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ANTECH DIAGNOSTICS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

KEVIN LOR, individually, and on behalf of
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA");

Plaintiffs,

vs.

ANTECH DIAGNOSTICS, INC., a California
corporation; and DOES 1 through 100, inclusive;

Defendants.

CASE NO. 34-2020-00282790

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE**

Complaint Filed: 08.04.20
Trial Date: None Set

1 This Joint Stipulation of Class Action Settlement and Release (hereinafter “Stipulation of
2 Settlement” or “Settlement”) is made and entered into by and between Plaintiff KEVIN LOR
3 (“Plaintiff”) on behalf of themselves and the Settlement Class (as defined below) and ANTECH
4 DIAGNOSTICS, INC. (“Defendant”).

5 This Stipulation of Settlement shall be binding on Plaintiff and those persons they seek to
6 represent, and on Defendant and its all past, present and future parent companies, subsidiaries and
7 affiliate including, without limitation, any corporation, limited liability company, partnership, trust,
8 foundation and non-profit entity which controls, is controlled by, or is under common control with
9 Defendant, including, but not limited to, the past, present and future shareholders, directors,
10 officers, agents, employees, attorneys, insurers, member, partner, manager, contractor, agent,
11 consultant, representative, administrator, fiduciary, benefit plan, transferee, predecessors,
12 successors and assigns of any of the foregoing, and any individual or entity which could be jointly
13 liable with any of the foregoing, and their respective counsel, subject to the terms and conditions
14 hereof and the Court’s approval.

15 THE PARTIES STIPULATE AND AGREE as follows:

- 16 1. Plaintiff and Defendant are collectively referred to herein as “the Parties.”
- 17 2. On August 4, 2020, Plaintiff Lor filed a complaint for a representative action for
18 Civil Penalties for Violation of Labor Code section 2698 *et seq.* (Private Attorneys General Act of
19 2004) against Defendant in the Sacramento County Superior Court in the State of California.
20 Defendant filed an answer to the complaint denying all material allegations and asserting
21 affirmative defenses. On February 22, 2021, a stipulation and order to file a First Amended Class
22 Action Complaint was filed with the Court, and on February 24, 2021, the Court signed the order
23 granting the parties’ stipulation. On March 2, 2021, Plaintiff Lor filed the First Amended Class
24 Action Complaint pursuant to the Parties’ stipulation and the Court’s order. The terms “Action” or
25 “Complaint” refer to Plaintiff Lor’s First Amended Complaint. On _____, 2021, Defendant filed
26 an answer to the First Amended Complaint denying all material allegations and asserting
27 affirmative defenses.
- 28 3. Plaintiff Lor’s First Amended Class Action Complaint alleges: (1) violation of

1 California Labor Code sections 510 and 1198 (Unpaid Overtime); (2) violation of California
2 Labor Code section 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) violation of California
3 Labor Code section 226.7 (Unpaid Rest Period Premiums); (4) violation of California Labor Code
4 section 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) violation of California Labor
5 Code section 201 and 202 (Final Wage Not Timely Paid); (6) violation of California Labor Code
6 section 226(a) (Non-Compliant Wage Statements); (7) Violation of California Labor Code
7 section 2800 and 2802 (Unreimbursed Business Expenses); (8) Violation of California Labor
8 Code section 2698, *et seq.* (Private Attorneys General Act of 2004); and (9) violation of
9 California Business & Professions Code sections 17200 *et seq.*

10 4. Plaintiff Lor has not filed a motion for class certification in this action, nor has a
11 date been set by the Court for the filing of such a motion.

12 5. This Action has been actively litigated. There have been on-going investigations,
13 and there has been an exchange of extensive documentation and information.

14 6. For purposes of this Settlement, the “Settlement Class” shall consist of all persons
15 who are or have been employed by Defendant in the State of California as hourly workers from
16 August 4, 2016 through April 30, 2021 or the preliminary approval of the Settlement, whichever
17 date is earlier (individually referred to as “Class Member”). The Class Period is from August 4,
18 2016 through April 30, 2021 or the date of preliminary approval of the Settlement, whichever
19 occurs first (the “Class Period”). The Settlement Class shall not include any person who
20 previously settled or fully released all of the claims covered by this Settlement, any person who
21 previously was paid or received awards through civil or administrative actions for the claims
22 covered by this Settlement, or any person who opts out by submitting a timely and valid Request
23 for Exclusion as provided in this Settlement.

24 7. Solely for purpose of settling this case, the Parties stipulate and agree that the
25 requisites for establishing class certification with respect to the Settlement Class have been met
26 and are met. More specifically, the Parties stipulate and agree that:

27 a. The Settlement Class is ascertainable and so numerous as to make it
28 impracticable to join all Class Members.

