

DOUGLAS HAN, Bar No. 232858
ghan@justicelawcorp.com
SHUNT TATAVOS-GHARAJEH, Bar No. 272164
statavos@justicelawcorp.com
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, CA 91103
Telephone: 818.230.7502
Fax No.: 818.230.7259

Attorneys for Plaintiff
EDDIE FULINARA and STEVEN SOLIVEN

STACEY E. JAMES, Bar No. 185651
sjames@littler.com
NOAH J. WOODS, Bar No. 264823
nwoods@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway
Suite 900
San Diego, CA 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

Attorneys for Defendant
GENMARK DIAGNOSTICS, INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

EDDIE FULINARA, individually, and on
behalf of other members of the general
public similarly situated,

Plaintiff,

v.

GENMARK DIAGNOSTICS, INC., a
Delaware Company; and DOES 1 through
100 inclusive,

Defendants.

Case No. 37-2019-00000877-CU-OE-CTL
[Consolidated with *Soliven v. GenMark
Diagnostics, Inc.*, Case No. 37-2020-00015936-
CU-OE-CTL.]

ASSIGNED FOR ALL PURPOSES TO JUDGE
RONALD F. FRAZIER, DEPT. 65

**JOINT STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION AND
PAGA CLAIMS**

Dept: C-65

Trial Date: Not Set
Complaint Filed: January 7, 2019

AND RELATED CROSS-ACTION

1 This Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims
2 (“Stipulation of Settlement” or “Settlement”) is made and entered into by and between Plaintiffs Eddie
3 Fulinara and Steven Soliven (hereinafter each referred to individually as “Class Representative” or
4 “Plaintiff” and collectively as “Class Representatives” or “Plaintiffs”) and on behalf of the class and
5 aggrieved employees and Defendant GenMark Diagnostics, Inc. (“Defendant”) (Plaintiffs and
6 Defendant hereinafter collectively referred to as the “Parties”).

7 THE PARTIES STIPULATE AND AGREE as follows:

8 **DEFINITIONS**

9 1. “Action” shall mean, collectively, the class action entitled *Eddie Fulinara v. GenMark*
10 *Diagnostics, Inc.*, pending in San Diego County Superior Court, Case No. 37-2019-00000877-CU-
11 OE-CTL (“Fulinara Matter”), and the class/representative action entitled *Soliven v. GenMark*
12 *Diagnostics, Inc.* pending in San Diego County Superior Court, Case No. 37-2020-00015936-CU-OE-
13 CTL (“Soliven Matter”).

14 2. “Class Counsel” shall mean Douglas Han & Shunt Tatavos-Gharajeh of Justice Law
15 Corporation.

16 3. “Class Period” shall mean January 7, 2015 through the date the Court grants
17 preliminary approval or May 31, 2021, whichever date is earlier.

18 4. “Class Member(s)” shall mean all hourly non-exempt employees directly employed by
19 Defendant during the Class Period and all temporary non-exempt workers assigned to GenMark by
20 third-party staffing company The June Group, LLC dba QualStaff Resources (“QualStaff”) during the
21 Class Period.

22 5. “Class Released Claims” shall have the meaning ascribed to it in Paragraph 62(a)-(c)
23 below.

24 6. “Class Representatives” or “Plaintiffs” shall mean Plaintiffs Eddie Fulinara and Steven
25 Soliven.

26 7. “Court” shall mean the Superior Court of the State of California for the County of
27 Diego.

1 8. “Court’s Final Order and Judgment” means the Final Order Approving Class Action
2 and PAGA Settlement, and Judgment in a form to be agreed upon by the Parties and approved by the
3 Court.

4 9. “Defendant’s Counsel” shall mean Stacey E. James and Noah J. Woods of Littler
5 Mendelson, P.C.

6 10. “Effective Date” shall have the meaning ascribed to it in Paragraph 37, below.

7 11. “Final Approval Hearing” shall mean the hearing whereat the Court shall consider,
8 without limitations, any timely objections to the Settlement from Settlement Class Members,
9 testimony from the Parties or their counsel, declarations regarding the claims process from the
10 Settlement Administrator, and otherwise make a final determination regarding the fairness of the
11 Settlement as set forth herein.

12 12. “Gross Settlement Amount” shall refer to the sum of One Million Two Hundred
13 Thousand Dollars and Zero Cents (\$1,200,000.00), which is the maximum amount that Defendant will
14 pay pursuant to this Settlement, excluding Defendant’s share of payroll taxes, which shall be paid by
15 Defendant separately and in addition to the Gross Settlement Amount.

16 13. “Incentive Award” shall mean the payment made to Plaintiffs in their capacity as a
17 Class Representative, which sum is over and above their Individual Settlement Payment.

18 14. “Individual Settlement Payment” will be the portion of the Net Settlement Amount
19 payable to a Settlement Class Member.

20 15. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 41, below.

21 16. “Notice of Proposed Settlement” or “Notice” means the Notice of Pendency of Class
22 Action in substantially the form attached hereto as Exhibit A, and as approved by the Court.

23 17. “PAGA” shall mean the California Labor Code Private Attorneys General Act, Labor
24 Code §§ 2698 *et seq.*

25 18. “PAGA Member(s)” shall mean all hourly non-exempt employees directly employed
26 by GenMark and all temporary non-exempt workers assigned to GenMark by QualStaff during the
27 PAGA Period.
28

1 19. "PAGA Payment" means the payment to the State of California Labor and Workforce
2 Development Agency and the PAGA Members in settlement of all claims for PAGA penalties.

