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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

SEAN CLARK and SAMUEL GRAVES, individuals, on behalf of themselves and on behalf of all persons similarly situated, Plaintiffs, vs. QUEST DIAGNOSTICS INCORPORATED, a Corporation; and Does 1 through 50, Inclusive, Defendants.	**CASE NO.: CIVDS2018707** **[PROPOSED] PRELIMINARY APPROVAL ORDER** Hearing Date: October 30, 2026 Hearing Time: 8:30 a.m. Judge: Hon. Kevin C. Lee Dept: S-26 Date Filed: September 15, 2020 Trial Date: Not set

This matter came before the Honorable Kevin C. Lee of the Superior Court of the State of California, in and for the County San Bernardino, on October 30, 2026, for hearing on the unopposed motion by Plaintiffs Sean Clark and Samuel Graves ("Plaintiffs") for preliminary approval of the Settlement with Defendant Quest Diagnostics Incorporated ("Defendant"). The

Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Agreement") attached as Exhibit #1 to the Declaration of Kyle Nordrehaug submitted in support of the motion. This is based on the Court's determination that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. The Gross Settlement Amount that Defendant shall pay is One Million Seven Hundred Fifty Thousand Dollars ($1,750,000). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

5. The Agreement provides for an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed $49,000, and proposed Class Representative Service Payments to Plaintiffs in an amount not to exceed $15,000 each. The Court will not approve the amounts of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting these requests, including lodestar, prior to final approval.

6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to representative treatment and certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the Class as follows: "all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California during the Class Period (October 1, 2021 to October 1, 2025[1]), except that Route Sales Representatives ("RSRs") shall not be part of the class for any periods that they were classified as being in the RSR role."

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of Plaintiffs are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and Plaintiffs are adequate representatives of the Class.

8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel

[1] Subject to Defendant's election under Agreement Section 3.3

for the Class.

9. The Agreement provides for $50,000 PAGA Penalties out of the Gross Settlement Amount, of which $37,500 shall be allocated to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and $12,500 to the Aggrieved Employees. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California during the PAGA Period (October 1, 2021 through October 1, 2025), except that Route Sales Representatives ("RSRs") shall not be part of the group for any periods that they were classified as being in the RSR role. Pursuant to Labor Code section 2699, subdivision (s)(2), the LWDA has been provided notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

10. The Court hereby approves, as to form and content, the Class Notice attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement, of the Class Members' right to be excluded from the Class by submitting a written opt-out request, and of each member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect address, the Administrator will promptly search for a more current address for the Class Member and re-mail the Class Notice Packet to any new address for the Class Member no later than three (3) days after the receipt of the undelivered Class Notice.

11. The Court hereby appoints Simpluris as the Administrator. No later than thirty (30 days after this Order, Defendant will provide the Class Data to the Administrator. The Administrator will perform address updates and verifications as necessary prior to the first mailing.

Using best efforts to mail it as soon as possible, and in no event later than thirty (30) days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S. Mail to their last known address.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked no later than sixty (60) calendar days after the date of the mailing of the Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response Deadline for requests for exclusion will be extended an additional fourteen (14) days. Any such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A request for exclusion may only opt out that particular individual, and any attempt to affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed invalid. If a Class Member who submits a Request for Exclusion is also an Aggrieved Employee, they will still be paid an Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims.

13. Any Class Member who has not opted out may appear at the Final Approval Hearing and may object or express the Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. Class Members will have until the Response Deadline to submit their written objections to the Administrator. If a Class Notice Packet is re-mailed, the Response Deadline for written objections will be extended by an additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

14. A final approval hearing shall be held before this Court on April 16, 2026 at 8:30 a.m. in Department S-26 at the San Bernardino County Superior Court to hear the motion for final approval and for attorneys' fees and costs, and to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, service awards, and the fees and expenses of the Administrator. All papers in support of the motion for final approval shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing and the motion shall be heard at this final approval hearing.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage. Nothing in this Order modifies or limits Defendant's rights under Section 6.12 of the Agreement.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and

the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

18. The Action is otherwise stayed, and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

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HON. KEVIN C. LEE
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA