowledging party, and (3) no  
22 attorney or adviser to any other Party has imposed any limitation that protects the  
23 confidentiality of any such attorney’s or adviser’s tax strategies (regardless of  
24 whether such limitation is legally binding) upon disclosure by the acknowledging  
25 party of the tax treatment or tax structure of any transaction, including any  
26 transaction contemplated by this Agreement.

27 H. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file  
28 with the Court a Motion for Preliminary Approval and supporting papers, which

1 shall include this Settlement Agreement. Plaintiff shall provide a courtesy draft of  
2 these papers to Defense Counsel at least 7 business days before filing the  
3 documents.

4 I. CAFA Notice. Within ten (10) calendar days after Plaintiff files her motion for  
5 preliminary approval of the Settlement, Defendant will mail a notice of proposed  
6 settlement pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C.  
7 § 1715 (“CAFA Notice”) to the Attorney General of the United States, the Attorney  
8 General of the State of California, and the Attorney General of any state where a  
9 Class Member resides.

10 J. Settlement Administrator. By accepting the role as Settlement Administrator, the  
11 Settlement Administrator is bound to all of the terms, conditions and obligations  
12 described in this Settlement Agreement. Among these obligations, the Settlement  
13 Administrator shall have sole and exclusive responsibility for: calculating  
14 Individual Settlement Payments; processing and mailing payments to the Class  
15 Representative, Class Counsel, LWDA and Settlement Class Members; printing and  
16 mailing the Notice of Class Action Settlement to the Class Members as directed by  
17 the Court; receiving and reporting Requests for Exclusion and Notices of Objection;  
18 distributing tax forms; providing declaration(s) as necessary in support of  
19 preliminary and/or final approval of this Settlement; and other tasks as the Parties  
20 mutually agree or the Court orders the Settlement Administrator to perform. The  
21 Settlement Administrator shall keep the Parties timely apprised of the performance  
22 of all Settlement Administrator’s responsibilities. Defendant and Defense Counsel  
23 shall have no responsibility for validating or ensuring the accuracy of the Settlement  
24 Administrator’s work. Plaintiff, Class Counsel, Defendant and Defense Counsel  
25 shall not bear any responsibility for errors or omissions in the calculation or  
26 distribution of the Individual Settlement Payments or any other distribution of  
27 monies contemplated by this Agreement.  
28

1 K. Notice Procedure.

2 1. Class Data. No later than fourteen (14) calendar days after the Preliminary  
3 Approval Date but only after Defendant receives sufficient and reasonable  
4 assurance that the Settlement Administrator will maintain the confidentiality  
5 of Class Data, Defendant shall provide the Settlement Administrator with the  
6 Class Data for purposes of preparing and mailing Notice of Class Action  
7 Settlement to Settlement Class Members. The Settlement Administrator  
8 shall be obligated to keep the Class Data confidential and take reasonable  
9 and necessary precautions to maintain the confidentiality of the data. The  
10 Settlement Administrator shall not distribute the Class Data to anyone, or  
11 use the Class Data or any information contained therein for any purpose  
12 other than to administer this Settlement.

13 2. Notice of Class Action Settlement.

14 (a) The Notice of Class Action Settlement shall be in a form  
15 substantially similar to the form attached hereto as **Exhibit 1**. The  
16 Notice of Class Action Settlement shall inform Class Members to  
17 keep the Settlement Administrator apprised of their current mailing  
18 addresses, to which the Settlement Payments will be mailed  
19 following the Effective Date. The Notice of Class Action Settlement  
20 shall set forth the release to be given by all members of the  
21 Settlement Class who do not request to be excluded from the  
22 Settlement Class in exchange for an Individual Settlement Payment.

23 (b) The Notice of Class Action Settlement shall be individualized by  
24 inclusion of the Class Member's number of Qualified Workweeks,  
25 whether the Class Member was terminated during the Class Period,  
26 and the Settlement Administrator's calculation of their estimated  
27 Individual Settlement Payment if they do not request to be excluded  
28 from the Settlement.

1           3.     Notice By First Class U.S. Mail. Upon receipt of the Class Data, the  
2           Settlement Administrator will perform a search based on the National  
3           Change of Address Database to update and correct any known or identifiable  
4           address changes. No later than fourteen (14) calendar days after receiving  
5           the Class Data from Defendant as provided herein, the Settlement  
6           Administrator shall mail copies of the Notice of Class Action Settlement to  
7           all Class Members via regular First Class U.S. Mail. The Settlement  
8           Administrator shall exercise its best judgment to determine the current  
9           mailing address for each Class Member. The address identified by the  
10          Settlement Administrator as the current mailing address shall be presumed to  
11          be the best mailing address for each Class Member.

12          4.     Undeliverable Notices. Any Notices of Class Action Settlement returned to  
13          the Settlement Administrator as non-delivered on or before the Response  
14          Deadline shall be re-mailed to the forwarding address affixed thereto. If no  
15          forwarding address is provided, the Settlement Administrator shall promptly  
16          attempt to determine a correct address by lawful use of skip-tracing, or other  
17          search using the name, address and/or Social Security number of the Class  
18          Member involved, and shall then perform a re-mailing, if another mailing  
19          address is identified by the Settlement Administrator. A re-mailed Class  
20          Member's Response Deadline will be extended to fifteen (15) days from the  
21          date the Settlement Administrator re-mails the Notice of Class Action  
22          Settlement. In addition, if any Notices of Class Action Settlement, which  
23          are addressed to Class Members who are currently employed by Defendant,  
24          are returned to the Settlement Administrator as non-delivered and no  
25          forwarding address is provided, the Settlement Administrator shall notify  
26          Defendant. Defendant will request that the currently employed Class  
27          Member provide a corrected address, and transmit to the Administrator any  
28          corrected address provided by the Class Member.