3 20. "PAGA Member Payments" means the payment issued to each PAGA Member for
4 his/her/their share of the PAGA Payment.

5 21. "PAGA Period" shall mean February 3, 2019 through the date the Court grants
6 preliminary approval, or May 31, 2021, whichever date is earlier.

7 22. "Parties" shall collectively refer to the Plaintiffs and Defendant, each of whom is a
8 "Party."

9 23. "Released Parties" collectively shall encompass Defendant GenMark Diagnostics, Inc.
10 and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors
11 and affiliates, including but not limited to Clinical Micro Sensors, Inc. as well as each of its or their
12 past, present and future officers, directors, employees, partners, members, shareholders and agents,
13 attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with
14 Defendant.

15 24. "Settlement" or "Stipulation of Settlement" shall mean this Joint Stipulation of
16 Settlement of Class Action and PAGA Claims.

17 25. "Settlement Administrator" shall mean Simpluris, Inc.

18 26. "Settlement Class Member(s)" shall mean the individual Class Members who did not
19 opt-out of the Settlement by submitting a valid request for exclusion as described in Paragraph 55.

20 RECITALS

21 27. In the Fulinara Action, Plaintiff Fulinara alleges the following causes of action against
22 Defendant: (1) failure to pay overtime; (2) failure to provide meal periods/pay meal period premiums;
23 (3) failure to provide rest periods/pay rest period premiums; (4) failure to pay minimum wage; (5)
24 failure to timely pay all earned wages and final paychecks due at time of separation of employment;
25 (6) failure to provide complete and accurate wage statements; (7) failure to reimburse business
26 expenses; and (8) unfair business practices. In the Soliven Action, Plaintiff Soliven alleges the
27 following causes of action against Defendant: (1) failure to pay overtime; (2) failure to provide meal
28 periods/pay meal period premiums; (3) failure to provide rest periods/pay rest period premiums; (4)

1 failure to pay minimum wage; (5) failure to timely pay all earned wages and final paychecks due at
2 time of separation of employment; (6) failure to provide complete and accurate wage statements; (7)
3 failure to reimburse business expenses; and (8) PAGA penalties; and (9) unfair business practices. As
4 a prerequisite to Plaintiffs' filing of a motion for preliminary approval of the Action, the Parties will
5 file a joint stipulation in the Fulinara Matter seeking to consolidate the Fulinara Matter and the Soliven
6 Matter. The joint stipulation shall request that the Fulinara Class Action, the earlier filed case, be
7 deemed the lead case. Thereafter, once the Fulinara Matter and the Soliven Matter have been deemed
8 consolidated and the Fulinara Matter deemed the lead case, the motion for preliminary approval and
9 final approval of the Settlement shall be filed in the Fulinara Class Action.

10 28. Following exchange and extensive review of relevant documents and class data, on
11 February 2, 2021, the Parties engaged in a full-day mediation with experienced wage and hour class
12 action mediator Anthony Pantoni, Esq. At the conclusion of the mediation, the mediator made a
13 mediator's proposal, which the Parties accepted.

14 29. Defendant denies any liability or wrongdoing of any kind whatsoever associated with
15 the claims in the Action, and further denies that, for any purpose other than settling this Action, this
16 Action is appropriate for class action or representative treatment.

17 30. It is the Parties' desire to fully, finally and forever settle, compromise and discharge all
18 disputes and claims arising from or related to the allegations of this Action.

19 31. It is the Parties' intention that this Stipulation of Settlement shall constitute a full and
20 complete settlement and release of all Class Released Claims and all PAGA Claims (as defined in
21 Paragraphs 62 and 63 below) against all Released Parties.

22 32. It is the Parties' intention that this Settlement shall not become effective until the
23 Court's order approving the Settlement is final, and there is no further recourse by any Class Member
24 or other party with standing to contest or appeal the Settlement, or until all actual appeals and/or
25 challenges are resolved in favor of finally approving this Settlement.

26 33. Class Counsel have conducted a thorough investigation into the facts of this Action,
27 including an extensive review of relevant documents and data, and has diligently pursued an
28 investigation of the Class Members' claims against Defendant. Based on its and their own independent

1 investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
2 fair, reasonable and adequate and is in the best interest of the Class Members in light of all known
3 facts and circumstances, including the risks of significant delay, the class not being certified, and the
4 defenses asserted by Defendant. Defendant and Defendant's Counsel also agree that the Settlement is
5 in the best interests of the Class Members. Counsel for the Parties further agree that the Settlement is
6 fair, reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

7 34. The Parties agree to cooperate and take all steps necessary and appropriate to
8 consummate this settlement in accordance with the terms of this Stipulation of Settlement.

9 **TERMS OF SETTLEMENT**

10 35. In consideration of the mutual covenants, promises and agreements set forth herein, the
11 Parties agree, subject to the Court's approval, to the terms herein.

12 36. It is agreed by and between Plaintiffs and Defendant that this Action and any claims,
13 demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by
14 Plaintiffs on behalf of themselves, the Class Members, and/or the PAGA Members arising out of the
15 disputes which are the subject of this Action, be settled and compromised, subject to the terms and
16 conditions set forth in this Stipulation of Settlement and the Court's approval.

