

JOINT STIPULATION OF SETTLEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into between Teleflex LLC (“Defendant”), on the one hand, and Jessica Neal (“Named Plaintiff”), individually and on behalf of themselves and others similarly situated, on the other hand.

RECITALS

WHEREAS, the Named Plaintiff has asserted claims against Defendant under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.* based on the alleged failure to pay overtime compensation to the Named Plaintiff and others similarly situated for all hours worked while engaged in training;

WHEREAS, prior to the Named Plaintiff filing the complaint initiating this matter in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County (the “Litigation”), the parties engaged in pre-suit settlement negotiations, including an exchange of pre-suit discovery and an all-day mediation session on March 6, 2023, with experienced FLSA mediator Lynn P. Cohn from Chicago, Illinois;

WHEREAS, Plaintiff’s Counsel analyzed and evaluated the merits of the claims made against Defendant in the Litigation, conducted interviews with Potential Opt-in Plaintiffs, obtained and reviewed documents relating to Defendant’s compensation policies and practices, and analyzed payroll and other data and information;

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that these claims, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that any recovery would not occur for several years, Plaintiff’s Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Named Plaintiff and the Potential Opt-in Plaintiffs (as defined below);

WHEREAS, Defendant denies all the claims and contentions alleged by the Named Plaintiff in the Litigation. Nonetheless, Defendant has concluded that further litigation of the claims encompassed by the Litigation would be protracted and expensive, and would also divert management and employee time. Defendant also has taken into account the uncertainty and risks inherent in litigation and has, therefore, concluded that it is desirable that the Litigation be settled in the manner and upon the terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Agreement is to settle fully and finally all Released Claims (as hereinafter defined) that Named Plaintiff and the Qualified Claimants (as defined below) may have against Defendant.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the parties

hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

Defendant and the Named Plaintiff (collectively the “Settling Parties”) agree to do all things and procedures reasonably necessary and appropriate to obtain approval of this Agreement in consideration for: (a) payment by Defendant of the Gross Fund as defined in this Agreement subject to the terms, conditions and limitations of this Agreement; (b) the release and dismissal with prejudice of all claims as set forth in this Agreement; and (c) other valuable monetary and non-monetary consideration as set forth in this Agreement. This Agreement is contingent upon approval by the Court and is entered into voluntarily by the Settling Parties for settlement purposes only.

I. CONSENT TO COURT-FACILITATED NOTICE

A. Potential Claimants. For settlement purposes only, the Settling Parties agree that the Named Plaintiff and the Potential Opt-in Plaintiffs (as defined below) are similarly situated for purposes of 29 U.S.C. § 216(b) of the Fair Labor Standards Act (“FLSA”) and consent to Court-facilitated notice to Named Plaintiff and Potential Opt-in Plaintiffs. “Potential Opt-in Plaintiffs” shall include all Anesthesia and Emergency Medicine field sales representatives, including but not limited to, Associate Sales Representatives, Senior Sales Representatives, Account Managers and Territory Managers engaged in Anesthesia & Emergency Medicine (“AEM”) Onboarding training (collectively, “SRs”), hired by Defendant at any time from April 5, 2020 to April 5, 2023 (the “FLSA Covered Period”).

B. The Settling Parties shall cooperate and present to the Court such information as may be reasonably requested for its consideration in connection with approving this Agreement and the anticipated Court-facilitated notice.

II. SETTLEMENT APPROVAL PROCEDURE

On or before May 26, 2023, the Named Plaintiff shall file an Unopposed Motion for Order Approving Settlement of Collective Action and Authorizing Notice of Settlement and Opportunity to File Consent to Join and Release Forms, and Dismissal with Prejudice (“Approval Motion”) with this Settlement Agreement, the Notice of Settlement (to reflect Named Plaintiff’s and each Potential Opt-in Plaintiff’s individual settlement amount and a summary of the basis for settlement) and Consent to Join and Release Form (collectively, the “Notice Packet”), which is attached to this Agreement as Exhibit A, advising the Named Plaintiff and Potential Opt-in Plaintiffs of the material terms and provisions of this settlement, the procedure for submitting Consent to Join and Release Forms, and their rights with respect to this settlement. The Settling Parties shall also submit an agreed-upon Proposed Order (“Approval Order”), which is attached to this Agreement as Exhibit B. Defendant will be provided an opportunity to review and provide reasonable comments on the draft Complaint, Approval Motion, and Approval Order prior to filing.

III. MODE, CALCULATION AND TIMING OF PAYMENT OF CLAIMS

A. Notice of Claims

1. Within thirty (30) days¹ of the Court's approval of this Agreement, Defendant shall provide the Settlement Claims Administrator an Excel chart listing for each Named Plaintiff and Potential Opt-in Plaintiff their names, employee identification numbers, last known addresses, last known telephone numbers, Social Security numbers, and states of employment of the Named Plaintiff and Potential Opt-in Plaintiffs at the time of hire as SR for Defendant, as that information exists in Defendant's electronic employment records for Named Plaintiff and Potential Opt-in Plaintiffs. Plaintiff's Counsel shall also provide the Settlement Claims Administrator with any updated addresses for the Named Plaintiff and Potential Opt-in Plaintiffs that Plaintiff's Counsel might have. Prior to the mailing of the Notice Packet to the Named Plaintiff and Potential Opt-in Plaintiffs, the Settlement Claims Administrator shall circulate to the Parties in an Excel chart the employee identification numbers only of each Potential Opt-in Plaintiff and individual gross settlement allocations. Also, prior to the mailing of the Notice Packet to the Named Plaintiff and Potential Opt-in Plaintiffs, the Settlement Claims Administrator shall attempt to confirm the accuracy of the addresses through the United States Post Office's National Change of Address database and shall mail the Notice Packet to any updated address obtained therefrom.

2. Within twenty-one (21) days of the Court's approval of the settlement becoming a final, non-appealable order, the Settlement Claims Administrator shall send via First Class U.S. Mail all Notice Packets to the Named Plaintiff and Potential Opt-in Plaintiffs along with an enclosed, postage-paid return envelope. Each Consent to Join and Release shall include a unique number or other mark identifying the Potential Opt-in Plaintiff to whom it was sent. If any Notice Packet is returned as undeliverable for Named Plaintiff or a Potential Opt-in Plaintiff, the Settlement Claims Administrator shall promptly attempt to locate such Named Plaintiff or Potential Opt-in Plaintiff up to two times through an electronic search using the Social Security number and/or former address of that person and shall promptly mail an additional Notice Packet to such person. In order for a Potential Opt-in Plaintiff to receive any monetary proceeds from the settlement, the Settlement Claims Administrator must receive their original, properly-executed, and completed Consent to Join and Release Form by e-mail, facsimile or online submission within sixty (60) days, or, if sent by U.S. First Class Mail, postmarked no later than sixty (60) days, after the date the Notice Packets were initially mailed to the Named Plaintiff and Potential Opt-in Plaintiffs (the "Opt-in Period"), unless otherwise agreed by the parties.

