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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

KATHERINE FRANK, individually, and on  
behalf of other members of the general  
public similarly situated and on behalf of  
other aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiff,

vs.

CORE ANALYTICS LABORATORY,  
INC., a California corporation; CERF  
DIAGNOSTICS, INC., an unknown business  
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No. 21STCV31386

Honorable Stuart M. Rice  
Department 1

**CLASS ACTION**

**DECLARATION OF RYAN SLINGER IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA  
SETTLEMENT**

Date: January 27, 2024  
Time: 4:00 p.m.  
Department: 1

Complaint Filed: August 25, 2021  
FAC Filed: June 28, 2024  
Trial Date: None Set

**DECLARATION OF RYAN SLINGER**

I, Ryan Slinger, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Katherine Frank (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

2. On August 8, 2024, Plaintiff and Defendant Core Analytics Laboratory (formerly known as CERF Diagnostics, Inc.) (“Defendant”) (together, the “Parties”) entered into the Joint Stipulation of Class Action and PAGA Settlement, memorializing the formal terms of the resolution of the above-captioned action, subject to Court approval.

3. On October 17, 2024, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents seeking preliminary approval of the Settlement Agreement.

4. On December 24, 2024, the Court issued a Tentative Ruling, raising multiple points of inquiry, which became the Order of the Court on December 31, 2024 (“December 2024 Order”), a true and correct copy of which is attached hereto as “**EXHIBIT 1.**”

**DEFENDANT’S FINANCIAL CONDITION**

5. By way of the December 2024 Order, the Court requested clarification on whether the settlement is predicated on Defendant’s financial situation, and if so, to provide admissible evidence of Defendant’s financial situation. Details and documentation regarding Defendant’s financial condition is provided in the concurrently filed Declaration of Carlos Ruiz.

**AMENDED SETTLEMENT AGREEMENT AND REVISED CLASS NOTICE**

6. Based on the Court’s instructions in the December 2024 Order, the Parties have prepared a First Amended Joint Stipulation of Class Action and PAGA Settlement (together with the Joint Stipulation of Class Action and PAGA Settlement, “Settlement,” “Settlement Agreement,” or “Agreement”), which is attached hereto as “**EXHIBIT 2.**” For the Court’s ease of reference, a redline version of the Settlement Agreement showing how the terms have been revised is attached hereto as “**EXHIBIT 3.**”

7. Based on the Court's instructions, the Parties have prepared a revised version of the proposed Notice of Class Action and PAGA Settlement ("Class Notice"), which is attached hereto as "**EXHIBIT 4**". For the Court's ease of reference, a redline version of the Class Notice showing how the terms have been revised is attached hereto as "**EXHIBIT 5**." The revised Class Notice is also attached as "EXHIBIT A" to the concurrently submitted [Revised Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Revised Proposed Order").

#### **ADEQUACY OF CLASS REPRESENTATIVE**

8. By way of the Court's December 2024 Order, the Court instructed Counsel to explain how Plaintiff is adequate to also represent the General Non-Exempt Class. Plaintiff is adequate to represent both the Mobile Phlebotomist Class and the General Non-Exempt Class because the claims of the two classes are not different. Separate classes were created because there is a prior settlement in the matter entitled *Anrika Mills, et al. vs. CORE Analytics Laboratory, Inc., et al.* in Santa Clara Superior Court, Case No. 20CV363836, that limits the inclusion of mobile phlebotomists employed by Defendant on April 6, 2021, and earlier in this matter. Accordingly, Plaintiff is an adequate Class Representative of both the Mobile Phlebotomist and the General Non-Exempt Class because her claims are directly associated with both classes.

#### **MONETARY DISTRIBUTION TO EACH SUBCLASS**

9. By way of the Court's December 2024 Order, the Court instructed Counsel to explain why the monetary distribution is fair to each subclass. As stated above, the separate classes were created because a prior settlement already limited the inclusion of mobile phlebotomists employed by Defendant on April 6, 2021, and earlier. Therefore, the monetary distribution to each subclass is fair because the mobile phlebotomists employed on April 6, 2021 and earlier have already been compensated by the prior settlement.

#### **ATTORNEYS' FEES**

10. By way of the December 2024 Order, the Court requested information about how attorneys' fees will be calculated and also flagged that the Court will not award more than one-third (1/3) of the recovery in attorneys' fees absent extraordinary circumstances. Class Counsel will be calculating attorneys' fees based on a percentage method and also based on a lodestar cross-check.

1 Class Counsel has also modified the Settlement Agreement to seek attorneys' fees in the amount of  
2 one-third (1/3) of the Total Settlement Amount (i.e., \$175,000.00).

3 **SUBMISSION TO LWDA**

4 11. By way of the December 2024 Order, the Court requested proof of submission of  
5 the proposed settlement agreement to the LWDA (Lab. Code, § 2699, subd. (1)(2)). On October  
6 17, 2024, Class Counsel filed the Motion for Preliminary Approval, which included a true and  
7 correct copy of the Joint Stipulation of Class Action and PAGA Settlement, and was concurrently  
8 submitted to the Labor Workforce Development Agency ("LWDA"). A true and correct copy of  
9 the Proof of Service for the Motion for Preliminary Approval demonstrating service to the LWDA  
10 is attached hereto as "**EXHIBIT 6**". Class Counsel will also concurrently submit this declaration,  
11 which includes a true and correct copy of the Settlement Agreement, to the LWDA.