17 37. Effective Date: The "Effective Date" of this Stipulation of Settlement shall be the date
18 the Court grants final approval of the settlement if no Class Member and/or PAGA Member timely
19 intervenes, files a timely motion to vacate the Final Judgment under, or objects or otherwise challenges
20 the Settlement, or, if one or more appeals is filed, then the appeal(s) have been resolved in favor of
21 approving the settlement with terms as reflected in this Stipulation of Settlement, with no further
22 recourse for additional appeals or avenues to challenge the settlement. Should the Effective Date fail
23 to occur, such as if the Court fails to grant preliminary or final approval or any appeal is not resolved
24 in favor of finally approving the settlement in a manner consistent with this Stipulation of Settlement,
25 then the Settlement Agreement shall be terminated and no Party shall be bound by their terms, and
26 Defendant will have no obligation to pay any settlement funds whatsoever, to Plaintiff, Plaintiff's
27 Counsel, or any Class Members.
28

1 38. Gross Settlement Amount: To implement the terms of this Settlement, Defendant
2 agrees to pay a maximum total payment of One Million Two Hundred Thousand Dollars and Zero
3 Cents (\$1,200,000.00), (i.e., the Gross Settlement Amount, as defined in Paragraph 12), which
4 includes payments to Settlement Class Members (excluding any appropriate and lawfully required
5 employer-side payroll taxes owed by Defendant on such payments, which Defendant shall be
6 separately responsible for apart from the Gross Settlement Amount), Incentive Awards to the Class
7 Representatives, the PAGA Payment, the Settlement Administrator's fees and costs, approved
8 attorneys' fees and litigation costs, and any other payments provided by this Settlement. Except as
9 otherwise specified herein, Defendant shall not be required to pay any additional monies beyond the
10 amount of the Gross Settlement Amount. Further, no portion of the Gross Settlement Amount shall
11 revert to Defendant, and any amount of the Gross Settlement Amount not required to pay the above
12 referenced amounts shall be paid to the Settlement Class Members on a pro rata basis according to the
13 formula contained herein.

14 39. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross
15 Settlement Amount will qualify as a settlement fund pursuant to the requirements of section 468(B)(g)
16 of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the income tax
17 regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator"
18 of the qualified settlement fund for purposes of section 1.46B-2(k) of the income tax regulations. As
19 such, all taxes imposed on the gross income of the settlement fund and any tax-related expenses arising
20 from any income tax return or other reporting document that may be required by the Internal Revenue
21 Service or any state or local taxing body will be paid from the settlement fund.

22 40. Funding of Settlement Amount: Within sixty (60) calendar days after the Effective
23 Date, Defendant shall transfer to the Settlement Administrator an amount equal to the Gross Settlement
24 Amount and the employer's share of payroll taxes. The delivery of the Gross Settlement Amount and
25 the employer's share of payroll taxes to the Settlement Administrator shall constitute full and complete
26 discharge of the entire obligation of Defendant under this Settlement. Once Defendant has made such
27 payments, it will be deemed to have satisfied all terms and conditions under this Settlement, shall be
28

entitled to all protections afforded to Released Parties under this Settlement, and shall have no further obligations under the terms of the Settlement regardless of what occurs with respect to those sums.

41. Allocation of the Gross Settlement Amount: Subject to Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth herein, the Parties agree the Gross Settlement Amount shall encompass the following: (1) Class Counsel's fees and expenses; (2) the Plaintiffs' Incentive Awards; (3) the Settlement Administrator's costs; (4) the PAGA Payment (including both the PAGA payment to the LWDA and the PAGA Settlement Checks); and (5) the Net Settlement Amount. After the deduction of the amounts approved for the Incentive Award to the Class Representative, the PAGA Payment, the Settlement Administrator's costs, Class Counsel's fees and expenses, approximately Six Hundred and Sixty-One Thousand Dollars (\$661,000.00) remains (the "Net Settlement Amount").

a. The Net Settlement Amount shall be divided among the Settlement Class Members on a pro-rata basis, based upon the following:

i. Each Settlement Class Member's work week count, which shall be the sum of the total number of work weeks the Settlement Class Member worked during the Class Period;

ii. Divided by the combined sum of all Settlement Class Members' work week count during the Class Period; and

iii. Multiplied by the value of the Net Settlement Amount. Each Settlement Class Member's calculation of total work weeks worked and estimated share of the Net Settlement Amount shall be identified in the Notice.

b. The Parties agree that if any Settlement Class Member disputes the basis for determining their share of the Settlement, Defendant's records, and those provided by QualStaff to Class Counsel as set forth in Paragraph 49, shall presumptively control unless the Settlement Class Member can produce documentation evidence of other work weeks worked during the relevant time period (including partial work weeks). The Parties further agree that any dispute that cannot be resolved by Class Counsel and

Defendant's counsel may be brought before the Court before final approval of the Class Settlement.