1 b. There are common questions of law and fact including, but not limited to,
2 the following:

3 i. Whether Defendant's failure to pay wages, without abatement or
4 reduction, in accordance with the California Labor Code, was willful;

5 ii. Whether Defendant had a pattern and practice of failing to pay their
6 hourly-paid or non-exempt employees with the State of California for all hours worked, missed
7 (short, late interrupted, and/or missed altogether) meal periods and rest breaks in violation of
8 California law;

9 iii. Whether Defendant required Plaintiff and the other class members
10 to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the
11 legally required overtime compensation to Plaintiff and the other class members;

12 iv. Whether Defendant properly calculated the regular rate for Plaintiff
13 and other class members who worked overtime and earned incentive pay;

14 v. Whether Defendant deprived Plaintiff and the other class members
15 of meal and/or rest periods or required Plaintiff and the other class members to work during meal
16 and/or rest periods without compensation;

17 vi. Whether Defendant failed to pay minimum wages to Plaintiff and
18 the other class members for all hours worked;

19 vii. Whether Defendant failed to pay all wages due to Plaintiff and the
20 other class members within the required time upon their discharge or resignation;

21 viii. Whether Defendant complied with wage reporting as required by
22 the California Labor Code, including, inter alia, section 226;

23 ix. Whether Defendant failed to reimburse Plaintiff and the other class
24 members for necessary business-related expenses and costs;

25 x. Whether Defendant's conduct was willful or reckless;

26 xi. Whether Defendant engaged in unfair business practices in
27 violation of California Business & Professions Code section 17200, *et seq.*;

28 xii. The appropriate amount of damages, restitution, and/or monetary

1 penalties resulting from the Defendant's violation of California law; and

2 xiii. Whether Plaintiff and the other class members are entitled to
3 compensatory damages pursuant to the California Labor Code.

4 c. Plaintiff believes his claims are typical of the claims of the members of the
5 Settlement Class.

6 d. Plaintiff believes Plaintiff Lor will fairly and adequately protect the
7 interests of the Settlement Class, and that JUSTICE LAW CORPORATION should be "Class
8 Counsel," and will fairly and adequately protect the interests of the Settlement Class.

9 e. The prosecution of separate actions by individual members of the
10 Settlement Class would create the risk of inconsistent or varying adjudications, which would
11 establish incompatible standards of conduct.

12 f. With respect to the Settlement Class, Plaintiff believes that questions of
13 law and fact common to the members of the Settlement Class predominate over any questions
14 affecting any individual member in such Class, and a class action is superior to other available
15 means for the fair and efficient adjudication of the controversy.

16 8. Defendant denies any liability or wrongdoing of any kind whatsoever, and further
17 denies that, for any purpose other than settling this Action, this Action is appropriate for class or
18 representative treatment. With respect to Plaintiff's claims, Defendant contends, among other
19 things, that it complied with all applicable state, federal and local laws affecting Plaintiff and the
20 Settlement Class.

21 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
22 discharge all disputes and claims arising from or related to the Action. To achieve a full and
23 complete release of Defendant, each Class Member acknowledges that this Stipulation of
24 Settlement is intended to include all claims based on the factual allegations made in the Action
25 and which could have been made based on the factual allegations in the Action and all Released
26 Claims against all Released Parties (as those terms are defined herein) under any federal, state or
27 local law, including any such claims which the Class Member does not know or suspect to exist
28 in his or his favor against Defendant as of the date of the Court's final approval of this Settlement.

1 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute
2 a full and complete settlement and release of all claims arising from the allegations of this class
3 action case against Defendant, which release includes in its effect all past, present and future
4 parent companies, subsidiaries and affiliates including, without limitation, any corporation,
5 limited liability company, partnership, trust, foundation and non-profit entity which controls, is
6 controlled by, or is under common control with Defendant, including, but not limited to, the past,
7 present and future shareholders, directors, officers, agents, employees, attorneys, insurers,
8 member, partner, manager, contractor, agent, consultant, representative, administrator, fiduciary,
9 benefit plan, transferee, predecessors, successors and assigns of any of the foregoing, and any
10 individual or entity which could be jointly liable with any of the foregoing.

11 11. Counsel for the Settlement Class have conducted a thorough investigation into the
12 facts of this Action, and have diligently pursued an investigation of Class Members' claims
13 against Defendant. Based on their own independent investigation and evaluation, Class Counsel
14 are of the opinion that the Settlement with Defendant for the consideration and on the terms set
15 forth in this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest
16 of the Settlement Class in light of all known facts and circumstances, including the risk of
17 significant delay, the risk the Settlement Class will not be certified by the Court, defenses asserted
18 by Defendant, and numerous potential appellate issues. Defendant and Defendant's counsel also
19 agree that the Settlement is fair and in the best interest of the Parties.

20 12. The Parties agree to cooperate and take all steps necessary and appropriate to
21 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
22 Settlement.

23 13. This Settlement requires Defendant to pay Settlement Awards (defined below)
24 according to a specified formula to all participating Class Members. The maximum total payment
25 under the Settlement is up to Eight Hundred Fifty Thousand Dollars (\$850,000.00), including the
26 Settlement Awards, the attorneys' fees and costs to Class Counsel, the Enhancement Award to
27 the Class Representative, the settlement administration expenses, the penalty payment to the
28 Labor and Workforce Development Agency ("LWDA"), the employer's share of payroll taxes

1 for the wage portion of the Settlement Awards and any other payments provided by the
2 Settlement. It is understood and agreed that Defendant's maximum total liability under the
3 Settlement shall not exceed \$850,000.00. It is further understood and agreed that Defendant shall
4 have no obligation to pay any person, entity or organization more than the amount of its maximum
5 total liability under the Settlement.