- 1           5.     Disputes Regarding Individual Settlement Payments. Class Members will  
2           have the opportunity, should they disagree with the number of Qualified  
3           Workweeks stated on their Notice of Settlement to provide documentation  
4           and/or an explanation to show contrary workweeks. If there is a dispute, the  
5           Settlement Administrator will consult with the Parties to determine whether  
6           an adjustment is warranted. The Settlement Administrator shall determine  
7           the eligibility for, and the amounts of, any Individual Settlement Payments  
8           under the terms of this Agreement. The Settlement Administrator’s  
9           determination of the eligibility for and amount of any Individual Settlement  
10          Payment shall be binding upon the Settlement Class Member and the Parties.
- 11          6.     Disputes Regarding Administration of Settlement. Any disputes not  
12          resolved by the Settlement Administrator concerning the administration of  
13          the Settlement will be resolved by the Court under the laws of the State of  
14          California. Prior to any such involvement of the Court, counsel for the  
15          Parties will confer in good faith to resolve the disputes without the necessity  
16          of involving the Court.
- 17          7.     Requests for Exclusions.
- 18                 (a)     The Notice of Class Action Settlement shall state that Class Members  
19                 who wish to exclude themselves from the Settlement must submit a  
20                 written Request for Exclusion by the Response Deadline. The  
21                 written Request for Exclusion must state that the Class Member  
22                 wishes to exclude himself or herself from the Settlement and (1)  
23                 must contain the name of the person requesting exclusion; (2) must  
24                 be signed by the Class Member; (3) must be postmarked by the  
25                 Response Deadline and returned to the Settlement Administrator at  
26                 the specified address; and (4) contain a typewritten or handwritten  
27                 notice stating in substance: “I wish to opt out of the settlement of the  
28                 class action lawsuit entitled *Louangamath v. The Spectranetics*

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*Corporation.* I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in the Notice.”

(b) The Request for Exclusion will not be valid if it is not timely submitted and if it does not comply with the requirements set forth above in section III.K.7(a). The date of the postmark on the return mailing envelope for the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be Settlement Class Members who are bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court.

(c) Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Nothing in this Settlement or Settlement Agreement will constitute or be construed as a waiver of any defense that Defendant or the Released Parties have or could assert against anyone who timely serves a Request for Exclusion.

(d) No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written Requests for Exclusion.

(e) At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class to submit Requests for Exclusion from the Settlement.

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8. Objections.

(a) The Notice of Class Action Settlement shall state that Settlement Class Members who do not seek to exclude themselves from the Settlement (*i.e.*, Settlement Class Members), and who wish to object to the Settlement must file a written objection and supporting papers (“Notice of Objection” or “Written Objection”).

(b) Any Notice of Objection must (a) clearly identify the case name and number, (b) be submitted to the Court either by mailing the Notice of Objection to the Class Action Clerk, United States District Court for the Northern District of California, or by filing the Notice of Objection in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before the Response Deadline. Settlement Class Members who submit a timely Notice of Objection will have a right to appear at the final approval/settlement fairness hearing in order to have their objections heard by the Court. Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

(c) At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve Written Objections to the Settlement or appeal from the Order and Final Judgment.

(d) Class Members who submit a written Request for Exclusion are not entitled to object to the Settlement. In the event that a Class Member submits both a Request for Exclusion and a Notice of Objection, the

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Request for Exclusion will be invalid, while the Notice of Objection will remain valid.

(e) Plaintiff and/or Defendant may file oppositions to any properly filed Notices of Objection no later than nine (9) court days prior to the date of the final approval/settlement fairness hearing.

(f) Defendant shall not be responsible for the fees, costs, or expenses incurred by Plaintiff, Class Counsel or Settlement Class Members arising from or related to any objection to the Settlement Agreement or related to any appeals thereof.

L. Funding and Allocation of the Maximum Settlement Amount. This is a non-reversionary settlement in which Defendant is required to pay the entirety of the Maximum Settlement Amount. No amount of the Maximum Settlement Fund will revert to Defendant. Upon satisfaction of the preconditions described in this Settlement and pursuant to the timeline and instructions below, Defendant will deposit the Maximum Settlement Amount and its share of employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. In no event shall Defendant be responsible for any payments in excess of the Maximum Settlement Amount with the exception of its employer-side payroll taxes.

1. Funding Due Date. No later than fourteen (14) calendar days after the Effective Date, Defendant shall provide the Maximum Settlement Amount to the Settlement Administrator to fund the Settlement as set forth in this Agreement.

2. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein.

(a) Calculation of Individual Settlement Payments.

(1) Using the Class Data, the Settlement Administrator will

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calculate the total Qualified Workweeks for all Settlement Recipients. The respective Qualified Workweeks for each Settlement Class Member will be divided by the total Qualified Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's share of the Net Settlement Amount. A share of the Net Settlement Amount will be provided only to those individuals who satisfy the definition of Settlement Recipients (*i.e.*, all Class Members who do not submit a Request for Exclusion).

(2) The Parties recognize and agree that the formulas for allocating the proceedings from the Net Settlement Fund to the Settlement Class Members provided herein are reasonable and that the payments are designed to provide a fair settlement to the Settlement Class Members.

(b) Tax Allocation. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: (1) 20% as wages; (b) 40% as expense reimbursements; (c) 40% as penalties and interest. The Settlement Administrator will be responsible for issuing to claimants a form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated to penalties and interest.

(c) Mailing. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address no later than twenty-five (25) calendar days after the Effective Date.

1 (d) Uncashed Checks. Any checks issued to Settlement Class Members  
2 shall remain valid and negotiable for one hundred and eighty (180)  
3 days from the date of their issuance. In the event an Individual  
4 Settlement Payment check has not been cashed within one hundred  
5 and eighty (180) days, the Settlement Administrator shall tender the  
6 funds represented by such uncashed checks to the California State  
7 Controller for deposit in the Unclaimed Property Fund in the name of  
8 the Settlement Class Member.

9 3. Class Representative Service Awards.

10 (a) Plaintiff will apply for a Class Representative Service Award of up to  
11 fifteen thousand dollars (\$15,000) in exchange for her time, effort  
12 and risk in bringing and prosecuting this matter. The Class  
13 Representative Service Award shall be in addition to Plaintiff's  
14 Individual Settlement Payment as a Settlement Class Member.