3. Thirty (30) days after the initial mailing of the Notice, the Settlement Claims Administrator will distribute a reminder postcard by First Class U.S. Mail to any Potential Opt-in Plaintiff who has not returned a Consent to Join and Release Form.

¹ All references to "days" throughout this document refer to calendar days.

4. In the event that, before the Opt-in Period, Plaintiff's Counsel or the Settlement Claims Administrator becomes aware that Named Plaintiff or a Potential Opt-in Plaintiff did not receive the Notice Packet or misplaced the Notice Packet, the Settlement Claims Administrator shall mail (and/or email, to the extent the Potential Opt-In Plaintiff provides an email to the Settlement Claims Administrator) one (1) additional Notice Packet to the Named Plaintiff or Potential Opt-in Plaintiff. If any Notice Packet is returned as undeliverable for a Named Plaintiff or a Potential Opt-in Plaintiff, the Settlement Claims Administrator shall promptly attempt to locate such Named Plaintiff or Potential Opt-in Plaintiff up to two times through an electronic search using the Social Security number and/or former address of that person and shall promptly mail an additional Notice Packet to such person. To the extent any mailed Notice Packet was not received by a Potential Opt-in Plaintiff and/or is returned as undeliverable within the 60-day Opt-in Period, such person shall be permitted the longer of forty-five (45) days from the re-mailing of the Notice or the close of the Opt-in Period to return his or her properly-executed and completed Consent to Join and Release Form ("Re-mailing Opt-in Period"). Such Consent to Join and Release Form must be received by the Settlement Claims Administrator postmarked by, or received by e-mail or facsimile on or before, the Re-mailing Opt-in Period.

5. In the event any Consent to Join and Release Form is timely submitted but does not contain sufficient information, the Settlement Claims Administrator shall provide the Potential Opt-in Plaintiff with a letter ("Cure Letter") via e-mail and First Class U.S. Mail, with an included postage-paid return envelope, requesting the information that was not provided and giving the Potential Opt-in Plaintiff the longer of twenty-one (21) days from mailing of the Cure Letter or the close of the Opt-in Period ("Cure Opt-in Period") to return a properly completed Consent to Join and Release Form. Any Potential Opt-in Plaintiff who fails to respond timely to a cure letter will not be considered a Qualified Claimant.

6. In the event of any dispute over a Potential Opt-in Plaintiff's dates of employment and/or the late submission of any claims, the Settling Parties will meet and confer in good faith in an effort to resolve the dispute, and if the Settling Parties are unable to reach an agreement, the Settlement Claims Administrator shall decide the dispute, and its decision will be final; however, to the extent a claim is submitted late for which there is a good faith explanation to support the untimely submission, it will be presumed that the Settlement Claims Administrator will accept same. In the case of a dispute over Named Plaintiff's or a Potential Opt-in Plaintiff's dates of employment, Defendant's records shall control and will have a rebuttable presumption of correctness.

7. The Named Plaintiff and those Potential Opt-in Plaintiffs who timely return completed and executed Consent to Join and Release Forms will be considered "Qualified Claimants" entitled to receive a Portion of the Net Fund (as defined in paragraph III(F)(1) below). For the avoidance of doubt, the Named Plaintiff does not need to return a Consent to Join and Release Form, but rather, is already to be considered a Qualified Claimant.

8. Within seven (7) days after the close of the later of the Opt-in Period, any open Cure Opt-in Periods or any open Re-mailing Opt-in Periods, the Settlement Claims

Administrator shall provide to Defendant's Counsel and Plaintiff's Counsel a list of Qualified Claimants and shall provide electronic copies of all timely received and completed Consent to Join and Release Forms and the total required for the employer's share of payroll taxes.

9. At the conclusion of the settlement administration process, the Settlement Claims Administrator shall maintain an electronic copy of all Consent to Join and Release Forms received by Qualified Claimants and shall provide the original Consent to Join and Release Forms to Counsel for Defendant and a copy of same to Plaintiff's Counsel. At the conclusion of the settlement administration process, the Settlement Claims Administrator shall also provide the Settling Parties a register listing all Qualified Claimants and the payment amount made to each Qualified Claimant.

10. Within seven (7) days after receipt of the Consent to Join and Release Forms from the Settlement Claims Administrator, Defendant may, at its option, file redacted versions of all Consent to Join and Release Forms with the Court.

B. Defendant's Payment Obligations. In consideration for the dismissal with prejudice of the Litigation as well as the release of claims effected by this Agreement and other good and valuable consideration, Defendant shall pay a maximum of One Hundred Sixty Thousand (\$160,000.00) to cover the claims of a maximum of 82 Potential Opt-in Plaintiffs and 246 eligible workweeks.² (the "Gross Fund"). Subject to the terms of this Agreement, the Gross Fund is inclusive of payment for: (1) all Qualified Claimants, or their respective authorized legal representatives; (2) the General Release Payment approved by the Court for the Named Plaintiff (as defined in paragraph III(F)(3) below); (3) all attorneys' fees, costs, and litigation expenses approved by the Court, including those in connection with securing Court approval of this Agreement, the claims process and implementing this Agreement, other than fees and costs awarded in connection with any successful proceeding to enforce the terms of this Agreement; and (4) all costs incurred by the Settlement Claims Administrator and all costs in connection with the Settlement Fund (as defined in paragraph III(E)(1) below); and (5) the employees' share of applicable federal, state and local taxes, as required to be withheld by the Settlement Fund (as defined in paragraph III(E)(1) below). The Gross Fund shall be all that Defendant or Released Parties (as defined below) shall pay to settle the Litigation, except that the employer's share of payroll taxes associated with Qualified Claimants' settlement payments shall be paid by Defendant in addition to Gross Fund. Defendant may choose to fund the employer's share of payroll taxes using any reversionary amounts from the Gross Fund, if available.