6 TERMS OF SETTLEMENT

7 14. NOW THEREFORE, in consideration of the mutual covenants, promises and
8 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

9 a. It is agreed by and among Plaintiff and Defendant that this Action and any
10 claims, damages or causes of action arising out of the disputes which are the subject of this
11 Action, be settled and compromised as between the Settlement Class and Defendant, subject to
12 the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

13 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
14 shall become effective when all of the following events have occurred: (i) this Stipulation of
15 Settlement has been executed by all Parties and by counsel for the Class and Defendant; (ii) the
16 Court has given preliminary approval to the Settlement; (iii) the notice has been given to the
17 Settlement Class, providing them with an opportunity to opt out of the Settlement; (iv) the Court
18 has held a final fairness hearing and entered a final order and judgment certifying the Settlement
19 Class and finally approving this Stipulation of Settlement; and (v) in the event there are written
20 objections filed prior to the formal fairness hearing which are not later withdrawn, the later of the
21 following events: when the period for filing any appeal, writ or other appellate proceeding
22 opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding
23 having been filed; or any appeal, writ or other appellate proceeding opposing the Settlement has
24 been dismissed finally and conclusively with no right to pursue further remedies or relief; or any
25 appeal, writ or other appellate proceeding has upheld the Court's final order with no right to
26 pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement
27 shall not become effective until the Court's order approving the Settlement is completely final,
28 and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1 It is further agreed by the Parties that this Settlement will not become effective if Defendant,
2 contrary to Paragraph 13 above, is required to pay more than the total amount of its maximum
3 total liability under the Settlement as set forth in Paragraph 13 under any circumstances. It is
4 further agreed by and between the Parties that this Settlement shall not become effective, and
5 Defendant shall not have any obligation (monetary or otherwise) under the terms of this
6 Settlement, unless and until any objections, writs and/or appeals, and any rights of appeal with
7 respect to any objections or the judgment, have been finally exhausted and resolved upholding
8 the terms of this Settlement.

9 c. Maximum Settlement Amount and Net Settlement Amount: To implement
10 the terms of this Settlement, Defendant agrees to pay up to Eight Hundred Fifty Thousand Dollars
11 (\$850,000.00) ("Maximum Settlement Amount"). Under no condition will Defendant's aggregate
12 liability exceed the Maximum Settlement Amount. The Parties agree the Maximum Settlement
13 Amount will be distributed to the participating Class Members on a claims-made basis with a
14 minimum of fifty percent (50%) of the Net Settlement Amount paid out to Class Members who
15 submit claims. At no time shall Defendant have the obligation to segregate the funds comprising
16 the Maximum Settlement Amount, and Defendant shall retain exclusive authority over and
17 responsibility for those funds subject to the disbursement of funds necessary for the payment of
18 claims, approved attorneys' fees, approved attorneys' costs, approved Enhancement Award to the
19 Class Representatives, the settlement administration fees and expenses, the employer payroll taxes
20 for the wage portion of the Settlement Awards, and any other payments provided by this Settlement.
21 The Settlement Awards paid to Class Members, the attorneys' fees and costs to Class Counsel, the
22 Enhancement Award to the Class Representatives, the fees and expenses of the Settlement
23 Administrator, the employer's share of payroll taxes for the wage portion of the settlement award,
24 and any other payments provided by this Settlement, shall be paid out of the Maximum Settlement
25 Amount. The amount available for distribution to Class Members ("Net Settlement Amount") shall
26 be calculated by deducting from the Maximum Settlement Amount the following: (i) Class
27 Counsel's attorneys' fees and costs, (ii) the Enhancement Award of up to a maximum of Ten
28 Thousand Dollars (\$10,000), (iii) the PAGA civil penalty payment to the LWDA of Thirty Seven

1 Thousand Five Hundred Dollars (\$37,500); (iii) the fees and expenses of the Settlement
2 Administrator of up to Twenty Thousand Dollars (\$20,000); and (iv) the employer's share of payroll
3 taxes for the wage portion of the settlement award. Settlement Awards to the Class Members will
4 be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set
5 forth below. Defendant shall fund the settlement no later than twenty (20) calendar days of the
6 Effective Date of the Settlement.

7 i. Settlement Awards to Class Members: For purposes of determining
8 Settlement Awards to Class Members who do not exclude themselves from this Settlement,
9 Defendant will provide the Settlement Administrator with information from Defendant's records
10 showing the number of weeks worked ("workweeks") by all Class Members during the Class
11 Period. Workweeks will be calculated by the Settlement Administrator for each Class Member by
12 dividing the total days employed as a Class Member during the Class Period by seven. Defendant's
13 workweek data will be presumed to be correct, unless a particular Class Member proves otherwise
14 to the Settlement Administrator by credible written evidence. All workweek disputes will be
15 resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision
16 on all workweek disputes will be final and non-appealable. The amount to be paid per workweek
17 to eligible Class Members will be calculated by the Settlement Administrator by dividing the Net
18 Settlement Amount by the total number of workweeks for all Class Members; any person who opts
19 out of the Settlement is not a Class Member. In the event that fewer than 50% of the workweeks
20 are claimed by participating Class Members who submit valid, timely claim forms, the amount
21 claimed shall be grossed up to 50% of the Net Settlement Amount on a pro rata basis.