15 (b) The Settlement Administrator shall pay the Class Representative  
16 Service Award to Plaintiff from the Maximum Settlement Amount  
17 no later than twenty-five (25) calendar days after the Effective Date.  
18 Any portion of the requested Class Representative Service Award  
19 that is not awarded to the Class Representative shall become part of  
20 the Net Settlement Amount.

21 (c) The Settlement Administrator shall issue an IRS Form 1099 —  
22 MISC to Plaintiff for her Class Representative Service Award.  
23 Plaintiff shall be solely and legally responsible to pay any and all  
24 applicable taxes on the Class Representative Service Award and shall  
25 hold harmless Defendant and the Released Parties from any claim or  
26 liability for taxes, penalties, or interest arising as a result of the Class  
27 Representative Service Award.  
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(d) In the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding, nor will Plaintiff seek, request, or demand an increase in the Maximum Settlement Amount.

4. Class Counsel Award.

(a) In consideration for settling the Action and in exchange for the release of the Released Parties for all Released Claims and the General Release by Plaintiff, Class Counsel intends to apply for an award of attorneys' fees not to exceed thirty-three percent (33 and 1/3%) of the Maximum Settlement Amount (\$116,666.67 of \$350,000.00), plus actual costs and expenses supported by declaration not to exceed fifteen thousand dollars (\$15,000.00), from the Maximum Settlement Amount. Class Counsel's Motion for Attorneys' Fees will be filed no later than forty (40) days prior to the Response Deadline.

(b) Class Counsel, Plaintiff and the Settlement Class Members will not apply to the Court for any payment of attorneys' fees and costs that are in addition to the foregoing or that exceed the Maximum Settlement Amount. The Parties agree that, over and above the Court-approved Class Counsel Award, each of the Parties, including all Settlement Class Members, shall bear their own fees and costs, including, but not limited to, those related to the investigation, filing, prosecution, or settlement of the Action; the negotiation, execution, or implementation of this Agreement; and/or the process of obtaining, administering, or challenging an Preliminary Approval Order and/or Final Approval Order.

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- (c) Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement.
- (d) The Settlement Administrator shall pay the Class Counsel Award to Class Counsel from the Maximum Settlement Amount no later than twenty-five (25) calendar days after the Effective Date.
- (e) Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this Paragraph.
- (f) In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, and the Settlement will remain binding, nor will Plaintiff or Class Counsel seek, request, or demand an increase in the Maximum Settlement Amount.

5. PAGA Payment. Ten thousand dollars (\$10,000) shall be allocated from the Maximum Settlement Amount for settlement and release of claims for civil penalties under the Private Attorneys General Act of 2004 (the “PAGA Payment”). The Settlement Administrator shall pay seventy-five percent (75%) of that \$10,000 payment, or \$7,500 to the California Labor and Workforce Development Agency (the “LWDA Payment”) no later than twenty-five (25) calendar days after the Effective Date. The remainder of that \$10,000 payment, twenty-five (25%) or \$2,500, will be part of the Net Settlement Amount and distributed as described in this Agreement. Class Counsel will take all action required by California Labor Code section 2699(1).



1           6.     Settlement Administration Costs. The Settlement Administrator shall be  
2           paid for the costs of administration of the Settlement from the Maximum  
3           Settlement Amount. The estimate of the Settlement Administration Costs is  
4           seventeen thousand dollars (\$17,000.00). The Settlement Administrator  
5           shall be paid the Settlement Administration Costs no later than fourteen (14)  
6           calendar days after Defendant provides funds to the Settlement  
7           Administrator for disbursement under this Agreement.

8           M.     Mutual Full Cooperation. The Parties agree to fully cooperate with each other to  
9           accomplish the terms of this Settlement Agreement, including but not limited to,  
10          execution of necessary documents and to take such other action as may reasonably  
11          be necessary to implement the terms of this Settlement Agreement. As soon as  
12          practicable after execution of this Settlement Agreement, Class Counsel shall, with  
13          the assistance and cooperation of Defendant and Defense Counsel, take all  
14          necessary steps to secure the Court's Preliminary and Final Approval of this  
15          Settlement Agreement. The Parties also agree to cooperate in the settlement  
16          administration process. The Parties each represent they do not have any financial  
17          interest in the Settlement Administrator or otherwise have a relationship with the  
18          Settlement Administrator that could create a conflict of interest. Class Counsel will  
19          also notify Defense Counsel if subpoenaed or upon receipt of any other request for  
20          documents or information regarding any other action filed or potential action against  
21          the Released Parties that covers or includes any Settlement Class Members and the  
22          Released Claims.

23          N.     Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to  
24          request the preliminary approval of the Settlement, and the entry of a Preliminary  
25          Approval Order for: (i) conditional certification of the Class under California Code  
26          of Civil Procedure section 382 for settlement purposes only, (ii) preliminary  
27          approval of the proposed Agreement, and (iii) setting a date for a final  
28          approval/settlement fairness hearing. The Preliminary Approval Order shall provide

1 for the Notice of Class Action Settlement to be sent to all Class Members as  
2 specified herein. In conjunction with the preliminary approval hearing, Plaintiff  
3 shall submit this Agreement, which sets forth the terms of this Settlement, and will  
4 include the proposed Notice of Class Action Settlement. Plaintiff shall provide a  
5 courtesy draft of all papers filed in support of preliminary approval to Defense  
6 Counsel at least seven (7) business days before filing the documents.

7 O. Final Approval Motion. At the earliest practicable time following the expiration of  
8 the Response Deadline, Plaintiff shall file with the Court a Motion for Final  
9 Approval, which motion shall request final approval of the Settlement and a  
10 determination of the amounts payable for the Class Representative Service Award,  
11 the Class Counsel Award, the PAGA Payment, and the Settlement Administration  
12 Costs. Plaintiff shall provide a courtesy draft of these papers to Defense Counsel at  
13 least seven (7) business days before filing the documents.