- c. To the extent that amounts in Paragraphs 45 and 46 below are not approved by the Court, such amounts will be reallocated to the Net Settlement Amount unless allocated otherwise by agreement of the Parties, with approval of the Court.
- d. Forty percent (40%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered wages and will be reported as such to each Settlement Class Member on an IRS Form W-2. The Parties agree that forty percent (40%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered penalties, and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable. The Parties agree that twenty percent (20%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered interest and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable. The Parties further agree that the PAGA payment distributed to each PAGA Member will be treated entirely as civil penalties, and will be reported as such to each PAGA Member on an IRS Form 1099-Misc, if applicable.
- e. Within fourteen (14) calendar days of the transfer of the Gross Settlement Amounts to the Settlement Administrator, and only upon the Effective Date being met, the Settlement Administrator shall issue to each Settlement Class Member his/her/their Individual Settlement Payment.
- f. Any portion of the Net Settlement Amount not cashed within one-hundred eighty (180) days from the date of issuance of the check shall be paid to the following *cy pres* recipients, selected by Defendant in accordance with California Code of Civil Procedure § 384, after all payments for the Settlement Administrator's fees and expenses, the Incentive Award, Class Counsel's attorneys' fees and costs, the PAGA Award to the LWDA, and the PAGA Payment have been completed: Justice Gap Fund, State Bar of California.

1 42. PAGA Payment: Subject to the Court’s Approval, up to a maximum of Sixty Thousand
2 Dollars and Zero Cents (\$60,000.00) shall be paid for the PAGA Claims. Forty-Five Thousand Dollars
3 and Zero Cents (\$45,000.00), representing 75% of the PAGA Payment, shall be paid to the LWDA.
4 Fifteen Thousand Dollars and Zero Cents (\$15,000.00), representing 25% of the penalties paid
5 pursuant to PAGA, shall be distributed to the PAGA Members as PAGA Member Payments. The
6 PAGA Members shall release their PAGA claims in their entirety and may not opt out of or object to
7 the PAGA release. To arrive at the PAGA Member Payments, the portion of the PAGA Payment
8 allocated to the PAGA Members shall be divided among the PAGA Members on a pro-rata basis,
9 based upon the following:

- 10 a. Each PAGA Member’s work week count, which shall be the sum of the total number
11 of work weeks the PAGA Member worked during the PAGA Period;
12 b. Divided by the combined sum of all PAGA Members’ work week counts; and
13 c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA
14 Members, which as set forth above is Fifteen Thousand Dollars and Zero Cents
15 (\$15,000.00).

16 43. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual
17 Settlement Payments, PAGA Member Payments, and the Incentive Award shall not be utilized to
18 calculate any additional benefits under any benefit plans to which any Plaintiff, Settlement Class
19 Member and/or PAGA Member may be eligible including, but not limited to: retirement plans, profit-
20 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
21 plans, pension plans, or any other benefit plan. It is the Parties’ intention that this Agreement will not
22 affect any rights, contributions, or amounts to which Plaintiff, Settlement Class Members and PAGA
23 Members may be entitled under any benefit plans.

24 44. Settlement Administrator: The Settlement Administrator shall be Simpluris, Inc. (the
25 “Settlement Administrator”). The Settlement Administrator will maintain acceptable electronic and
26 physical security protocols to adequately protect and safeguard the private employee information to
27 which it will have access as a result of the claims process. The fees and expenses of the Settlement
28

1 Administrator, which is currently estimated at approximately Fourteen Thousand Dollars and Zero
2 Cents (\$14,000.00), shall be paid through the Gross Settlement Amount.

3 45. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class Counsel
4 shall be allowed to seek their attorneys' fees, which shall not exceed thirty-five percent (35%) of the
5 Gross Settlement Amount, not to exceed Four Hundred and Twenty Thousand Dollars and Zero Cents
6 (\$420,000.00), plus reasonable costs/expenses not to exceed Twenty-Five Thousand Dollars and Zero
7 Cents (\$25,000.00), subject to approval by the Court. Defendant will not object to Class Counsel's
8 application for attorneys' fees and costs in these amounts. The amount set forth above will cover all
9 work performed and all fees and costs incurred to date, and all work to be performed and all fees and
10 costs to be incurred in the future in connection with the approval by the Court of this Stipulation of
11 Settlement, and the administration of the Settlement. Should Class Counsel collectively request a
12 lesser amount, or should the Court approve a lesser amount of attorneys' fees and/or attorneys' costs,
13 the difference between the lesser amount and the maximum amount set forth above shall be added
14 back into the Net Settlement Amount. No Class Counsel shall be entitled to further fees or costs from
15 Defendant if it or they elect to appeal any reduction in the requested fee or cost award. Any reduction
16 by the Court of Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be
17 sufficient grounds to void the Settlement. Plaintiffs and Defendant shall bear their own attorney's fees
18 and costs, except as provided herein.