22 iii. Private Attorneys General Act Allocation: The Parties have agreed
23 to allocate \$50,000 to Plaintiff's claims under PAGA. Seventy-five percent (75%) of this amount,
24 or \$37,500.00, will be paid out of the Gross Settlement Fund to the Labor and Workforce
25 Development Agency ("LWDA") of the State of California. The remaining balance will remain
26 included in the Net Settlement Amount.

27 iv. Allocation of Settlement Awards: The Parties have agreed, based
28 on the allegations in the Action, that individual Settlement Awards payable to eligible Class

1 Members will be allocated from the Net Settlement Amount and paid as follows: twenty percent
2 (20%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; forty
3 percent (40%) will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will
4 issue; and forty percent (40%) will be allocated to alleged unpaid interest for which IRS Forms
5 1099-MISC will issue.

6 v. Settlement Awards Do Not Trigger Additional Benefits: All
7 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely
8 in the year in which such awards actually are received by the Class Members. It is expressly
9 understood and agreed that the receipt of such Settlement Awards will not entitle any Class
10 Member to additional compensation or benefits under any company bonus, contest or other
11 compensation or benefit plan or agreement in place during the period covered by the Settlement,
12 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching
13 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement
14 Awards provided for in this Agreement are the sole payments to be made by Defendant to the
15 Class Members in connection with this Settlement, and that the Class Members are not entitled
16 to any new or additional compensation or benefits as a result of having received the Settlement
17 Awards (notwithstanding any contrary language or agreement in any benefit or compensation
18 plan document that might have been in effect during the period covered by this Settlement).

19 vi. Attorneys' Fees and Litigation Costs: Subject to Court approval or
20 modification, Defendant further agrees to pay Class Counsel's attorneys' fees and litigation costs
21 as set forth in Paragraph 16 below.

22 vii. Class Representative: The Parties agree to the designation of
23 Plaintiff Kevin Lor as "Class Representative." Subject to Court approval, Defendant agrees to
24 pay Plaintiff Kevin Lor's Enhancement Award at no additional cost to the Released Parties, and
25 subject to Class Representative's execution of a separate and confidential general release of all
26 claims under California Code of Civil Procedure section 1542 prior to preliminary approval of
27 the Settlement. The Enhancement Award shall not exceed Ten Thousand Dollars (\$10,000) for
28 the Class Representative, and is in addition to any claimed individual Settlement Award to which

1 Plaintiff is entitled. The Enhancement Award is to be part of, and to be deducted from, the
2 Maximum Settlement Amount. The Settlement Administrator will issue an IRS Form 1099-
3 MISC for the Enhancement Award to Plaintiff for service as a Class Representative, and Plaintiff
4 will be responsible for correctly characterizing this compensation for tax purposes and for paying
5 any taxes on the amounts received. Should the Court approve an Enhancement Award to the Class
6 Representative in an amount less than that set forth above, the difference between the lesser
7 amount approved by the Court and the Enhancement Award set forth above shall be added to the
8 Net Settlement Amount.

9 viii. Settlement Administrator: The Settlement Administrator will be a
10 Settlement Administrator mutually agreed upon by the Parties and approved by the Court. All
11 Settlement Administrator's expenses shall be paid out of the Maximum Settlement Amount, and
12 shall not exceed \$20,000.00.

13 ix. Mailing of Settlement Awards: The Settlement Administrator will
14 cause the Settlement Awards to be mailed to the Class Members within thirty (30) calendar days
15 after the Effective Date as defined in Paragraph 14.

16 d. Enhancement Award to Plaintiff for his Service as Class Representative:
17 The Settlement Administrator will pay the Enhancement Award approved by the Court to
18 Plaintiffs within thirty (30) calendar days after the Effective Date as defined in Paragraph 14.

19 e. Defendant's Right to Rescission: If more than five percent (5%) of the
20 Settlement Class opts out of the Settlement Class by submitting valid and timely Requests for
21 Exclusion as set forth in the Notice of Proposed Class Action Settlement, Defendant shall have
22 the option to rescind and void the Settlement at its discretion, before final approval by the Court,
23 by providing written notice to Class Counsel at least fourteen (14) calendar days following the
24 opt-out deadline, provided the Settlement Administrator has previously furnished Defendant with
25 the number and percentage of valid and timely Requests for Exclusion. If Defendant exercises
26 this option, Defendant shall pay all costs of incurred by the Settlement Administrator incurred up
27 to that date.

28 SETTLEMENT ADMINISTRATION

1 15. The Parties agree to the appointment of Simpluris to perform the customary duties
2 of Settlement Administrator; provided, however, the Parties shall have the right to select or
3 substitute a different Settlement Administrator by mutual agreement and approval by the Court.
4 The Settlement Administrator will mail the Notice of Proposed Class Action Settlement to all
5 Class Members. The Settlement Administrator will calculate the workweeks and amounts due to
6 Class Members in accordance with this Stipulation of Settlement. The Settlement Administrator
7 shall report, in summary or narrative form, the substance of its findings. The Settlement
8 Administrator shall be granted reasonable access to Defendant's records to perform its duties. At
9 the request of Defendant, and upon receipt of funds from Defendant, the Settlement Administrator
10 will issue and send out Settlement Award checks to Class Members. Tax treatment of the
11 Settlement Awards will be as set forth herein, and in accordance with state and federal tax laws.
12 All disputes relating to the Settlement Administrator's performance of its duties shall be referred
13 to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions
14 of this Stipulation of Settlement until all payments and obligations contemplated by this
15 Stipulation of Settlement have been fully carried out.