14 1. Declaration by Settlement Administrator. The Settlement Administrator  
15 shall submit a declaration in support of Plaintiff's Motion for Final Approval  
16 of this Settlement detailing the number of Notices of Class Action  
17 Settlement mailed and re-mailed to Class Members, the number of  
18 undeliverable Notices of Class Action Settlement, the number of timely  
19 Requests for Exclusion, the number of Notices of Objections received, the  
20 amount of the average Individual Settlement Payment, the Settlement  
21 Administration Costs, and any other information as the Parties mutually  
22 agree or the Court orders the Settlement Administrator to provide.

23 2. Final Approval Order. The Parties shall present a proposed Final Approval  
24 Order to the Court for its approval, and judgment thereon consistent with the  
25 terms and conditions of this Agreement.

26 P. Option to Revoke Settlement. Defendant has the unilateral right to revoke the  
27 Settlement if, after the Response Deadline, the number of Class Members who  
28 submitted timely and valid written Requests for Exclusion from the Settlement

1 equals at least 5% of all Class Members, Defendant shall have, in its sole discretion,  
2 the option to terminate this Settlement. If Defendant exercises the option to  
3 terminate this Settlement, Defendant shall: (a) provide written notice to Class  
4 Counsel within seven (7) calendar days after the Response Deadline and (b) pay all  
5 Settlement Administration Costs incurred up to the date or as a result of the  
6 termination; and the Parties shall proceed in all respects as if this Agreement had not  
7 been executed.

8 Q. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
9 an opportunity for Defense Counsel to review the Motions for Preliminary and Final  
10 Approval prior to filing with the Court. The Parties and their counsel will cooperate  
11 with each other and use their best efforts to effect the Court's approval of the  
12 Motions for Preliminary and Final Approval of the Settlement, and entry of  
13 Judgment.

14 R. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
15 except such proceedings necessary to implement and complete the Settlement,  
16 pending the final approval/settlement fairness hearing to be conducted by the Court.

17 S. Nullification of Settlement Agreement. In the event: (i) the Court denies  
18 preliminary approval with prejudice; (ii) the Court denies final approval with  
19 prejudice; (iii) the Court does not enter a final judgment as provided herein; or (iv)  
20 the Settlement does not become final for any other reason, this Agreement shall be  
21 null and void and any order or judgment entered by the Court in furtherance of this  
22 Settlement shall be treated as void from the beginning. In such a case, the Parties  
23 and any funds to be awarded under this Settlement shall be returned to their  
24 respective statuses as of the date and time immediately prior to the execution of this  
25 Agreement, and the Parties shall proceed in all respects as if this Agreement had not  
26 been executed, except that any costs already incurred by the Settlement  
27 Administrator shall be paid by equal apportionment among the Parties, except as  
28 otherwise specified in Paragraph III.O. In the event an appeal is filed from the

1 Court's final judgment, or any other appellate review is sought, administration of  
2 the Settlement shall be stayed pending final resolution of the appeal or other  
3 appellate review, but any fees incurred by the Settlement Administrator prior to it  
4 being notified of the filing of an appeal from the Court's Final Judgment, or any  
5 other appellate review, shall be paid to the Settlement Administrator within thirty  
6 (30) days of said notification.

7 T. No Effect on Employee Benefits. Amounts paid to Plaintiff and the Settlement  
8 Class Members pursuant to this Agreement shall be deemed not to be pensionable  
9 earnings and shall not have any effect on the eligibility for, or calculation of, any of  
10 the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the  
11 Plaintiff and the Settlement Class Members.

12 U. Exhibits and Headings. The terms of this Agreement include the terms set forth in  
13 the attached Exhibit 1, which is incorporated by this reference as though fully set  
14 forth herein. The exhibit to this Agreement is an integral part of the Settlement.  
15 The descriptive headings of any paragraphs or sections of this Agreement are  
16 inserted for convenience of reference only and do not constitute a part of this  
17 Agreement.

18 V. Amendment or Modification. This Agreement may be amended or modified only  
19 by a written instrument: (1) signed by counsel for all Parties or their successors-in-  
20 interest; (2) signed by the Parties or their successors-in-interest; and (3) as may be  
21 approved by the Court.

22 W. Entire Agreement. This Agreement and any attached Exhibits constitute the entire  
23 Agreement among these Parties, and no oral or written representations, warranties  
24 or inducements have been made to any Party concerning this Agreement or its  
25 Exhibits other than the representations, warranties and covenants contained and  
26 memorialized in the Agreement and its Exhibit.

27 X. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant  
28 and represent they are expressly authorized by the Parties whom they represent to

1 negotiate this Agreement and to take all appropriate actions required or permitted to  
2 be taken by such Parties pursuant to this Agreement to effectuate its terms, and to  
3 execute any other documents required to effectuate the terms of this Agreement.  
4 The person signing this Agreement on behalf of Defendant represents and warrants  
5 that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiff  
6 represents and warrants that she is authorized to sign this Agreement and that she  
7 has not assigned, transferred, or encumbered any claim, or part of a claim, demand,  
8 cause of action or any rights herein released and discharged or covered by this  
9 Settlement to any third-party.

10 Y. Binding on Successors and Assigns. The provisions of this Settlement Agreement  
11 shall run in perpetuity. This Agreement shall be binding upon, and inure to the  
12 benefit of, the successors or assigns of the Parties hereto, as previously defined.

13 Z. California Law Governs. All terms of this Agreement and the Exhibits hereto and  
14 any disputes arising hereunder shall be governed by and interpreted according to the  
15 laws of the State of California.

16 AA. Counterparts. This Agreement may be executed in one or more counterparts. All  
17 executed counterparts and each of them shall be deemed to be one and the same  
18 instrument provided that counsel for the Parties to this Agreement shall exchange  
19 among themselves copies or originals of the signed counterparts.

20 BB. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this  
21 Settlement is a fair, adequate and reasonable settlement of this Action and have  
22 arrived at this Settlement after extensive arm's-length negotiations, taking into  
23 account all relevant factors, present and potential. The Parties further agree  
24 that this Settlement Agreement shall not be construed in favor of or against any  
25 party by reason of the extent to which any party or his or its counsel participated in  
26 the drafting of this Settlement Agreement.