19 46. Class Representative's Incentive Award: Subject to the Court's approval, the Class
20 Representatives will each be paid an Incentive Award in an amount up to a maximum of Ten Thousand
21 Dollars and Zero Cents (\$10,000.00) in recognition for their service as a Class Representative, which
22 shall be paid from the Gross Settlement Amount. Defendant will not object to Class Counsel's
23 application for Court approval of an Incentive Award to the Class Representatives in the amount of
24 Ten Thousand Dollars and Zero Cents (\$10,000.00). It is understood that the Incentive Award is in
25 addition to any claimed Individual Settlement Payment or PAGA Member Payment to which Plaintiffs
26 may be entitled. The Incentive Awards shall not be deemed wages and will be reported on an IRS
27 Form 1099-Misc, if applicable.
28

1 47. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments
2 and withholding all required state and federal taxes in accordance with this Stipulation of Settlement.
3 The Settlement Administrator will issue IRS Forms W-2 with respect to the amounts paid as wages to
4 the Settlement Class Members, and IRS Forms 1099 with respect to the amounts paid as interest and
5 penalties to the Settlement Class Members and PAGA Members. The Settlement Administrator will
6 also issue IRS Forms 1099 to: (1) Plaintiffs for the Incentive Award; and (2) Class Counsel for the
7 amount paid for approved fees and costs. The Settlement Administrator will be responsible for
8 preparing these forms correctly. The Settlement Administrator shall also be responsible for submitting
9 Defendant's share of payroll taxes to the appropriate government agencies on behalf of Defendant.
10 Plaintiffs and Class Counsel will be responsible for correctly characterizing this compensation for tax
11 purposes and for paying any taxes on the amounts received.

12 48. Tax Responsibility: Plaintiffs and Class Counsel acknowledge and agree that they and
13 the Settlement Members will be responsible for the payment of any and all Federal, State, and Local
14 taxes or penalties associated with their respective allocated portions of the payments described herein,
15 and agree that they are responsible for any and all claims by any Federal, State, or Local taxing
16 authority that they failed to pay or underpaid their or her or his share of taxes associated with the
17 payments set forth in this Settlement. The Parties acknowledge and agree that Class Counsel is not
18 responsible for the payment of any Federal, State, and Local taxes or penalties associated with
19 payments to Plaintiffs and Class Members.

20 **NOTICE TO THE SETTLEMENT CLASS**

21 49. Class Counsel will obtain the full name, last known address and full social security
22 number of all Class Members and PAGA Members who were employed by QualStaff and assigned to
23 GenMark during the Class Period and/or PAGA Period, as well as the total number of workweeks
24 worked by each Class Member and/or PAGA Member during the Class Period and/or PAGA Period.
25 Class Counsel shall provide said information to Defendant's counsel within 5 days of Class Counsel's
26 receipt of said information.

27 50. Within twenty (20) calendar days of preliminary approval of this Settlement by the
28 Court, or within twenty (20) calendar days of the date Class Counsel provides Defendant with the

1 information described above in Paragraph 49 (whichever date is later), Defendant shall provide to the
2 Settlement Administrator a database containing the following information for all Class Members and
3 PAGA Members:

- 4 a. The full name, last known address, and full social security number of all Class
5 Members; and
- 6 b. The information necessary to determine the estimated settlement allocation to each
7 Class Member, including: (i) The total number of work weeks worked by each Class
8 Member within the Class Period; and (ii) The total number of work weeks worked by
9 each PAGA Member within the PAGA Period.

10 51. The Settlement Administrator (along with any of its agents) shall represent and warrant
11 that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards,
12 including a reasonable security protocol, for any personally identifiable information (“PII”), which it
13 receives from Defendant’s Counsel and/or Class Counsel; (2) not disclose the PII to third parties,
14 including agents or subcontractors, without Defendant’s consent; (3) not disclose or otherwise use the
15 PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendant with notice
16 if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement
17 Administrator may provide notice to both parties if the PII is subject to unauthorized access, use,
18 disclosure, modification or destruction; however, all additional communications from the Settlement
19 Administrator regarding the scope, circumstances, and substance shall be communicated solely to
20 Defendant.

21 52. The Settlement Administrator shall send a Notice to each Class Member by first class
22 mail within fourteen (14) calendar days of receipt of the Class Member List pursuant to Paragraph 50.
23 Prior to mailing the Notice, the Settlement Administrator shall update the addresses of the Class
24 Members by reference to the National Change of Address Database maintained by the United States
25 Postal Service. If a Notice is returned as non-deliverable but with a forwarding address, the Settlement
26 Administrator shall resend the Notice to the forwarding address. If a Notice is returned as non-
27 deliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip
28 trace to locate the most current address of the person to whom the Notice was addressed, and shall

1 resend within five (5) calendar days the Notice to any updated address. Upon completion of these
2 steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice to the
3 affected Class Members.

4 53. The Settlement Administrator shall provide to the Court, concurrently with Plaintiffs'
5 Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to the
6 mailing of the Notices.

7 54. The Settlement Administrator shall also be responsible for:

- 8 a. Mailing the Notice as directed by the Court;
- 9 b. Consulting with counsel for the Parties concerning any relevant issue, including
10 (without limitation) the estimated amounts of approximate Individual Settlement
11 Payments, PAGA Member Payments, and the acceptance of any late or deficient
12 disputes;
- 13 c. Keeping track of timely and proper requests for exclusion;
- 14 d. Calculation of the Individual Settlement Payments, PAGA Member Payments, and the
15 PAGA Payment to the LWDA;
- 16 e. Providing weekly status reports to counsel for the Parties, including: (a) the number of
17 Notices mailed (including information regarding undeliverable Notices); (b) the
18 number of disputes received (and sending copies of said disputes); (c) the number of
19 objections received; and, (d) the number of requests for exclusion received;
- 20 f. Notifying Counsel for Defendant of the wiring instructions to fund the Settlement
21 Amount as approved by the Court;
- 22 g. Preparing the checks containing the Individual Settlement Payments;
- 23 h. Distributing and paying the Incentive Award, Individual Settlement Payments, PAGA
24 Member Payments, the PAGA Payment to the LWDA, and fees and costs awarded to
25 Class Counsel;
- 26 i. Issuing tax forms and addressing employer and employee-side payroll taxes as
27 described in Paragraph 47; and
28

- j. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members.