16 ATTORNEYS' FEES AND LITIGATION COSTS

17 16. In consideration for settling this Action, in exchange for the release of claims by
18 the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees
19 to pay Class Counsel attorneys' fees not to exceed thirty-eight percent (38%) of the Maximum
20 Settlement Amount, or in other words up to Three Hundred Twenty-Three Thousand Dollars
21 (\$323,000), and actual costs not in excess of Twenty-Five Thousand Dollars (\$25,000) from the
22 Maximum Settlement Amount. Defendant will not object to Class Counsel's application for
23 attorneys' fees and litigation costs provided the application is in compliance with this Paragraph.
24 The amount set forth above will cover all work performed and all fees and costs incurred to date,
25 and all work to be performed and all fees and costs to be incurred in connection with the approval
26 by the Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining
27 the final judgment. Settlement Administrator may purchase an annuity to utilize US treasuries
28 and bonds or other attorney fee deferral vehicles for Class Counsel. Should Class Counsel request

1 a lesser amount, or should the Court approve a lesser amount for attorneys' fees and litigation
2 costs, the difference between the lesser amount and the maximum amount set forth above shall
3 be added to the Net Settlement Amount.

4 17. The attorneys' fees and litigation costs approved by the Court shall be paid to
5 Class Counsel within thirty (30) days after the Effective Date as defined in Paragraph 14.

6 NOTICE AND CLAIM FORM TO THE CLASS

7 18. A Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for
8 Final Court Approval ("Notice of Proposed Class Action Settlement") in substantially the form
9 attached hereto as **Exhibit A**, and as approved by the Court, shall be sent by the Settlement
10 Administrator to the Class Members by first class mail. Any returned envelopes from this mailing
11 with forwarding addresses will be used by the Settlement Administrator to forward the Notice to
12 the Class Members.

13 a. Within twenty (20) calendar days of preliminary approval of this Settlement
14 by the Court, Defendant shall provide to the Settlement Administrator a spreadsheet of the Class
15 Members' names, last-known home addresses, last-known home telephone numbers, Social
16 Security Numbers or Federal Employment Identification Numbers, and workweeks during the Class
17 Period ("Class Member Information"). Defendant shall make reasonable efforts to obtain Class
18 Member Information for employees who were assigned to work for Defendant by temporary
19 agencies or otherwise were temporary employees. The Parties agree the social security numbers
20 will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement
21 and will not be provided to Class Counsel at any time or in any form, except as may be specifically
22 necessary to address any issues with the claims process. Notwithstanding anything herein to the
23 contrary, neither the Settlement Administrator nor the Class Counsel will be entitled to receive
24 confidential information of Defendant (including non-public personal information of its
25 employees). To the extent Class Counsel possesses or comes to possess the Class Members' contact
26 information, Social Security Numbers and/or Federal Employment Identification Numbers, Class
27 Counsel shall return all such information (including copies and data or information derived
28 therefrom) within seven (7) calendar days from the date the Court grants final approval of the

1 Settlement, shall not retain copies of such information, and shall not maintain or use such
2 information for any purpose. The spreadsheet provided for above, shall be based on Defendant's
3 payroll and other business records and in a format acceptable to the Settlement Administrator.
4 Defendant agrees to consult with the Settlement Administrator prior to the production date to ensure
5 that the format will be acceptable to the Settlement Administrator. The Settlement Administrator
6 will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's
7 National Change of Address List; this check will be performed only once per Class Member by the
8 Settlement Administrator. Within thirty (30) calendar days after the Court's preliminary approval
9 of this Settlement, the Settlement Administrator will mail the Notice and Claim Form to Class
10 Members.

11 b. With the Notice of Proposed Class Action Settlement, the Settlement
12 Administrator shall mail a Claim Form in substantially the form hereto as **Exhibit B**. In order to
13 receive a Settlement Award, Class Members must return valid Claim Forms postmarked and mailed
14 to the Settlement Administrator no later than sixty (60) calendar days after the Settlement
15 Administrator mails the Notice to the Class Members. To be valid, the Class Member must sign
16 and date his/her Claim Form. All Class Members who do not submit valid, timely Claim Forms
17 shall not receive Settlement Awards, but shall be bound by the terms of this Settlement unless such
18 Class Member submit a valid, timely Request for Exclusion pursuant to the requirements of
19 Paragraph 21.

20 c. Notices returned to the Settlement Administrator as non-delivered during the
21 period for the filing of claims shall be resent to the forwarding address, if any, on the returned
22 envelope. If there is no forwarding address, the Settlement Administrator will do an NCOA check
23 and will skip-trace return mail and re-mail within three (3) business days of receipt using the Class
24 Member's social security number; this search will be performed only once per Class Member by
25 the Settlement Administrator. Upon completion of these steps by the Settlement Administrator,
26 Defendant and the Settlement Administrator shall be deemed to have satisfied their obligations to
27 provide the Notice of Pendency of Class Action and Settlement and Claim Form to the affected
28 member of the Settlement Class. The affected member of the Settlement Class shall remain a

1 member of the Settlement Class and shall be bound by all the terms of the Stipulation of Settlement
2 and the Court's Order and Final Judgment.