27 CC. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction  
28 with respect to the interpretation, implementation and enforcement of the terms of

1 this Agreement and all orders and judgments entered in connection therewith, and  
2 the Parties and their counsel hereto submit to the jurisdiction of the Court for  
3 purposes of interpreting, implementing and enforcing the settlement embodied in  
4 this Agreement and all orders and judgments entered in connection therewith.

5 DD. Invalidity of Any Provision. Before declaring any provision of this Agreement  
6 invalid, the Court shall first attempt to construe the provisions valid to the fullest  
7 extent possible consistent with applicable precedents so as to define all provisions of  
8 this Agreement valid and enforceable.

9 EE. Publicity. Plaintiffs and Class Counsel agree not to disclose or publicize the  
10 Settlement, including the fact of the Settlement, its terms or contents, and the  
11 negotiations underlying the Settlement, in any manner or form, directly or  
12 indirectly, to any person or entity, except potential class members and as shall be  
13 contractually required to effectuate the terms of the Settlement as set forth herein.  
14 For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not  
15 to issue press releases, communicate with or respond to any media or publication  
16 entities, publish information in manner or form, whether printed or electronic, on  
17 any medium, or otherwise communicate, whether by print, video, website, recording  
18 or any other medium, with any person or entity concerning the Settlement, including  
19 the fact of the Settlement, its terms or contents and the negotiations underlying the  
20 Settlement, except as shall be contractually required to effectuate the terms of the  
21 Settlement as set forth herein. However, for the limited purpose of allowing Class  
22 Counsel to prove adequacy as class counsel in other actions, Class Counsel may  
23 disclose the name of the Parties in this action, the venue/case number of this action,  
24 and the fact this action settled on a class-wide basis (but not any other settlement  
25 details) for such purposes.

26 FF. No Unalleged Claims. Plaintiff and Class Counsel represent that they, as of the date  
27 of execution of this Settlement, have no current intention of pursuing any claims  
28 against Defendant in any judicial, administrative, or arbitral forum, including, but

1 not limited to, any and all claims relating to or arising from Plaintiff's employment  
2 with Defendant, and that Class Counsel is not currently aware of any facts or legal  
3 theories upon which any claims or causes of action could be brought against  
4 Defendant, excepting those facts or legal theories alleged in the Complaint. Plaintiff  
5 and Class Counsel further represent and agree that they do not currently know of or  
6 represent any persons who have expressed any interest in pursuing litigation or  
7 seeking any recovery against Defendant. The Parties further acknowledge,  
8 understand and agree that this representation is essential to the Agreement and that  
9 this Agreement would not have been entered into were it not for this representation.  
10 Nothing in this Paragraph will be construed as a restraint on the right of any counsel  
11 to practice.

12 GG. Waiver of Certain Appeals. The Parties agree to stipulate to class certification for  
13 purposes of implementing this Settlement only and agree to waive all appeals from  
14 the Court's final approval of the Settlement, unless the Court modifies the  
15 Settlement.

16 HH. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the  
17 Released Claims have merit and give rise to liability on the part of Defendant.  
18 Defendant claims that the Released Claims have no merit and do not give rise to  
19 liability. This Agreement is a compromise of disputed claims. Nothing contained  
20 in this Agreement and no documents referred to herein and no action taken to carry  
21 out this Agreement may be construed or used as an admission by or against the  
22 Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims  
23 asserted.

24 II. Notice of Settlement to LWDA. Plaintiff will submit this Agreement and proposed  
25 settlement to the Labor Workforce Development Agency ("LWDA") as required by  
26 Labor Code Section 2699(1)(2) at the same time that it is submitted to the Court for  
27 preliminary approval.

28 The Parties indicate by signing below their approval of the form of this Settlement

1 Agreement (and exhibits thereto).

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3 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement is  
4 executed by the Parties and their duly authorized attorneys as of the day and year herein set forth.

5

6 **IT IS SO AGREED:**

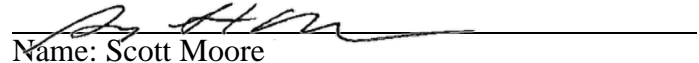
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8 Dated: October 11, 2021

THE SPECTRANETICS CORPORATION

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Name: Scott Moore  
Title: Head of Finance, IGTD  
On Behalf of Defendant

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13 Dated: October \_\_\_\_, 2021

SHELLY LOUANGAMATH

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15

\_\_\_\_\_  
Shelly Louangamath, Plaintiff

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17 **APPROVED AS TO FORM:**

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19 Dated: October \_\_\_\_, 2021

UNITED EMPLOYEES LAW GROUP

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\_\_\_\_\_  
Walter Haines  
Attorneys for Plaintiff Shelly Louangamath on  
behalf of herself and all others similarly situated

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23

24 Dated: October \_\_\_\_, 2021

THE SPIVAK LAW FIRM

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\_\_\_\_\_  
David G. Spivak  
Attorneys for Plaintiff Shelly Louangamath on  
behalf of herself and all others similarly situated

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28



1 Agreement (and exhibits thereto).

2

3 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement is  
4 executed by the Parties and their duly authorized attorneys as of the day and year herein set forth.

5

6 **IT IS SO AGREED:**

7

8 Dated: October \_\_, 2021

THE SPECTRANETICS CORPORATION

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\_\_\_\_\_  
Name: Scott Moore  
Title: Head of Finance, IGTD  
On Behalf of Defendant

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13 Dated: October 5, 2021

SHELLY LOUANGAMATH

14

*Shelly Louangamath*

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\_\_\_\_\_  
Shelly Louangamath, Plaintiff

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17 **APPROVED AS TO FORM:**

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19 Dated: October \_\_, 2021

UNITED EMPLOYEES LAW GROUP

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\_\_\_\_\_  
Walter Haines  
Attorneys for Plaintiff Shelly Louangamath on  
behalf of herself and all others similarly situated

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24 Dated: October \_\_, 2021

THE SPIVAK LAW FIRM

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\_\_\_\_\_  
David G. Spivak  
Attorneys for Plaintiff Shelly Louangamath on  
behalf of herself and all others similarly situated

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1 Agreement (and exhibits thereto).