² To the extent there are additional SRs beyond the 82 identified prior to mediation, those SRs will not be included in this settlement and therefore will not have their claims released by this Agreement, absent mutual written agreement by the Parties. Likewise, to extent there are additional, eligible workweeks beyond the 246 identified prior to mediation, each SR shall be compensated pursuant to this Agreement for no more than three weeks per individual with non-compensated weeks not subject to the release herein, absent mutual written agreement by the Parties. Moreover, to the extent there are additional SRs beyond 82 and/or additional workweeks beyond 246, the parties will discuss in good faith whether to increase the Gross Fund *pro rata* to permit the inclusion of the additional SRs and/or eligible workweeks into this Agreement.

C. Payment. On the later of fourteen (14) days after the Approval Order has become a final, non-appealable order, Defendant will pay to the Settlement Fund (as defined in paragraph III(E)(1) below) One Hundred Sixty Thousand Dollars and Zero Cents (\$160,000.00). Payment will be by wire transfer to a depository bank chosen by the Settlement Claims Administrator. Defendant may, at its discretion, deposit these funds into the Settlement Fund at any time after the Court approves the settlement, subject to the requirements of this paragraph. Within twenty-one (21) days after the Approval Order has become a final, non-appealable order, the Settlement Claims Administrator shall pay to Plaintiff's Counsel by wire transfer such amount of attorneys' fees, costs and litigation expenses as has been approved and ordered by the Court, and shall pay via First Class U.S Mail the Court-approved General Release Payment to the Named Plaintiff. No further distribution shall occur until the conclusion of the claim procedure, as set forth in Paragraph G(2).

D. Settlement Claims Administration

1. Selection of Settlement Claims Administrator. The Settlement Claims Administrator shall be selected by Plaintiff's Counsel subject to Defendant's approval, not to be unreasonably withheld. Plaintiff's Counsel acknowledges that Defendant's counsel has minimum criteria regarding information security protocols in order to approve a Settlement Claims Administrator.

2. Settlement Claims Administrator Responsibilities. The Settlement Claims Administrator shall be responsible for: (a) establishing a qualified settlement fund and qualified settlement fund account, and determining and finalizing the calculations of the Potential Gross Settlement Payments and tax withholding amounts for the Qualified Claimants, as applicable; (b) preparing, printing and disseminating to the Named Plaintiff and Potential Opt-in Plaintiffs the Notice Packet and return envelope; (c) creating a website where Potential Opt-in Plaintiffs may electronically submit their Consent to Join and Release Forms; (d) copying counsel for all Settling Parties on material correspondence and promptly notifying all counsel for the Settling Parties of any material requests or communications made by any Settling Party or Potential Opt-in Plaintiff who receives a Notice Packet; (e) receiving and reviewing the Consent to Join and Release Forms submitted by Potential Opt-in Plaintiffs to determine eligibility for payment; (f) determining the final Settlement Payment for each Qualified Claimant in accordance with this Agreement; (g) mailing the settlement checks to Qualified Claimants; (h) wiring Plaintiff's Counsel's attorneys' fees, expenses, and costs and mailing the General Release Payment and Settlement Payments in accordance with this Agreement and Order of the Court; (i) paying all payroll tax obligations of Defendant in accordance with applicable law and this Agreement; (j) issuing W-2 and 1099 Forms for all amounts paid to Qualified Claimants; (k) ascertaining current address and addressee information for each Notice Packet returned as undeliverable; (l) referring to Plaintiff's Counsel all inquiries by the Named Plaintiff and Potential Opt-in Plaintiffs the Settlement Claims Administrator cannot resolve and/or which involve matters not within the Settlement Claim Administrator's duties specified herein; (m) responding to inquiries of Plaintiff's Counsel or Defendant's Counsel; (n) promptly apprising counsel for the Settling Parties of the activities of the

Settlement Claims Administrator; (o) maintaining adequate records of its activities, including the date of the mailing of the Notice Packets and receipt of Consent to Join and Release Forms, returned mail and other communications and attempted written or electronic communications with the Named Plaintiff and Potential Opt-in Plaintiffs; (p) confirming in writing to Plaintiff's and Defendant's Counsel its completion of the administration of the settlement and retaining copies of all endorsed settlement checks; (q) timely responding to communications from the Settling Parties or their counsel; and (r) such other tasks as called for by this Agreement, ordered by the Court, or the Settling Parties mutually agree.

3. Settlement Fund Fees and Expenses. All fees, expenses, and costs of the Settlement Claims Administrator related directly or indirectly to the Settlement Fund (as defined in paragraph III(E)(1) below), including but not limited to all fees, expenses, and costs in connection with the Gross Fund and Settlement Fund (including, but not limited to, those related to notice, check cutting and mailing, claims processing, court filings, legal and accounting advice relating to the establishment of the Settlement Fund and tax treatment and tax reporting of awards to Qualified Claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below)) shall be paid from the Settlement Fund.

4. Reporting by Settlement Claims Administrator. Throughout the period of claims administration, the Settlement Claims Administrator will provide such reports to the Settling Parties upon request by either Settling Party, regarding the status of the mailing of the Notice Packets to Named Plaintiff and Potential Opt-in Plaintiffs, the claims administration process, the receipt of Consent to Join and Release Forms, distribution of the Settlement Checks, and any other aspect of the claims administration process.

E. Creation and Implementation of a Qualified Settlement Fund

1. Establishing the Qualified Settlement Fund. The portions of the Gross Fund that are required to be paid by Defendant will be deposited in an account titled Teleflex Settlement Fund (the "Settlement Fund"), intended by the Settling Parties to be a "Qualified Settlement Fund" as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq. The Settlement Fund shall be established as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, et seq., and shall be administered by the Settlement Claims Administrator, subject to the ultimate authority of the Court. The payments to the Settlement Fund, and the timing of the payments to the Settlement Fund are described in paragraphs III(C) and III(G)(1), including the fact that Defendant will not be obligated to pay into the Settlement Fund the portion of the Gross Fund attributable to any amounts that are not claimed by Potential Opt-in Plaintiffs.

2. Administering the Settlement Fund. The Settlement Claims Administrator shall serve as Trustee of the Settlement Fund and shall act as a fiduciary with respect to the handling, management, and distribution of the Settlement Fund, including the handling of tax-related issues and payments. The Settlement Claims Administrator shall act in a manner necessary to qualify the Settlement Fund as a Qualified Settlement Fund and to maintain that qualification.

The Settling Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Settling Parties agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest possible date.