3 d. The Notice of Pendency of Class Action and Settlement shall also identify
4 the procedures for submitting a claim form, opting out of or objecting to the Settlement.

5 e. Class Counsel shall provide to the Court, at least sixteen (16) court days
6 before the final fairness hearing, an initial declaration by the Settlement Administrator of due
7 diligence and proof of mailing with regard to the mailing of the Notice of Proposed Class Action
8 Settlement.

9 19. Uncashed Settlement award checks will not be re-issued, except for good cause
10 and as mutually agreed upon by the Parties in writing. Any checks that remain uncashed after 180
11 days of issuance will be sent to the State of California State Controller's Unclaimed Wages Fund.

12 20. The Settlement Administrator will be responsible for making appropriate
13 deductions, calculating, reporting and issuing the employer payroll taxes on the Settlement
14 Awards, paying to Class Counsel any Court-approved attorneys' fees and litigation costs, paying
15 to the Class Representative any Court-approved Enhancement Award, meeting tax reporting
16 obligations, and for issuing the individual Settlement Awards to Class Members. Proof of
17 payment will be filed with the Court and provided to Class Counsel and Defendant's Counsel
18 within the time frame requested by the Court.

19 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

20 21. Opting Out of the Settlement. For those Class Members who do not wish to
21 participate in the Settlement, such Class Members may exclude themselves by submitting a timely
22 written request to the Settlement Administrator. The written request ("Request for Exclusion")
23 should state that he/she has received the Notice of Proposed Class Action Settlement, decided not
24 to participate in the Settlement, and words to the effect that he/she desires to be excluded from
25 the Settlement. The Request for Exclusion must also state the individual's full name, address,
26 date of birth, and generally the dates he/she was working as a non-exempt employee for
27 Defendant in California. The Request for Exclusion must be signed, dated and mailed by First
28 Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion

1 must be postmarked and mailed to the Settlement Administrator no later than sixty (60) calendar
2 days after the Settlement Administrator mails the Notice to the Class Members. Any individual
3 who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

4 22. Objecting to the Settlement. Any individual who does not exclude himself/herself
5 from the Settlement can object to the terms of the Settlement before the deadline to object to the
6 Settlement. To object, the individual must file a written objection and a notice of intention to
7 appear at the Final Approval hearing with the Settlement Administrator. Any written objection
8 must state each specific reason in support of the objection and any legal support for each
9 objection. The individual must state his/her full name, address, telephone number and the last
10 four digits of the individual's Social Security Number, and the dates he/she worked as a non-
11 exempt employee in California with Defendant. To be valid and effective, any objections to
12 approval of the Settlement must be delivered to the Settlement Administrator, Class Counsel and
13 counsel for Defendant no later than sixty (60) calendar days after the Settlement Administrator
14 mails the Notice to the Class Members. If the Court rejects the objection, the individual will be
15 bound by the terms of the Settlement.

16 RELEASES BY THE CLASSES

17 23. Effective upon the date of final approval by the Court of this Stipulation of
18 Settlement, and except as to such rights or claims as may be created by this Stipulation of
19 Settlement, the Settlement Class and each member of the Settlement Class who has not submitted
20 a valid Request for Exclusion, fully releases and discharges (i) Defendant, Antech Diagnostics, Inc.;
21 (ii) Vicar Operating, Inc.; (iii) VCA Inc.; (iv) Sound Technologies, Inc.; (v) each of Defendant's
22 respective past, present and future parents, subsidiaries and affiliates including, without limitation,
23 any corporation, limited liability company, partnership, trust, foundation and non-profit entity
24 which controls, is controlled by, or is under common control with Defendant Antech Diagnostics,
25 Inc., Vicar Operating, Inc., VCA Inc., and Sound Technologies, Inc.; (vi) the past, present and
26 future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners,
27 managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit
28 plans, transferees, predecessors, successors and assigns of any of the foregoing; and (vii) any

1 individual or entity which could be jointly liable with any of the foregoing, including, but not
2 limited to, temporary agencies (collectively “Released Parties”), from all claims based on the
3 factual allegations made in the Complaint and which could have been made based on the factual
4 allegations in the Complaint for the period August 4, 2016 through April 30, 2021 or preliminary
5 approval of the Settlement, whichever date is earlier. This includes but is not limited to: (1) all
6 claims for alleged failure to pay minimum wages, straight time, overtime, or double time wages,
7 failure to pay wages for off-the-clock work, and failure to pay other wages of any kind during
8 employment under Labor Code sections 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and
9 Industrial Welfare Commission (“IWC”) Order No. 5-2001; (2) failure to provide meal periods or
10 pay meal period premiums under Labor Code sections 512, 226.7, and IWC Wage Order No. 5-
11 2001; (3) failure to provide rest periods or pay rest period premiums under Labor Code section
12 226.7, and IWC Wage Order No. 5-2001; (4) failure to provide accurate and itemized wage
13 statements under Labor Code section 226; (5) untimely wages and waiting time penalties under
14 Labor Code sections 201, 202, 203, 204 and 210; (6) unreimbursed business expenses under Labor
15 Code sections 2800 and 2802; (7) violation of Business & Professions Code section 17200 *et seq.*
16 including, but not limited to, all claims for unfair, unlawful and harmful conduct to class members,
17 the general public and Defendants’ competitors and claims of unlawfully gaining an unfair
18 advantage over other businesses; (8) PAGA claims for civil penalties due to any Labor Code
19 violations by Defendant arising out of or related to events alleged in the complaint including, but
20 not limited to, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245, 246, 510, 512,
21 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800 and 2802, and IWC Wage Order
22 No. 5-2001; (9) penalties of any nature; (10) interest; (11) attorneys’ fees and costs; (12) and any
23 other claims arising out of or related to the respective Complaints filed in the Action during the
24 Class Period (collectively the “Released Claims”). In addition, as of the date of final approval by
25 the Court of this Stipulation of Settlement, the Class Representative and the Settlement Class, and
26 each member of the Settlement Class who has not submitted a valid Request for Exclusion, is
27 forever barred and enjoined from instituting or accepting damages or obtaining relief against the
28 Released Parties relating to the Released Claims.