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3 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement is  
4 executed by the Parties and their duly authorized attorneys as of the day and year herein set forth.

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6 **IT IS SO AGREED:**

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8 Dated: October \_\_, 2021

THE SPECTRANETICS CORPORATION

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\_\_\_\_\_  
Name: Scott Moore  
Title: Head of Finance, IGTD  
On Behalf of Defendant

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13 Dated: October \_\_, 2021

SHELLY LOUANGAMATH

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\_\_\_\_\_  
Shelly Louangamath, Plaintiff

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17 **APPROVED AS TO FORM:**

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19 Dated: October 04, 2021

UNITED EMPLOYEES LAW GROUP

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Walter Haines  
Attorneys for Plaintiff Shelly Louangamath on  
behalf of herself and all others similarly situated

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24 Dated: October 05, 2021

THE SPIVAK LAW FIRM

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David G. Spivak  
Attorneys for Plaintiff Shelly Louangamath on  
behalf of herself and all others similarly situated

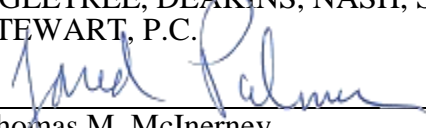
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Dated: October 11, 2021

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



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Thomas M. McInerney  
Jared L. Palmer  
Attorneys for Defendant The Spectranetics  
Corporation

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# **EXHIBIT 1**

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
**Louangamath v. The Spectranetics Corporation d.b.a. SPNC, Inc., a Delaware Corporation**  
**Case No. 4:18-cv-03634-JST**

**NOTICE OF CLASS ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
However, your legal rights are affected whether you act or don't act.*

This class action settlement will affect your rights if you worked for Spectranetics Corporation in Fremont, California during some or all of the period from April 20, 2014, through **[PRELIMINARY APPROVAL DATE]**

- Employee Shelly Louangamath (“Class Representative” or “Plaintiff”) sued The Spectranetics Corporation (“Spectranetics” or “Defendant”) on behalf of herself and other non-exempt hourly employees working at Fremont North or Fremont South facilities in assembler or comparable positions for The Spectranetics Corporation d.b.a. SPNC, Inc., and predecessor companies and has alleged that Defendant violated the California Labor Code, California Unfair Competition Law, and that she is entitled to recover civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”).
- The claims of the Class Representative and the Settlement Class have been settled. The Court has preliminarily approved the Settlement.
- If you qualify as a Settlement Class Member, you could receive money from the Settlement.
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.
- **You are not being sued.** Plaintiff sued Spectranetics in a class action on behalf of herself and similarly situated employees like you.

**WHAT ARE YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT?**

<b>DO NOTHING</b>	If you do nothing (that is, if you do not submit a timely request for exclusion), you will receive payment from the Settlement. In exchange for this payment you will give up any rights to sue for the same claims that were part of this Settlement.
<b>EXCLUDE YOURSELF</b> <b>DEADLINE: [RESPONSE DEADLINE], 2021</b>	Give up all benefits, including money, from the Settlement. Retain all rights you may have against Spectranetics, as explained below.
<b>OBJECT</b> <b>DEADLINE: [RESPONSE DEADLINE], 2021</b>	Write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. If the Court approves the settlement, you will receive payment from the Settlement and you will be bound by the terms of the Settlement and releases described in this Notice.

<b>HOW MUCH CAN I GET?</b>	Based on Spectranetics' records, your Individual Settlement Payment is estimated to be \$ <b>[REDACTED]</b> . This is based on your total Qualified Workweeks: <b>[REDACTED]</b> .
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- Your rights and options – and the deadlines to exercise them – are explained in this Notice.

- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved to Settlement Class Members who do not opt out of this Settlement.

#### **WHY AM I RECEIVING THIS NOTICE?**

A settlement has been reached in the case entitled *Louangamath v. The Spectranetics Corporation, et al.*, Case No. 4:18-cv-03634-JST, which is pending in the United States District Court for the Northern District of California (“Action” or “Lawsuit”). The Honorable Jon S. Tigar is presiding over this case. The Settlement has been reached on behalf of a proposed “Class” defined as: all current and former hourly-paid, non-exempt employees employed in the Fremont North or Fremont South facilities by THE SPECTRANETICS CORPORATION or its predecessor companies as non-exempt hourly employees working as assemblers or in comparable positions, at any time during the period from April 20, 2014 through [Preliminary Approval Date] (the “Class Period”).

You have received this Notice because Spectranetics’ records indicate that you are a member of the Class described above (“Class Member”). You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves it, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

#### **WHAT IS THIS LAWSUIT ABOUT?**

Plaintiff Shelly Louangamath filed her putative class and representative action lawsuit on April 20, 2018, on behalf of herself and all other hour-paid non-exempt employees who worked for Defendant at the Fremont North or Fremont South facilities in California during the period starting April 20, 2014, through the present in assembler or comparable positions, in a case entitled *Louangamath v. The Spectranetics Corporation, et al.* The Complaint alleges seven causes of action against Defendant Spectranetics: (1) reimbursement violations; (2) meal break violations; (3) rest break violations; (4) failure to pay overtime and regular wages; (5) wage statement violations; (6) unfair business practices; and (7) civil penalties under California’s Private Attorneys General Act.

#### **DO I HAVE AN ATTORNEY?**

**You do not need to hire your own attorney.** You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

#### **WHAT IS THE CASE STATUS?**

Spectranetics denies all of Plaintiff’s allegations in the Lawsuit, or that it violated any law, and contends that at all times it complied with federal, state and local laws. The settlement is not an admission by Spectranetics of any wrongdoing or an indication that any law was violated.

The Court has not decided in favor of Plaintiff or Defendant. Nor has the Court decided whether this case could proceed as a class or representative action.

Instead of going through class certification or to trial, after a thorough investigation into the facts of this Lawsuit, both sides agreed to a no-fault settlement after a mediation using a neutral third-party mediator. The class claims were settled because Class Counsel and the Class Representative believe that the terms of the Settlement, which include monetary benefits, are fair and reasonable in light of the strength and weaknesses of the claims and other factors.