REQUESTS FOR EXCLUSION

55. Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The request need not be in any particular form and will be considered a valid request for exclusion so long as it communicates a clear desire by the Settlement Class Member not to be included in the Settlement and/or Settlement Class, and identifies his/her/their full name and date of birth, and current address along with his/her/their signature. No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

56. Any Class Member who validly excludes himself/herself/themselves from this Settlement shall not be bound by this Settlement Agreement and shall not be entitled to any portion of the Net Settlement Amount.

57. If five percent (5%) or more of the Class Members opt out of the Settlement by submitting valid and timely requests for exclusion, Defendant shall have the sole and absolute discretion to rescind/void the Settlement Agreement within twenty (20) days after receiving from the Settlement Administrator the final list of requests for exclusion. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.

OBJECTIONS TO THE SETTLEMENT

1 58. Each Class Member shall have forty-five (45) calendar days from the mailing of the
2 Notice, or such number of days as the Court shall specify, within which to postmark an objection, for
3 return to the Settlement Administrator. Any Class Member who does not affirmatively opt-out of the
4 Settlement by submitting a valid and timely request for exclusion, may object to the approval of class
5 action settlement (“Objecting Class Member”). Any Class Member who makes a timely request for
6 exclusion has waived their right to object. The Objecting Class Member shall inform the Court and
7 the Parties in the objection of (1) full name and current address of the Objecting Class Member; and
8 (2) the specific reason(s) for the objection; and (3) shall also provide any and all evidence and
9 supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be
10 considered by the Court. Any Objecting Class Member who wishes to appear at the Final Approval
11 Hearing and be heard orally in support of, or in opposition to the class action settlement, must state so
12 in the objection. Class Members shall have no right to object to the PAGA release or PAGA Payment.

13 59. Any Class Member who fails to timely submit an objection shall be foreclosed from
14 making any objection to this Settlement or from filing an appeal of the Court’s Final Order and
15 Judgment unless otherwise ordered by the Court.

16 60. Counsel for the Parties shall file any response to the objections submitted by Objecting
17 Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

18 61. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
19 Class Members to submit written objections to the Settlement or to appeal from the Court’s Final
20 Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such
21 objections to this Settlement.

22 **RELEASE OF CLAIMS BY CLASS REPRESENTATIVE, SETTLEMENT CLASS**
23 **MEMBERS, AND PAGA MEMBERS**

24 62. Release of All Settled Claims. Upon the Effective Date, the claims released by the
25 Settlement Class Members and Plaintiffs will include all claims that were alleged or could have been
26 alleged, known or unknown, including those arising out of or based on the same or similar facts, in
27 the Complaints and First Amended Complaints filed by Plaintiffs in the Fulinara Matter and the
28 Soliven Matter and/or any PAGA letter sent to the LWDA by Plaintiffs prior to or during the Action

1 and which could have been alleged against the Released Parties for work performed during the Class
2 Period, including the following:

- 3 a. The Claims set forth in the Action, specifically, (1) Failure to Pay Wages for All Time
4 Worked at Minimum Wage (LC §§ 204, 223, 558, 558.1, 1194, 1997); (2) Failure to
5 Pay Proper Overtime Wages for Daily Overtime Hours Worked and All Hours Worked
6 (LC §§ 204, 510, 558, 558.1 1194, 1198); (3) Failure to Authorize or Permit Meal
7 Periods and Pay Meal Period Premium Wages at the Regular Rate of Pay (LC §§ 512,
8 226.7); (4) Failure to Authorize or Permit Rest Periods (LC § 226.7); (5) Failure to
9 Provide Complete and Accurate Wage Statements (LC §§ 226, 1174, 1174.5); (6)
10 Failure to Timely Pay all Earned Wages and Final Paychecks Due at Time of
11 Separation of Employment (LC §§ 201-203); (7) Failure to Reimburse Business
12 Expenses (LC § 2802); (8) Unfair Business Practices (Business & Professions code §§
13 17200 et seq.); and (9) Violation of the California Private Attorneys General Act of
14 2004 (Labor Code § 2698, et seq.), including those claims set forth in Plaintiff Soliven's
15 Letter to the Labor & Workforce Development Agency for alleged violations of Labor
16 Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 551,
17 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the IWC Wage
18 Orders generally, as well as any and all other claims under California common law, the
19 California Labor Code including but not limited to the Private Attorneys General Act,
20 California Industrial Welfare Commission Wage Orders, and the California Business
21 and Professions Code alleged in or that could have been alleged under the same or
22 similar facts, allegations and/or claims pleaded in the Actions ("Released Claims"). All
23 federal claims, including but not limited to claims under the Fair Labor Standards Act,
24 shall likewise be released, and shall be barred by the settlement by virtue of res judicata,
25 in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9th Cir.
26 2018).