3. Tax Withholding and Reporting.

a. Employment Taxes. The Settlement Claims Administrator shall allocate fifty percent (50%) of the total paid to each Qualified Claimant to wages (to be reported on an Internal Revenue Service (“IRS”) Form W-2) and fifty percent (50%) to non-wage compensation (to be reported on an IRS Form 1099). The Settlement Claims Administrator shall be responsible for withholding and timely remitting and reporting all taxes to the appropriate taxing authorities. The Settlement Claims Administrator shall determine the proper tax reporting treatment for Court-approved General Release Payment.

b. Fund Taxes. All taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, if any, including any taxes or tax detriments that may be imposed on Defendant with respect to income earned for any period during which the Settlement Fund do not qualify as a “Qualified Settlement Fund” for federal and state income tax purposes (hereinafter “Settlement Fund Taxes”), and expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter “Settlement Fund Tax Expenses”) shall be paid out of the Settlement Fund. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a cost of the administration of the Settlement Fund. The Settling Parties agree to cooperate with the Settlement Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this Section.

4. Other Payments and Indemnification. The Settlement Claims Administrator shall satisfy from the Settlement Fund: all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys’ fees and other costs subject to reporting) and any and all taxes, penalties and other obligations with respect to the payments or distributions not otherwise addressed in this Agreement. The Settlement Claims Administrator shall indemnify the Settling Parties for any penalty or interest arising out of an incorrect calculation or late deposit of the same.

5. Communication with Defendant and Plaintiff’s Counsel. Defendant, Defendant’s Counsel, and Plaintiff’s Counsel are authorized to communicate directly with the Settlement Claims Administrator to expedite the settlement administration process. All parties shall have full access to all information relating to claims administration.

6. Communication with Potential Opt-In Plaintiffs. The Parties, Plaintiff’s

Counsel, and Defendant's counsel shall not encourage or discourage any Potential Opt-in Plaintiff from participating in the settlement.

F. Allocation of the Settlement Fund

1. Net Fund. The amount approved by the Court for a General Release Payment; the amount approved by the Court for attorneys' fees, expenses, and costs; and the fees and expenses of the Settlement Claims Administrator shall be deducted from the Gross Fund to obtain a "Net Fund."

2. Allocation of Net Fund. The Named Plaintiff and all Potential Opt-in Plaintiffs shall be allocated a portion of the Net Fund on a pro rata basis. To calculate Named Plaintiff's and each Potential Opt-in Plaintiff's pro rata share of the Net Fund, divide the Net fund by the total number of Named Plaintiffs and Potential Opt-in Plaintiffs to determine each individual's "Potential Gross Settlement Payment." The sum of the Potential Gross Settlement Payments for the Named Plaintiff and Potential Opt-in Plaintiffs shall equal the Net Fund. The Potential Gross Settlement Payments shall be disclosed to the Named Plaintiff and Potential Opt-in Plaintiffs in the Notice Packet. The Potential Gross Settlement Payments will be paid to the Qualified Claimants, minus any withholdings and deductions as set forth in Paragraph 3(a). Any amounts of the Net Fund not claimed by a Qualified Claimant shall revert to Defendant.

3. General Release Payment. From the Gross Fund, Plaintiff's Counsel shall seek Court approval of a General Release Payment of Four Thousand Dollars and Zero Cents (\$4,000.00) to the Named Plaintiff, who retained counsel prior to the mediation and assisted in the preparation of mediation for the benefit of all Potential Opt-in Plaintiffs, as specific consideration for her granting of a general release of claims ("General Release Payment"), as further discussed in Section IV(B), below. Defendant shall not oppose this request. The Settling Parties expressly agree that the Court's approval or denial of any request for a General Release Payment is not a material condition to this Agreement and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Plaintiff's Counsel for a General Release Payment shall not operate to terminate or cancel this agreement. Any unapproved General Release Payment shall revert to Defendant and will not be included in the Net Fund.

4. Attorneys' Fees and Costs Amounts. Plaintiff's Counsel shall make an application to the Court for an award of attorneys' fees of up to one-third of the Gross Fund, *e.g.*, Fifty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$53,333.33). In addition, Plaintiff's Counsel shall seek reimbursement of their reasonable costs and expenses from the Gross Fund. Defendant will not oppose Plaintiff's Counsel's attorneys' fees, costs, and expenses requests provided they are consistent with the terms of this Agreement. The settlement is not conditioned upon the Court's approval of Plaintiffs' Counsel's petition for fees, expenses, and costs. Payment of such attorneys' fees, expenses, and costs to Plaintiff's Counsel shall be made in accordance with this Agreement and shall constitute full satisfaction of any and all

obligations by Defendant to pay any person, attorney or law firm for attorneys' fees, expenses or costs incurred on behalf of Qualified Claimants. The Settlement Claims Administrator shall report the payment of these fees, expenses and costs to Plaintiffs' Counsel on an IRS Form 1099. The Settling Parties expressly agree that the Court's approval or denial of any request for attorneys' fees and costs is not a material condition to this Agreement, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Plaintiff's Counsel for an award for fees and costs shall not operate to terminate or cancel this Agreement. All unapproved attorneys' fees, costs and expenses shall revert to Defendant and will not be included in the Net Fund.

G. Payments to Qualified Claimants

1. Funding of Payments to Qualified Claimants. Within seven (7) days after the close of the later of the Opt-in Period, any open Cure Opt-in Periods or any open Re-mailing Opt-in Periods, the Settlement Claims Administrator will provide Defendant and Plaintiffs' Counsel with a register of all Qualified Claimants, their contact information as maintained by the Settlement Claims Administrator, the total amount to be paid to them under the terms of the Agreement, and any additional amount necessary to pay the employer's share of payroll taxes arising out of the individual payments to Qualified Claimants. Within fifteen (15) business days after receiving the register of all Qualified Claimants, Defendant will pay to the Settlement Fund a sum equivalent to the total amount needed, if any, for Defendant's share of payroll taxes. Payment will be by wire transfer to a depository bank chosen by the Settlement Claims Administrator.

2. Timing of Payments. Within twenty-one (21) days after the close of the later of the Opt-in Period, any open Cure Opt-in Periods or any open Re-mailing Opt-in Periods, the Settlement Claims Administrator will transmit all payments to Qualified Claimants by First Class U.S. Mail to the last known address for each Qualified Claimant, or such other address provided by the Qualified Claimant to the Settlement Claims Administrator.

3. Taxes on the Potential Gross Settlement Payments. The Potential Gross Settlement Payments attributed to the Named Plaintiff and Potential Opt-in Plaintiffs who timely submit Consent to Join and Release Forms and become Qualified Claimants shall be fifty percent (50%) to back wages and fifty percent (50%) to liquidated damages. The back wages shall be subject to all required employee-paid payroll taxes (federal income taxes, state income taxes, employee's share of FICA and FUTA taxes, and other state or local-specific statutory deductions) and other authorized or required deductions (garnishments, tax liens, child support, etc.). The liquidated damages shall be treated as non-wage income to the Qualified Claimants. The Settlement Claims Administrator shall report the back wage payments to the IRS on IRS Form W-2 and shall report the liquidated damages on IRS Form 1099.

4. Tax Advice. Named Plaintiff, on behalf of herself and Potential Opt-in Plaintiffs, acknowledges and agrees that she has not relied upon any advice from Defendant or Plaintiff's Counsel as to the taxability of the payments received pursuant to this Agreement.

5. Negotiation of Settlement Checks. Qualified Claimants will have one hundred twenty (120) days after the date on the settlement checks (the “Check Issuance Date”) in which to negotiate the checks. If any Qualified Claimant does not negotiate his or her settlement check within one hundred twenty (120) days after the Check Issuance Date (the “Check Cashing Deadline”), the check will be void. Forty-five (45) days after the Check Issuance Date, the Settlement Claims Administrator shall send a reminder postcard to all Qualified Claimants who have not cashed their checks reminding them to negotiate their checks prior to the Check Cashing Deadline. Any funds remaining in the Qualified Settlement Fund after payment to: (1) all Qualified Claimants who timely negotiate their settlement checks; (2) all attorneys’ fees, costs, and litigation expenses approved by the Court; (3) all costs incurred by the Settlement Claims Administrator and all costs in connection with the Settlement Fund including, but not limited to, those related to notice, check cutting and mailing, claims processing, court filings, legal and accounting advice relating to the establishment of the Qualified Settlement Fund and tax treatment and tax reporting of awards to Plaintiffs and Qualified Claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below), as approved by the Court; and (4) applicable employer’s share of payroll taxes; federal, state and local income taxes; and all federal and state unemployment taxes required to be withheld and/or paid by Defendant, shall revert to Defendant and must be returned to Defendant thirty (30) days after the close of the 120-day deadline to negotiate settlement checks.

IV. RELEASE

A. Release By Qualified Claimants. Conditioned upon the Court’s entry of the Approval Order, and in exchange for the monetary consideration recited in this Agreement, upon full payment of all monetary obligations by Defendant, the Named Plaintiff does hereby agree to dismiss the Litigation with prejudice. In order to receive a settlement payment, all Qualified Claimants agree to execute a Consent to Join and Release Form, which shall release Defendant and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the “Released Parties”) from: any and all wage and hour claims that accrued during their employment as SRs while engaged in AME Onboarding Training for a total of no more than three weeks per Qualified Claimant, relating back to the full extent of the FLSA Covered Period and continuing through April 5, 2023, including, without limitations, all state and federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses. All Qualified Claimants who execute a Consent to Join and Release Form will further be enjoined from pursuing any Released Claims settled and released as part of this settlement and will not file, cause to be filed, or affirmatively join or opt in, as a collective member, beneficiary or other participant in any Action or any other proceeding with respect to Released Claims. If involuntarily joined in any Action against Released Parties regarding Released Claims, Qualified Claimants agree to waive their rights to any recovery that may result from such Action or proceeding associated with Released Claims, and not to pursue Released Claims on their own behalf.

B. General Release of Known and Unknown Claims By Named Plaintiff. In addition to the claims released as set forth in paragraph (A) above, Named Plaintiff, in exchange for accepting and receiving an approved General Release Payment pursuant to paragraph III(F)(3) above, and to the full extent permitted by law, voluntarily, completely, and irrevocably releases, acquits, and forever discharges the Released Parties from any and all claims, whether in law or in equity, which Named Plaintiff asserts or could assert, whether known or unknown, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, including without limitation, claims under the Age Discrimination in Employment Act (the "ADEA"), Title VII of the Civil Rights Act of 1964, the federal Equal Pay Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993 (the "FMLA"), the Employee Retirement Income Security Act of 1974, the Racketeer Influenced and Corrupt Organizations Act, the Financial Reform Recovery and Enforcement Act of 1989, Section 1981 of Title 42 of the United States Code, the federal Worker Adjustment and Retraining Notification (WARN) Act, any other federal, state, or city laws concerning workplace rights or obligations or payment of wages, claims for violation of privacy rights, claims for violation of civil rights, claims for denial of equal rights, discrimination, wrongful termination, retaliation, breach of contract, equitable remedies, interference with advantageous relations, all tort claims, and all claims that were or could have been raised by Named Plaintiff in the Litigation, or which arose prior to the date the Named Plaintiff signs this Agreement, against the Released Parties with respect to any event, matter, claim, damage or injury arising out of Named Plaintiff's employment with Teleflex, the termination of such employment, any application for employment with the Teleflex, and/or Named Plaintiff's eligibility for employment with the Released Parties, and/or with respect to any other claim, matter, or event arising prior to execution of this Agreement by Named Plaintiff.

V. TOLLING AGREEMENTS

Any tolling agreement in effect between the Settling Parties shall be void *ab initio* upon Court's approval of the Settlement becoming a non-appealable final order.

VI. NOTICES

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiffs:

Gregg I. Shavitz
Shavitz Law Group, P.A.
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Boca Raton, FL 33431
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Counsel for Defendant:

Jessica T. Travers
Littler Mendelson PC
111 N Orange Avenue, Suite 1750
Orlando, FL 32801
Tel: (407) 393-2950

VII. PROHIBITION ON PRESS AND PUBLICITY

The Parties and their Counsel shall not (1) issue a press release or otherwise notify the media about the terms of this term sheet or the Settlement Agreement; or (2) advertise or make any public statements in any manner, including but not limited to on any social media platform or website, regarding any terms of this Agreement through written, recorded, or electronic communications. To the extent that Plaintiff's Counsel or Defendant's Counsel is contacted by the media about this Agreement, they shall only be permitted to respond to such inquiries by stating that they have "no comment." Neither Named Plaintiff nor Plaintiff's Counsel may disclose the existence of, or any of the specific terms of the Agreement before or during the Notice Period. In addition, to the extent that Named Plaintiff's Counsel identifies the settlement on their website or in any marketing material they may only do so after Court approval and may only refer to Defendant as a "life sciences company" and shall neither identify Defendant by name nor identify Defendant in such a way that a member of the public could readily identify Defendant as a party to the settlement. Nothing herein shall limit Named Plaintiff or Plaintiff's Counsel for communicating with Potential Opt-in Plaintiffs regarding the settlement, or otherwise limit Plaintiff's Counsel's ability to meet their ethical obligations as to Potential Opt-in Plaintiffs. Likewise, nothing herein shall limit Named Plaintiff from discussing this matter with her spouse, tax advisor, or attorneys, or disclosing this matter as otherwise required by law. Finally, notwithstanding the foregoing, Plaintiff's Counsel may disclose the matter in court filings to the extent necessary to demonstrate counsel's experience as class counsel, and may disclose the matter in confidential proceedings to the extent necessary to demonstrate counsel's experience as class counsel provided that Plaintiff's Counsel will avoid referencing Defendant by name unless required to do so.