### **WHO IS IN THE CLASS?**

You are part of the Settlement if you are a “Settlement Class Member.” The Class includes all current and former hourly-paid, non-exempt employees who worked for Spectranetics as assemblers or in comparable positions at the Fremont North or Fremont South facilities in California at any time during the period from April 20, 2014, through [DATE]. The Settlement Class does **not** include any Class Member who submits a timely and valid request for exclusion.

### **WHAT ARE THE TERMS OF THE SETTLEMENT?**

Under the proposed Settlement, in exchange for the release of claims against it and final judgment on the Lawsuit, Defendant will pay \$350,000.00 (referred to as the “Maximum Settlement Amount”), which includes all payments contemplated by the Settlement Agreement, including all payments to Settlement Class Members, a service award to Plaintiff, Class Counsel’s attorneys’ fees and costs, a payment to the California Labor and Workforce Development Agency (“LWDA”) for settlement of the PAGA claim, employer and employee-side payroll taxes, and settlement administration costs. The Net Settlement Amount is the amount remaining after deduction of Class Counsel’s attorneys’ fees and costs, the service award to the Plaintiff, the PAGA payment, and settlement administration costs, which will be distributed to Settlement Class Members who do not opt out.

Subject to Court approval, the Maximum Settlement Amount will be allocated at follows:

- Individual Settlement Payments: Settlement Class Members who do not opt out are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is estimated to be approximately \$[REDACTED]. Your estimated Individual Settlement Payment from the Net Settlement Amount is listed on the first page.
- Class Representative Service Award: Plaintiff will apply to the Court for a Service Award of \$15,000 in recognition of her efforts and risks in assisting with the prosecution of the Lawsuit and in return for executing a General Release of all claims against Defendant. Plaintiff’s Service Award will be paid from the Maximum Settlement Amount, in addition to any Individual Settlement Payment she receives as a Settlement Class Member, and any amount not awarded by the Court will revert to the Net Settlement Amount for distribution to Settlement Class Members.
- Class Counsel Award: Class Counsel will request the Court approve 33% of the Maximum Settlement Amount (\$116,666.67 of \$350,000.00) as attorneys’ fees for litigation and resolution of this Lawsuit and actual costs and expenses (not to exceed \$[REDACTED]), as supported by declaration. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- PAGA Payment: \$10,000 from the Maximum Settlement Amount is allocated for settlement of claims under the Labor Code Private Attorneys General Act of 2004. From that allocation, 75% (\$7,500) will be paid to the California Labor and Workforce Development Agency, and 25% (\$2,500) will be distributed to Settlement Class Members as part of the Net Settlement Amount.
- Settlement Administration: The cost of settlement administration is approximately \$ [REDACTED], which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, language translation of documents for Class Members, and reporting to the Parties and the Court.
- Any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance. In the event an Individual Settlement Payment check has not been cashed within one hundred and eighty (180) days, the Settlement Administrator shall tender the funds represented by such uncashed checks to the California State Controller for deposit in the Unclaimed Property Fund in the name of the Settlement Class Member.

### WHAT CAN I RECEIVE FROM THE SETTLEMENT?

If you do not opt out of the Settlement, you will receive your share of the Net Settlement Fund after the Court approves the Settlement. Your estimated share, that is your estimated Individual Settlement Payment, and your total workweeks from Spectranetics's records used to calculate it, are listed on the first page of this Notice. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: (1) 20% as wages; (b) 40% as expense reimbursements; (c) 40% as penalties and interest. The Settlement Administrator will be responsible for issuing to claimants a form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated to penalties and interest.

### HOW IS MY PORTION OF THE SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Workweeks, which is the total number of workweeks that you worked as an assembler or in a comparable position (based on Spectranetics's records) during the period April 20, 2014, through [DATE]. Your Qualified Workweeks will be divided by the total Qualified Workweeks for all Settlement Class Members, resulting in your Payment Ratio. The Payment Ratio will then be multiplied by the Net Settlement Amount to determine your Individual Settlement Payment.

If you dispute the number of Qualified Workweeks stated above, you will have the opportunity to provide documentation and/or an explanation to show contrary workweeks to the Settlement Administrator. To initiate a dispute with the Settlement Administrator, your dispute must (a) be in writing; (b) state your name, and (c) include a typed or handwritten statement explaining why you disagree with the Qualified Workweeks stated above. The written dispute must be signed and mailed via United States first class mail postmarked no later than the "Response Deadline" <<Date>> [60 calendar days after initial mailing] to:

**Settlement Administrator**

<<Address>>

Phone: (\*\*\*) \*\*\*-\*\*\*\*

Facsimile: (\*\*\*) \*\*\*-\*\*\*\*



If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of the Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding.

Your Individual Settlement Payment may vary from the estimated payment listed on this form if any Settlement Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representative, and the Settlement Administrator. A re-mailed Class Member's Response Deadline will be extended to 15 days from the date the Settlement Administrator re-mails the Settlement Notice.

### **WHAT HAPPENS IF I DO NOTHING?**

If you do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your Individual Settlement Payment without any further action needed from you.

To ensure receipt of your Individual Settlement Payment, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your Individual Settlement Payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

### **WHEN AND WHERE IS THE FINAL APPROVAL HEARING?**

The Court will hold the Final Approval Hearing on or about <<date>> in Courtroom 6 on the 2nd Floor of the Ronald V. Dellums Federal Building and United States Courthouse, 1301 Clay Street, Oakland, California 94612, to decide whether to approve the Settlement. This date may change without further notice to the class. You are advised to check the settlement website ([www.Louangamathsettlement.com](http://www.Louangamathsettlement.com)) or the Court's PACER site, which can be accessed on the Court's website at <https://ecf.cand.uscourts.gov>, to confirm that the date has not been changed. If the Court approves the Settlement, your Settlement share will be mailed to you within approximately 14 days from the Effective Date of the Settlement, unless there are objections or appeals. It is always uncertain when such issues can be resolved, and resolving them can take time.

Please be advised that the date of the Final Approval Hearing may change without further notice to the class. Class Members are therefore advised to check the Court's website to confirm that the date and location has not been changed.