1 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

2 24. Plaintiff shall promptly submit this Stipulation of Settlement to the Court in
3 support of Plaintiffs' Motion for Preliminary Approval and determination by the Court as to its
4 fairness, adequacy and reasonableness. Before filing, Plaintiffs agree to provide Defendant the
5 opportunity to review and approve Plaintiffs' Motion for Preliminary Approval. Promptly upon
6 execution of this Stipulation of Settlement, Plaintiff shall apply to the Court for the entry of an
7 order preliminarily approving the Settlement, substantially in the following form and as attached
8 hereto as **Exhibit C**:

9 a. Scheduling a fairness hearing on the question of whether the proposed
10 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and
11 the Class Representative's Enhancement Award should be finally approved as fair, reasonable
12 and adequate as to the members of the Settlement Class;

13 b. Certifying a Settlement Class, Plaintiff Kevin Lor as Class Representative,
14 and JUSTICE LAW CORPORATION as Class Counsel;

15 c. Approving as to form and content the proposed Notice of Proposed Class
16 Action Settlement and Claim Form;

17 d. Approving the manner and method for Class Members to request exclusion
18 from the Settlement as contained herein and within the Notice of Proposed Class Action
19 Settlement;

20 e. Directing the mailing of the Notice of Proposed Class Action Settlement
21 and Claim Form by first class mail to the Class Members;

22 f. Preliminarily approving the Settlement subject only to the objections of
23 Class Members and final review by the Court; and

24 g. Enjoining Plaintiff and all Class Members from filing or prosecuting any
25 other cases, claims, suits or administrative proceedings (including filing claims with the Division
26 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
27 the Released Claims unless and until such Class Members have filed valid Requests for Exclusion
28 with the Settlement Administrator and the time for filing claims with the Settlement

1 Administrator has elapsed.

2 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

3 25. Upon the Effective Date of the Settlement provided for in this Stipulation of
4 Settlement, Class Counsel will return to Defendant all company and employee documents, lists,
5 and electronic data in all forms and formats (originals and copies). Before filing, Plaintiff agrees
6 to provide Defendant the opportunity to review and approve Plaintiff's Motion for Final Approval
7 of Class Action Settlement. Class Counsel agrees to submit a proposed final order and judgment,
8 in substantially the form attached hereto as **Exhibit D**:

9 a. Approving the Settlement, adjudging the terms thereof to be fair,
10 reasonable and adequate, and directing consummation of its terms and provisions;

11 b. Approving Class Counsel's application for an award of attorneys' fees and
12 litigation costs;

13 c. Approving the Enhancement Award to the Class Representative; and

14 d. Entering judgment in accordance with California Rules of Court, Rule
15 3.769(h), dismissing this action on the merits and with prejudice and permanently barring and
16 enjoining all members of the Settlement Classes from prosecuting claims against the Released
17 Parties pursuant to Paragraphs 23 and 24 above, upon satisfaction of all payments and obligations
18 hereunder.

19 PARTIES' AUTHORITY

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

22 MUTUAL FULL COOPERATION

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

1 as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the
2 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
3 Court's final approval of this Stipulation of Settlement.

4 28. The Parties and their respective counsel agree that they will not encourage Class
5 Members to file Requests for Exclusion.

6 NO PRIOR ASSIGNMENTS

7 29. The Parties and their counsel represent, covenant and warrant that they have not
8 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
10 action or right herein released and discharged except as set forth herein.

11 NO ADMISSION

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

17 ENFORCEMENT ACTIONS

18 31. The Parties agree that the Sacramento County Superior Court shall retain
19 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure
20 section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes
21 any legal action or other proceeding against any other Party or Parties to enforce the provisions
22 of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of
23 Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful Party
24 or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees incurred
25 in connection with any enforcement actions.

26 NOTICES

27 32. Unless otherwise specifically provided herein, all notices, demands or other
28 communications given hereunder shall be in writing and shall be deemed to have been duly given

1 as of the third business day after mailing by United States registered or certified mail, return
2 receipt requested, addressed as follows:

3 **To Plaintiffs and the Settlement Class:**

4 Douglas Han
5 Shunt Tatavos-Gharajeh
6 Phillip Song
7 Justice Law Corporation
8 751 N. Fair Oaks Ave., Suite 101
9 Pasadena, CA 91103

8 **To Defendant:**

9 Nathan W. Austin
10 Jackson Lewis P.C.
11 400 Capitol Mall, Suite 1600
12 Sacramento, California 95814

11 **NO PUBLIC COMMENT**

12 33. The Class Representatives and Class Counsel will not make any public comment
13 about the Action or the Settlement, except by public court filings seeking preliminary and final
14 Court approval of the Settlement; the Parties will use their best efforts to reach agreement on all
15 Court filings. Class Counsel will take all steps necessary to ensure the Class Representatives are
16 aware of the restriction against public comment of the Settlement.