27 63. Release of PAGA Claims. Upon the Effective Date, Plaintiffs and the PAGA Members
28 hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised,

1 relinquished and discharged any and all of the Released Parties of and from any and all PAGA claims
2 predicated on the facts and/or claims alleged, or that could have been alleged, in the Action and/or any
3 PAGA letter sent to the LWDA by Plaintiffs or in any way premised in whole or in part on any of the
4 Class Released Claims set forth above in Paragraph 62 that arose at any time during the PAGA Period.
5 The PAGA Members will be issued a check for their share of the PAGA Payment and will not have
6 the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set
7 forth in this Paragraph. The PAGA Members are bound by the release of the PAGA Claims regardless
8 of whether they cash or deposit their PAGA Member Payment.

9 64. Release of Claims by Class Representatives. Upon the Effective Date, and as a
10 condition of receiving any portion of the Incentive Award, the Class Representatives, for themselves
11 only, agree to the additional following General Release: In consideration of Defendant's promises
12 and agreements as set forth herein, the Class Representatives each hereby fully release the Released
13 Parties from any and all Class Released Claims and also generally release and discharge the Released
14 Parties from any and all any claims for wages, bonuses, severance pay, vacation pay, penalties,
15 employment benefits, stock options, violation of any personnel or employment policy, any claims
16 based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of
17 any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant
18 of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory
19 of retaliation, any legal restriction on Defendant's right to terminate the employment relationship, or
20 any federal, state, or other governmental statute, executive order, regulation or ordinance, or common
21 law, or any other basis whatsoever, to the fullest extent provided by law. Class Representatives shall
22 be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished
23 to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the
24 California Civil Code, or any other similar provision under federal or state law that purports to limit
25 the scope of a general release. Class Representatives each have read Section 1542 of the Civil Code
26 of the State of California, which provides as follows:

27 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
28 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

1 **RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
2 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
3 **DEBTOR OR RELEASED PARTY.**

4 The Class Representatives understand that Section 1542 gives the right not to release existing claims
5 of which they are not now aware, unless the Class Representative voluntarily chooses to waive this
6 right. Having been so apprised, the Class Representatives nevertheless each voluntarily waive their
7 respective rights described in Section 1542, and elect to assume all risks for claims that now exist in
8 their favor, known or unknown. The release of the claims of the Class Representatives as set forth in
9 this Paragraph is a condition precedent to enforcement of this Stipulation of Settlement.

10 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION**

11 65. For settlement purposes only, the Parties agree that the Class as defined in Paragraph 3
12 herein, and which will run through the date the Court grants preliminary approval or May 31, 2021,
13 whichever date is earlier, may be certified in the Action. The Parties are not certifying any PAGA
14 claims. In support of this Agreement, Plaintiffs will request that the Court certify for settlement
15 purposes the Class as to all non-PAGA claims that have been asserted, to which Defendant shall not
16 oppose or object.

17 66. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in
18 support of Plaintiffs' Motion for Preliminary Approval and for determination by the Court as to
19 whether the proposed Settlement is within the range of possible judicial approval. Promptly upon
20 execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of an
21 order substantially in the following form:

- 22 a. Preliminarily approving the Settlement subject only to the objections of the Class
23 Members and final review by the Court;
- 24 b. Certifying the Settlement Class as contemplated by Paragraph 65 above;
- 25 c. Approving the Class Notice attached hereto as Exhibit A;
- 26 d. Directing the mailing of the Notice by first class mail to the Class Members and PAGA
27 Members; and

e. Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Incentive Awards should be finally approved as fair, reasonable and adequate as to the Settlement Class Members and for approval of the PAGA Settlement.

67. The Parties will work cooperatively to mutually agree upon the form and content of the Notice, as well as the Proposed Order Granting Preliminary Approval.

68. Class Representatives and Class Counsel will not make any disclosure to third parties of the Settlement until after the filing of the motion for preliminary approval of the Settlement. Class Representatives and Class Counsel represent that they have not made any such disclosure. Class Representatives and Class Counsel shall not encourage any Class Members to opt-out. Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of, and will encourage them to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and Class Representatives agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements, or publicize the fact or the terms of this Settlement on any website.

DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL

69. Following final approval by the Court of the Settlement provided for in this Stipulation of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in approximately the following form and with input from Defendant's Counsel: Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions including the approval of Class Counsel's application for an award of attorneys' fees and costs and the Incentive Award to the Class Representatives. The Parties will work cooperatively to mutually agree upon the form and content of the Proposed Order Granting Final Approval of the Class Settlement and Approval of the PAGA Settlement and Judgment.

VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED

70. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiffs or Defendant may terminate this Settlement if after submitting the settlement for approval to the Court,

1 the Court declines to enter the preliminary approval order, the final approval order, or judgment in
2 substantially the form submitted by the Parties, or if the Stipulation of Settlement as agreed does not
3 become final because of appellate court action. The terminating Party shall give to the other Party
4 (through counsel) written notice of its decision to terminate no later than fourteen (14) calendar days
5 after receiving notice that one of the enumerated events has occurred. Termination shall have the
6 following effects:

- 7 (a) The Stipulation of Settlement shall be terminated and shall have no force or effect, and
8 no Party shall be bound by any of its terms.
- 9 (b) In the event the Settlement Agreement is terminated, Defendant shall have no
10 obligation to make any payments to any party, Settlement Class Member, PAGA
11 Member or Class Counsel.
- 12 (c) The preliminary approval order, final approval order and judgment shall be vacated.
- 13 (d) The Stipulation of Settlement and all negotiations, statements and proceedings relating
14 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall
15 be restored to their respective positions prior to the Settlement.
- 16 (e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any
17 ancillary documents, actions, statements or filings in furtherance of settlement
18 (including all matters associated with the mediation) shall be admissible or offered into
19 evidence in the Action or any other action for any purpose whatsoever.