VIII. REPRESENTATION BY COUNSEL

All of the Settling Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement and that this Agreement has been executed with the consent and advice of counsel.

IX. NO ADMISSION OF LIABILITY

Defendant enters into this Agreement to avoid further expense and disruption to its business. The Settling Parties acknowledge and agree that liability for the actions that are the

subject matter of the Litigation is disputed by Defendant. This Agreement and the settlement are a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Settling Parties to this Agreement. The Settling Parties further acknowledge and agree that this Agreement and the settlement shall not be used to suggest an admission of liability in any dispute the Settling Parties may have now or in the future with respect to any person or entity. Neither this Agreement nor anything herein, nor any part of the negotiations had in connection herewith, shall constitute evidence with respect to any issue or dispute other than for purposes of enforcing this Agreement. Neither Named Plaintiff or Plaintiff's Counsel, nor Defendant or Defendant's counsel, shall use the fact of this Agreement or any information, data, or documents exchanged in connection with this Agreement, to support or oppose at Section 216(b) motion for conditional certification on the claims raised in this matter, and the parties reserve all rights and defenses in this regard, including Defendant's rights to challenge the propriety of collective certification for any purpose as if this Agreement had not been entered into. Except, with respect to documents, the parties' Confidentiality Agreement shall control.

X. MODIFICATION OF AGREEMENT

This Agreement may not be modified or amended except in writing, signed by the affected Settling Parties or the respective counsel of record for the Settling Parties, and as approved by the Court with respect to material modifications or amendments.

XI. CONSTRUCTION AND INTERPRETATION

A. Entire Agreement. This Agreement constitutes the entire agreement between the Settling Parties with respect to the subject matter contained herein and shall supersede all prior and contemporaneous negotiations between the Settling Parties, except the Parties' Confidentiality Agreement. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement, or any specific term or condition thereof. The Named Plaintiff and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither the Named Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other.

B. No Reliance on Representations or Extrinsic Evidence. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Settling Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.

C. Controlling Law. This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with the laws of the State of Florida, both in its

procedural and substantive aspects, and without regard for the principle of conflict of laws, and shall be subject to the continuing jurisdiction of the Circuit Court in and for Palm Beach County, Florida.

D. No Assignment. Plaintiff's Counsel and the Named Plaintiff represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action. A similar representation shall be included on the Consent to Join and Release Form sent to the Potential Opt-in Plaintiffs with the Notice.

E. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, except the Release, the remaining portions of this Agreement will remain in full force and effect to the extent that the effect of the Agreement remains materially the same and the obligations of the Settling Parties remain materially the same.

XII. COUNTERPARTS

This Agreement, any amendments or modifications to it, and any other documents required or contemplated to be executed in order to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original.

XIII. BINDING EFFECT

This Agreement is binding upon and shall inure to the benefit of the Settling Parties to this Agreement. Without limiting the foregoing, this Agreement specifically shall inure to the benefit of Defendant as well as its present and former owners, stockholders, predecessors, successors, joint ventures, assigns, agents, directors, officers, board members, employees, representatives, insurers, attorneys, parents, subsidiaries, benefit plans, plan fiduciaries, affiliated divisions and companies, and all persons acting by, through, under or in concert with any of them. Also without limiting the foregoing, this Agreement shall be binding upon the spouses, children, heirs, assigns, administrators, executors, beneficiaries, conservators, successors and offspring of all Qualified Claimants. This Agreement is binding and effective if signed by Defendant and the Named Plaintiff.

XIV. ATTORNEYS' FEES, COSTS AND EXPENSES

Except as otherwise specifically provided herein, the Settling Parties and all Qualified Claimants shall bear responsibility for their own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them or arising out of this litigation and shall not seek reimbursement thereof from any party to this Agreement. However, in the event of any dispute to enforce the

terms of this Agreement, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs from the non-prevailing party. Additionally, to the extent Defendant refuses to pay all sums due by virtue of this Agreement, Named Plaintiff shall be entitled to the immediate entry of a Final Judgment sufficient to permit collection of all outstanding sums owed.

XV. AUTHORITY OF COUNSEL

A. Facsimile, Electronic, and E-mail Signatures. Any Settling Party may execute this Agreement by signing or by causing its counsel to sign, or by e-signature on the designated signature block below and transmitting that signature page *via* facsimile, e-mail, or other electronic means to counsel for the other Settling Party. Any signature made and transmitted by facsimile, e-signature, or e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Settling Party whose counsel transmits the signature page by facsimile, e-signature or e-mail.

B. Voluntary Signature. All Settling Parties agree that they have signed this Agreement, or authorized their counsel to sign this Agreement on their behalf, knowingly, voluntarily, with full knowledge of its significance, and without coercion.


C. Warranty of Counsel. Plaintiff's Counsel warrant and represent that they are expressly authorized by the Named Plaintiff to take all appropriate action required or permitted to be taken pursuant to this Agreement in order to effectuate its terms. Counsel for Defendant warrant and represent that they are authorized to take all appropriate action required or permitted to be taken by Defendant pursuant to this Agreement in order to effectuate its terms.


XVI. CONTINUING JURISDICTION

The Settling Parties hereto agree to move for the Circuit Court in and for Palm Beach County, Florida, to retain continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement; to supervise the administration and distribution of the resulting settlement funds; and to hear and adjudicate any dispute or litigation arising from or related to this Agreement or the issues of law and facts asserted in the collective action litigation.