17 34. Following preliminary approval of the Settlement, the Class Representatives and
18 Class Counsel will not initiate any communications (directly or indirectly) with the media
19 regarding the Action. Notwithstanding the foregoing, the Class Representatives and Class
20 Counsel may, in response to a communication initiated by the media, direct the inquiring media
21 member to the public records of the Action on file with the Court. Class Counsel will take all
22 steps necessary to ensure the Class Representatives are aware of, and will instruct them to adhere
23 to, the restriction against any media comment on the Settlement and its terms.

24 **CONSTRUCTION**

25 35. The Parties hereto agree that the terms and conditions of this Stipulation of
26 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
27 this Stipulation of Settlement shall not be construed in favor of or against any party by reason of
28 the extent to which any party or his, his or its counsel participated in the drafting of this

1 Stipulation of Settlement.

2 CAPTIONS AND INTERPRETATIONS

3 36. Paragraph titles or captions contained herein are inserted as a matter of
4 convenience and for reference, and in no way define, limit, extend or describe the scope of this
5 Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is
6 contractual and not merely a recital.

7 MODIFICATION

8 37. This Stipulation of Settlement may not be changed, altered or modified, except in
9 writing and signed by the Parties hereto and approved by the Court. This Stipulation of
10 Settlement may not be discharged except by performance in accordance with its terms or by a
11 writing signed by the Parties hereto.

12 INTEGRATION CLAUSE

13 38. This Stipulation of Settlement contains the entire agreement between the Parties
14 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
15 agreements, understandings, representations and statements, whether oral or written and whether
16 by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived
17 except in writing.

18 BINDING ON ASSIGNS

19 39. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
20 Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
21 administrators, successors and assigns.

22 CLASS MEMBER SIGNATORIES

23 40. It is agreed that because the members of the Class are so numerous, it is impossible
24 or impractical to have each member of the Class execute this Stipulation of Settlement. The
25 Notice of Proposed Class Action Settlement, **Exhibit A** hereto, will advise all Class Members of
26 the binding nature of the release, and the release shall have the same force and effect as if this
27 Stipulation of Settlement were executed by each member of the Class.

1 COUNTERPARTS

2 41. This Stipulation of Settlement may be executed in counterparts and by facsimile
3 signatures, and when each party has signed and delivered at least one such counterpart, each
4 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
5 together with other signed counterparts, shall constitute one Stipulation of Settlement binding
6 upon and effective as to all Parties.

7 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
8 Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s) set
9 forth below:

10
11 **Plaintiff**

12 Dated: 04/29/2021, 2021



Kevin Lor
Plaintiff and Class Representative

13
14
15 **Defendant**

16 Dated: _____, 2021

ANTECH DIAGNOSTICS, INC.

17 By: _____

18 Name:

19 Title:

1 Approved as to Form

2 Dated: April 29, 2021

JUSTICE LAW CORPORATION

3 By: 

4 Douglas Han
5 Shunt Tatavos-Gharajeh
6 Phillip Song
7 Attorneys for Plaintiff
8 KEVIN LOR,
9 SETTLEMENT CLASS and AGGRIEVED
10 EMPLOYEES

11 Dated: _____, 2021

JACKSON LEWIS P.C.

12 By: _____

13 Nathan W. Austin
14 Emily J. Tewes
15 Attorneys for Defendant
16 ANTECH DIAGNOSTICS, INC.

1 COUNTERPARTS

2 41. This Stipulation of Settlement may be executed in counterparts and by facsimile
3 signatures, and when each party has signed and delivered at least one such counterpart, each
4 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
5 together with other signed counterparts, shall constitute one Stipulation of Settlement binding
6 upon and effective as to all Parties.

7 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
8 Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s) set
9 forth below:

10
11 **Plaintiff**

12 Dated: _____, 2021

Kevin Lor
Plaintiff and Class Representative

13
14
15 **Defendant**

16 Dated: April 28 _____, 2021

ANTECH DIAGNOSTICS, INC.

17 By: 

18 Name: Gina H. Lindell
19 Title: Vice President & Co-General Counsel

1 **Approved as to Form**

2 Dated: _____, 2021

JUSTICE LAW CORPORATION

3
4 By: _____

5 Douglas Han
6 Shunt Tatavos-Gharajeh
7 Phillip Song
8 Attorneys for Plaintiff
9 KEVIN LOR,
10 SETTLEMENT CLASS and AGGRIEVED
11 EMPLOYEES

9 Dated: April 28, _____, 2021

JACKSON LEWIS P.C.

10
11 By:  _____

12 Nathan W. Austin
13 Emily J. Tewes
14 Attorneys for Defendant
15 ANTECH DIAGNOSTICS, INC.

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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 May 20, 2021, I served the foregoing document described as

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

for the following case: **Lor v. Antech Diagnostics, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM- 791119-20**
Court Case No.: 34-2020-00282790
Sacramento 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 May 20, 2021, at Pasadena, California.



Allana Rivera