### **WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE SETTLEMENT?**

Unless you exclude yourself, you will remain a Settlement Class Member, and you will be bound by the terms of the Settlement, including the Released Claims described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

## Released Claims

The Released Claims means all causes of action and factual or legal theories that were alleged in the Complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including all of the following claims for relief: (a) reimbursement violations (Labor Code § 2802); (b) meal break violations (Labor Code §§ 226.7 and 512, section 11 of the Wage Orders); (c) rest break violations (Labor Code §§ 226.7, wage orders § 12); (d) failure to pay overtime and regular wages, including for failure to properly calculate the regular rate (Labor Code §§ 510, 558, 1194, 1197, and 1198, as well as sections 2 and 3 of Wage Orders); (e) wage statement violations (Labor Code §§ 226, 1174); (f) unfair business practices (Business & Professions Code § 17200, et seq.); (g) civil penalties under the Private Attorneys General Act, sections 2699.3, et seq. of the California Labor Code (“PAGA”); (h) any other claims or penalties under the wage and hour laws pleaded in the Action, including sections 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802 of the California Labor Code; and (i) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Actions, the applicable Wage Orders as to the facts alleged in the complaints, and the California Unfair Competition Law. The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Release. Additionally, Settlement Class Members will be bound by a limited release of claims under California Civil Code Section 1542, which provides: “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.” The limited Section 1542 waiver provided for herein releases all claims against the Released Parties, whether known or unknown, within the definition of “Released Claims,” irrespective of the factual or legal basis for such claims. However, to be clear, the scope of the Section 1542 waiver is limited to the Released Claims only. The limited Section 1542 waiver is narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts and legal theories contained in the Complaint.

The Release will extend to Defendant, and all of Defendant’s past, present and/or future, direct and/or indirect, officers, directors, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, partners, subsidiaries, affiliates, divisions, predecessors, successors, assigns, benefits plans, and joint venturers.

### **WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?**

If you do not wish to participate in the Settlement, you may exclude yourself (generally called “opting out”) by submitting a timely and valid written Request for Exclusion to the Settlement Administrator. Your request to opt-out must (a) be in writing; (b) state your name, and (c) include a typed or handwritten statement requesting exclusion from the Settlement Class and stating in substance: “I wish to opt out of the Settlement Class and not participate in *Louangamath v. The Spectranetics Corporation*. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice. [Dated, Signed.]”

You must personally sign the Request for Exclusion and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group or anyone else. To be timely, your Request for

Exclusion must be signed and mailed via United States first class mail postmarked no later than the "Response Deadline" <<Date>> [60 calendar days after initial mailing] to:

**Settlement Administrator**

<<Address>>

**Phone: (\*\*\*) \*\*\*-\*\*\*\***

**Facsimile: (\*\*\*) \*\*\*-\*\*\*\***

If you submit a timely Request for Exclusion, then upon its receipt you shall no longer be a member of the Settlement Class, you shall be barred from participating in any portion of the Settlement, you may not object to the Settlement, and you shall receive no benefits, including no money, from the Settlement. If you wish, you may then pursue, at your own expense, any claims you may have against Spectranetics. If you do not submit a valid and timely written Request for Exclusion, you will be included in the Settlement Class, and be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement. A re-mailed Class Member's Response Deadline will be extended to 15 days from the date the Settlement Administrator re-mails the Settlement Notice.

#### **WHAT SHOULD I DO IF I OBJECT TO ANY OF THE SETTLEMENT TERMS?**

Any Settlement Class Member who has not requested to be excluded from the Settlement may object to the Settlement, including objecting to Class Counsel's Motion for Attorney's Fees and Costs. Class Counsel's Motion for Attorneys' Fees and Costs will be filed and available for you to review no later than [insert date forty (40) days prior to deadline to object]. Keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will **not** exclude you from the Settlement Class. **If your objection is overruled, you will still be bound by the Settlement.**

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (Louangamath v. The Spectranetics Corporation, Case Number 4:18-cv-03634-JST), (b) be submitted to the Court either by mailing them to the Class Action Clerk, Ronald V. Dellums Federal Building and United States Courthouse, Courtroom 6, 2nd Floor, 1301 Clay Street, Oakland, California 94612, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before the "Response Deadline" <<Date>> [60 calendar days after initial mailing]. Your objection should also clearly identify you by name, state the basis for your objection, and specify to whom the objection applies, i.e. whether the objection applies only to you, to a specific subset of the Class, or to the entire Class. A re-mailed Class Member's Response Deadline will be extended to 15 days from the date the Settlement Administrator re-mails the Settlement Notice.

If you have submitted a written objection, you may also appear at the Final Approval Hearing set for <<date>> in Courtroom 6 on the 2nd Floor of the Ronald V. Dellums Federal Building and United States

Courthouse, 1301 Clay Street, Oakland, California 94612, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

**If the court approves the Settlement despite any objections, and you have not opted out of the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement (including the Released Claims described above).**

**You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of Objection, the Notice of Objection will be valid, while the Request for Exclusion will be invalid.**

### **HOW DO I GET ADDITIONAL INFORMATION?**

This Notice only summarizes the proposed Settlement and its terms. The precise terms and conditions of the Settlement, including Class Counsel's Motion for Attorneys' Fees (which will be filed and available for you to review no later than [insert date forty (40) days prior to deadline to object]), may be examined online at [www.Louangamathsettlement.com](http://www.Louangamathsettlement.com), by contacting Class Counsel at the below address or phone number, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court at the Ronald V. Dellums Federal Building and United States Courthouse, 1301 Clay Street, Oakland, California 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

David G. Spivak  
Maralle Messrelian  
The Spivak Law Firm  
16530 Ventura Blvd., Ste. 203  
Encino, CA 91436  
Telephone: (213) 725-9094  
Facsimile: (213) 634-2485

In addition to contacting Class Counsel, you may contact the Settlement Administrator toll free at (800) [REDACTED]. You can also check for updates on this case and the settlement by visiting this website: [www.Louangamathsettlement.com](http://www.Louangamathsettlement.com).

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**