20 **PARTIES' AUTHORITY**

21 71. The signatories hereto hereby represent that they are fully authorized to enter into this
22 Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

23 **MUTUAL FULL COOPERATION**

24 72. The Parties agree to fully cooperate with each other to accomplish the terms of this
25 Stipulation of Settlement, including, but not limited to, execution of such documents and taking of
26 such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.
27 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts
28 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by

1 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth
2 herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall
3 take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

4 73. The Parties and their respective counsel agree that they will not attempt to encourage
5 or discourage Class Members from filing requests for exclusion.

6 **NO PRIOR ASSIGNMENTS**

7 74. The Parties and their respective counsel represent, covenant and warrant that they have
8 not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
9 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
10 or right herein released and discharged except as set forth herein.

11 **NO ADMISSION**

12 75. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to
13 be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of
14 any Released Party. Each of the parties hereto has entered into this Stipulation of Settlement solely
15 with the intention to avoid further disputes and litigation with the attendant inconvenience and
16 expenses.

17 **BREACH AND ENFORCEMENT ACTIONS**

18 76. The Parties will jointly request that the Court retain jurisdiction pursuant to California
19 Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of
20 a breach of this Settlement, the non-breaching Party shall provide notice to the breaching party and
21 request that the breaching party cure any alleged breach. If the breach is not cured within thirty (30)
22 days of said notice, the non-breaching party may pursue legal action or other proceeding against any
23 other breaching party or parties to enforce the provisions of this Stipulation of Settlement or to declare
24 rights or obligations under this Stipulation of Settlement. In the event of such enforcement actions,
25 the successful party or parties shall be entitled to recover from the unsuccessful party or parties
26 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
27 enforcement actions. All such disputes shall be resolved by the Court.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

To Plaintiff, the Settlement Class and Class Counsel:

To Defendant and Defendant's Counsel:

CONSTRUCTION

CAPTIONS AND INTERPRETATIONS

LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, CA 90071
213 443 4100

1 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not
2 merely a recital.

3 **MODIFICATION**

4 80. This Stipulation of Settlement may not be changed, altered or modified, except in
5 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement
6 may not be discharged except by performance in accordance with its terms or by a writing signed by
7 the Parties hereto.

8 **INTEGRATION CLAUSE**

9 81. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein
10 by reference, contain the entire agreement between the Parties relating to the settlement and transaction
11 contemplated hereby, and all prior or contemporaneous agreements, understandings, representations
12 and statements, whether oral or written and whether by a Party or such Party's legal counsel, are
13 merged herein. No rights hereunder may be waived except in writing.

14 **BINDING ON ASSIGNS**

15 82. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
16 Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

17 **CLASS MEMBER SIGNATORIES**

18 83. It is agreed that because the Class Members are so numerous, it is impossible or
19 impractical to have each member execute this Stipulation of Settlement. The Class Notice, Exhibit
20 "A" hereto, will advise the Class Members of the binding nature of the release, and the release shall
21 have the same force and effect as if this Stipulation of Settlement were executed by each member.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

COUNTERPARTS

84. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

Dated: April¹⁶____, 2021



Eddie Fulinara
Plaintiff and Class/PAGA Representative

Dated: April¹⁵____, 2021



Steven Soliven
Plaintiff and Class/PAGA Representative

Dated: April ____ , 2021

Defendant GenMark Diagnostics, Inc.

By: _____

Title: _____

APPROVED AS TO FORM AND CONTENT:

Dated: April 21, 2021



Douglas Han
Shunt Tatavos-Gharajeh
Counsel for Plaintiffs, Putative Class and Aggrieved
Employees pursuant to Private Attorneys General Act

Dated: April ____ , 2021

Stacey E. James
Noah J. Woods
Counsel for Defendant
GenMark Diagnostics, Inc.

COUNTERPARTS

84. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

Dated: April ____, 2021

Eddie Fulinara
Plaintiff and Class/PAGA Representative

Dated: April ____, 2021

Steven Soliven
Plaintiff and Class/PAGA Representative

Dated: April 15, 2021



Defendant GenMark Diagnostics, Inc.

By: ERIC STIER

Title: SVP & GENERAL COUNSEL

APPROVED AS TO FORM AND CONTENT:

Dated: April ____, 2021

Douglas Han
Shunt Tatavos-Gharajeh
Counsel for Plaintiffs, Putative Class and Aggrieved
Employees pursuant to Private Attorneys General Act

Dated: April 21, 2021



Stacey E. James
Noah J. Woods
Counsel for Defendant
GenMark Diagnostics, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is arivera@justicelawcorp.com

On April 27, 2021, I served the foregoing document described as

**JOINT STIPULATION AND SETTLEMENT AGREEMENT OF CLASS ACTION AND
PAGA CLAIMS**

for the following case: **Fulinara v. Genmark Diagnostics, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-770277-20**
Court Case No.: 37-2019-00000877-CU-OE-CTL
San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 27, 2021, at Pasadena, California.



Allana Rivera