

**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 August 17, 2022.

- 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 DEADLINE: NOVEMBER 14, 2022</b>	Give up all benefits, including money, from the Settlement. Retain all rights you may have against Spectranetics, as explained below.
<b>OBJECT DEADLINE: NOVEMBER 14, 2022</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 <<estAmount>>. This is based on your total Qualified Workweeks: <<WorkWeeks>>.
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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 August 17, 2022. (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 August 17, 2022. 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 \$176,333.33.

- 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 \$15,000.00), 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 \$17,000.00, 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 August 17, 2022. 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" November 14, 2022, to:

**Settlement Administrator**

Louangamath v. The Spectranetics Corporation, Inc.  
50 Corporate Park,  
Irvine, California, 92606  
Phone: 1 (888) 846-0324  
Fax: (949) 419-3446

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 February 16, 2023, at 2:00 p.m. 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” November 14, 2022, to:

**Settlement Administrator**

Louangamath v. The Spectranetics Corporation, Inc.  
50 Corporate Park,  
Irvine, California, 92606  
Phone: 1 (888) 846-0324  
Fax: (949) 419-3446

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 October 5, 2022. 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” November 14, 2022. 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 February 16, 2023, at 2:00 p.m. 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 October 5, 2022, 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  
The Spivak Law Firm  
8605 Santa Monica Blvd.  
PMB 42554  
West Hollywood, CA 90069  
Telephone: (213) 725-9094  
Facsimile: (213) 634-2485

In addition to contacting Class Counsel, you may contact the Settlement Administrator toll free at 1 (888) 846-0324. 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.**