XVII. EFFECT OF NON-APPROVAL

In the event that the Agreement is not approved by the Court for any reason in the form submitted by the Settling Parties, the Settling Parties will attempt in good faith to address any concerns raised by the Court and resubmit a revised settlement agreement for approval. If the Court denies the approval of a renegotiated settlement agreement, Named Plaintiff may dismiss the Florida action without prejudice and re-file the case in federal court with all statutes of limitations tolled from the date of filing the first Approval Motion through thirty (30) days after the Court's Order denying the later of this Agreement or a renegotiated settlement agreement submitted by the Settling Parties to the Court for approval.

DATED: <u>05/24/2023</u>	TELEFLEX LLC: By: <u></u> Its: <u>Human Resources Director</u>
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DATED: <u>05/18/2023</u>	JESSICA NEAL: <u></u>
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4869-7695-5489.1 / 116614-1001

EXHIBIT A

NOTICE OF SETTLEMENT OF COLLECTIVE ACTION LAWSUIT

[NAME]
[ADDRESS]
[CITY, STATE ZIP]

Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida

If you worked for Teleflex, LLC as an Anesthesia and Emergency Medicine Field Sales Representative, you may be entitled to a payment from the settlement of a collective action lawsuit if you complete and return the enclosed form.

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

- This notice pertains to any Anesthesia and Emergency Medicine field sales representatives, including but not limited to, Associate Sales Representatives, Senior Sales Representatives, Account Managers and Territory Managers engaged in Anesthesia & Emergency Medicine (“AEM”) Onboarding training (collectively, “AEM SRs”), hired by Teleflex LLC (“Teleflex” or “Defendant”) at any time from April 5, 2020 to April 5, 2023 (the “FLSA Covered Period”).
- A former AEM SR known as the “Plaintiff” has sued Teleflex in a lawsuit filed as a collective action under the Fair Labor Standards Act (“FLSA”) in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. The lawsuit is known as *Neal v. Teleflex, LLC*, Case No. XXXXXX. The lawsuit alleges that Teleflex, referred to as the “Defendant,” misclassified AEM SRs as exempt employees during initial training and therefore failed to pay Plaintiff and other AEM SRs properly for overtime hours they worked while engaged in AEM Onboarding Training.
- Teleflex denies the allegations in the lawsuit and maintains that it at all times properly classified and compensated its AEM SRs. The parties have entered into this settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. The Court has not made any ruling on the merits of the Plaintiffs’ claims, and no party has prevailed in this action.
- Under the allocation formula created by the settlement, you are estimated to receive approximately \$ [REDACTED], subject to deductions for applicable taxes. This amount is your pro rata share of the funds identified in Section 2 below. The final amount to which you may be entitled may be higher or lower than the estimated amount.

Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RETURN THE CONSENT FORM	By returning a properly completed Consent to Join and Release Form, you agree to participate in the settlement, receive a monetary settlement payment, and release your claims. You will also give up the right to sue Teleflex for claims under the FLSA and related state law arising from the same facts alleged in the Collective Action during the FLSA Covered Period and you will be enjoined from pursuing any of these claims against Teleflex.
DO NOT RETURN THE CONSENT FORM	If you do not wish to participate in, or be bound by, the settlement, you should not return the Consent to Join and Release Form. If you do not timely return a properly completed Consent to Join and Release Form, you will not receive a monetary settlement payment.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

BASIC INFORMATION

1. What is a collective action?

In a “Collective Action,” one or more people called “Named Plaintiffs” sue on behalf of people who have similar claims. The other AEM SRs who have similar claims who opt into the Collective Action will become “Collective Members.” You may opt into the Collective Action and participate in the settlement of the lawsuit by signing and returning the enclosed Consent to Join and Release Form.

BENEFITS – WHAT YOU GET

2. What does the settlement provide?

Teleflex has agreed to pay up to \$160,000.00 into a fund to pay Collective Members’ settlement payments, Court-approved attorneys’ fees and costs of \$ [REDACTED], a Court-approved General Release Payment totaling \$ [REDACTED] to the Named Plaintiff who retained Plaintiffs’ Counsel before mediation in exchange for a general release of her claims, payroll and other applicable taxes (except for the employer’s share of payroll taxes), the Settlement Claims Administrator’s fees and costs.

After deducting the requested attorneys’ fees and costs, the requested General Release Payment, and the Settlement Claims Administrator’s fees and costs, the remaining amount will be divided equally among current and former AEM SRs who are covered by the settlement. **Settlement checks which are not cashed within 120 days of issuance will be null and void.**

3. How much will my payment be and how was it calculated?

Based on the formula that has been approved by the Court, in exchange for properly executing and timely returning your Consent to Join and Release Form, you are estimated to receive approximately \$_____, half of which is subject to deductions for applicable taxes and withholdings like any other paycheck, and for which you will receive a W-2; and half of which will be reported on an IRS Form 1099. The final amount to which you may be entitled may be higher or lower than the estimated amount.

The settlement allocation formula is a pro rata calculation based on the number of AEM SRs divided by the settlement fund, after deducting the requested attorneys' fees and costs, the requested General Release Payment, and the Settlement Claims Administrator's fees and costs. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by following the instructions in Paragraph 9, below.

HOW YOU GET A PAYMENT

4. How can I get my payment?

To get your payment, you must fully complete and sign the enclosed Consent to Join and Release Form and mail it in the enclosed envelope to the Settlement Claims Administrator postmarked no later than [date 60 days from mailing of Notice]. You may also e-mail, fax, or submit via online submission at the website listed below the Consent to Join and Release Form to the Settlement Claims Administrator, so that it is received no later than [date 60 days from mailing of Notice]. The Settlement Claims Administrator's complete contact information is:

Teleflex AEM SR Settlement Claims Administrator
[address]
[city state zip]
Phone: (____) ____ - ____
Facsimile (____) ____ - ____
E-mail: _____
Website: _____

If you return a properly completed and signed Consent to Join and Release Form to the Settlement Claims Administrator by the deadline, you will be sent a settlement check after all appeals have been exhausted.

5. When will I get my payment?

You will be sent a check within approximately five (5) months of submitting your Consent to Join and Release Form. Please be patient.

6. What am I giving up to get a payment and join the Collective?

You will not become a member of the Collective Action and participate in the settlement unless you return a properly completed and signed Consent to Join and Release Form by the deadline.

Once you become part of the Collective Action, you cannot sue, continue to sue, or be a party in any other lawsuit against Teleflex about any of the claims at issue in this case. Specifically, by becoming a Collective Member, you shall release Teleflex and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the “Released Parties”) from: any and all wage and hour claims that accrued during your employment as an AEM SR while engaged in AEM Onboarding Training for a total of no more than three weeks, relating back to the full extent of the FLSA Covered Period and continuing through April 5, 2023, including, without limitations, all state and federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses. You will also be enjoined from pursuing such claims in the future. Additionally, all of the Court’s orders will apply to you and legally bind you.

THE LAWYERS REPRESENTING YOU

7. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firm of the Shavitz Law Group, P.A. are qualified to represent you and all Collective Action Members. These lawyers are called “Plaintiffs’ Counsel.” You will not be charged for these lawyers. You can find more information about Plaintiffs’ Counsel at: www.shavitzlaw.com.

Otherwise, if you have any questions, you may contact Plaintiffs’ Counsel at:

Gregg I. Shavitz
Paolo C. Meireles
Tamra C. Givens
Shavitz Law Group, P.A.
951 Yamato Rd, Suite 285
Boca Raton, FL 33431
Telephone: (561) 447-8888
SLG@shavitzlaw.com

You do not need to retain your own attorney in order to participate in the settlement. However, if you want to be represented by your own lawyer, you may hire one at your own expense.

8. How will the lawyers be paid?

The Court has approved payment of \$ [redacted] for attorneys’ fees for Plaintiffs’ Counsel. These fees will compensate Plaintiffs’ Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court also has approved reimbursement to Plaintiffs’ Counsel of \$ [redacted] for their out-of-pocket costs.

GETTING MORE INFORMATION

9. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. If there is any discrepancy between this notice and the Settlement Agreement, the terms of the Settlement Agreement will control. You can obtain a copy of the Settlement Agreement by sending a request in writing, to the Settlement Claims Administrator at the contact information listed in Paragraph 4, above. Alternatively, you can contact your lawyers at Shavitz Law Group, P.A. at the contact information listed at Paragraph 7, above.

DATED:

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

JESSICA NEAL, individually and on
behalf all others similarly situated,

Plaintiff,

Case No.: **XXXX**

v.

TELEFLEX, LLC,

Defendant.

I. CONSENT TO JOIN

I hereby consent to join and opt-in to become a plaintiff for settlement purposes in the above-captioned lawsuit (the “Litigation”) by Jessica Neal (“Plaintiff”) against Teleflex, LLC (“TELEFLEX”), and to be bound by the settlement approved in the Litigation. I further agree that the Plaintiff in the Litigation shall act as my agent and make all decisions on my behalf concerning the Litigation, including the settlement thereof. I also agree to be bound by the collective action settlement described in the accompanying Notice. I hereby designate the law firm Shavitz Law Group, P.A. to represent me in the Litigation.

II. RELEASE

In exchange for the consideration described in the Notice of Settlement of Collective Action Lawsuit and approved by the Court in this matter, I, by my signature below, fully and completely release Teleflex and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the “Released Parties”) from: any and all wage and hour claims that accrued during my employment as an SR while engaged in AEM Onboarding Training for a total of no more than three weeks, relating back to April 5, 2020 and continuing through April 5, 2023, including, without limitations, all state and federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses. I further agree that I am enjoined from further pursuing the Released Claims settled and released as part of this settlement and will not file, cause to be filed, or affirmatively join or opt in, as a collective member, beneficiary or other participant in any Action or any other proceeding with respect to Released Claims. If I am involuntarily joined in any Action against Released Parties regarding Released Claims, I agree to waive my right to any recovery that may result from such Action or proceeding associated with Released Claims, and not to pursue Released Claims on my own behalf.

Full Legal Name (print)

Signature

Maiden or Other Names Worked Under

Street Address*

E-mail Address*

City, State and Zip Code*

Cell phone*

Home Telephone Number*

*This information will be redacted and will not be filed in the public record. This information will be used solely for Plaintiffs' Counsel and the Settlement Claims Administrator to communicate with you.

EXHIBIT B

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

JESSICA NEAL, individually and on
behalf all others similarly situated,

Plaintiff,

Case No.: **XXXX**

v.

TELEFLEX, LLC,

Defendant.

**AGREED ORDER ON PLAINTIFF’S UNOPPOSED MOTION FOR ORDER
APPROVING SETTLEMENT OF COLLECTIVE ACTION AND AUTHORIZING
NOTICE OF SETTLEMENT AND OPPORTUNITY TO FILE CONSENT TO JOIN AND
RELEASE FORMS, AND DISMISSAL WITH PREJUDICE**

THIS MATTER came before the Court upon the Plaintiff’s Unopposed Motion for Order Approving Settlement of Collective Action and Authorizing Notice of Settlement and Opportunity to File Consent to Join and Release Forms, and Dismissal with Prejudice (the “Motion”). Having reviewed the Motion and the Settlement Agreement, and the Court being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED as follows:

The Motion is GRANTED. The Court finds that the Parties’ Settlement is fair, reasonable and just in all respects.

1. The Parties’ Settlement is APPROVED in its entirety.
2. The Parties’ agreed form of Notice of Settlement, attached as Exhibit A to the Parties’ Settlement Agreement, provides the Named Plaintiff and the Potential Opt-in Plaintiffs

with the necessary information concerning the Settlement Agreement, is appropriate under applicable law, and is hereby approved.

3. All individuals who timely return a Claim Form to the Settlement Claims Administrator and the Named Plaintiff hereby release any and all specified wage and hour claims as set forth in Section IV of the Settlement Agreement, which Section is incorporated in its entirety herein.
4. This Action is DISMISSED WITH PREJUDICE in its entirety.
5. This Court will RETAIN JURISDICTION to enforce the Settlement.
6. The case is closed and all pending motions are denied as moot.

DONE AND ORDERED, in Chambers, in Palm Beach County, in the Fifteenth Judicial Circuit, this _____ day of _____, 20____.

Honorable Judge XXXX
Fifteenth Judicial Circuit of Florida

cc:

Gregg I. Shavitz, Esq., Paolo C. Meireles, Esq. and Tamra C. Givens, Esq., Shavitz Law Group, P.A. 951 Yamato Rd, Suite 285, Boca Raton, Florida 33431, Tel: (561) 447-8888, Fax: (561) 447-8831; e-mail: gshavitz@shavitzlaw.com; e-mail: pmeireles@shavitzlaw.com; e-mail: tgivens@shavitzlaw.com

Jessica T. Travers, Esq., Littler Mendelson PC, 111 N Orange Avenue, Suite 1750, Orlando, FL 32801; Tel: (407) 393-2950; e-mail: JTravers@littler.com.