12 12. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is  
13 in the best interests of Plaintiff, the Class, PAGA Employees, and the State of California. Class  
14 Counsel further submits that the Settlement is within an acceptable range of recovery for this type  
15 of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further  
16 litigation, and the costs and risks associated with class certification, representative adjudication,  
17 trial, and/or appeals.

18 13. I declare under penalty of perjury under the laws of the State of California that the  
19 foregoing is true and correct.

20 Executed on this 27th day of January 2025, at Glendale, California.

21 

22 \_\_\_\_\_  
Ryan Slinger

# **EXHIBIT 1**

**LOS ANGELES SUPERIOR COURT, COMPLEX CIVIL DEPARTMENT**

**CHECKLIST FOR**

**PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

**Department: SSC-1**

**RE: *Frank v. Core Analytics Laboratory, Inc., et al.* (Case No. 21STCV31386)**

In reviewing your motion for preliminary approval of class action settlement, the Court orders further briefing on the items checked below. The hearing set for December 30, 2024 remains on calendar and every effort should be made to supplement your filing as necessary to address each of the checklist items in advance of the hearing date. An amended proposed order should also be submitted to include a table or paragraph setting forth the Gross Settlement Amount (GSA) less all estimated deductions and the estimated Net Settlement Amount (NSA) that will be available for distribution to the class.

This checklist provides direction on what information and argument the court requires to grant a motion for preliminary approval of a class action settlement. All parties are urged to carefully review the checklist and fully comply with each item that applies to the case in order that the motion may be promptly ruled upon. The content of the motion should follow the same order as this checklist, as that is how the judge and research attorney review the motion.

You should also consider using the form wage and hour settlement agreements now available on the court's website at <https://www.lacourt.org/forms/all> – “Civil Forms” section. With input and unanimous consensus from an Ad Hoc Wage and Hour Committee (chaired by Judge Hogue and Judge Cunningham and comprised of 8 plaintiff's attorneys and 8 defense attorneys), the court has posted: (1) a form class action settlement agreement, (2) a form class action/PAGA settlement agreement, (3) and a form PAGA settlement agreement. Using these forms should cut down on attorney negotiation time and reduce the lag time between a successful mediation and execution of a long form agreement. Filing a motion that is based on a form agreement and includes a redlined copy identifying modifications will also expedite the court's review process and help reduce the current backlog on hearings. These forms are encouraged but entirely optional.

**I. MOVING PAPERS (Motion and Declarations)**

*All facts submitted for the court to consider must be provided in the form of a declaration or other admissible evidence. The court will not consider facts stated only in the motion.*

**A. Introductory Information**

- ☐ Summary of the litigation, including identity of the parties, brief procedural history, claims asserted, and general factual basis for the claims.

## **B. Dunk/Kullar Analysis**

- ☐ Summary of the case, including the legal and factual basis for each claim. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133 (*Kullar*); *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.)
- ☐ Summary of the investigation and discovery conducted, including the specific documents reviewed prior to agreeing to settle the case. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802, as modified Sept. 30, 1996 (*Dunk*).) If counsel's analysis was informed by a data sample, show that the sample is statistically reliable.
- ☐ Summary of settlement negotiations, including when the settlement was reached, and whether the parties were assisted by a mediator. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.)
- ☐ A summary of the risks, expenses, complexity, and duration of further litigation if the settlement is not approved.
- ☐ A summary of the risks of achieving and maintaining class action status.
- ☒ Specific information sufficient for the court to make an independent determination that the consideration being received for the release of class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation. (*Kullar, supra*, 168 Cal.App.4th at 129.) This discussion should specify the maximum realistic recovery of each claim asserted in the operative complaint, defenses asserted by Defendant, and any other relevant factors justifying the amount offered in settlement. **If the settlement is predicated on a payment plan or is predicated on defendant's financial situation, admissible evidence of Defendant's financial situation should be provided, including appropriate financial documents such as a balance sheet, statement of cash flows, profit and loss statement, and the like.**
  - **See Settlement Agreement ¶¶10.b.i-ii. Defendant (not counsel) should provide a declaration evidencing its financial situation and the need for an installment plan to fund the settlement. Provide specific information, not generalized conclusory statements. What evidence can Defendant provide to show that it has the ability to make the payments agreed to?**
- ☐ If approval of the settlement of class claims is requested together with approval of non-class claims (such as claims under the Labor Code's Private Attorney General Act (PAGA)) discuss why the amount allocated to the non-class claims is fair to those affected. See *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 (*Moniz*).

## **C. Class Certification**

- ☐ Numerosity: Total number of members in the settlement class and number of members in each sub-class (if applicable).

☐ Ascertainability: The manner by which members of the class will be identified and when. (*Noel v. Thrifty Payless* (2019) 7 Cal.5th 955.)

☐ Community of Interest: Discuss specific facts showing that the proposed class representatives have claims or defenses typical of the class and can adequately represent the class. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

☒ **Adequacy:**

Class Counsel: A summary of Class Counsels' experience and a listing of all prior cases in which each named Class Counsel has been approved by a court to act as lead or co-counsel. (See *Dunk, supra*, 48 Cal.App.4th at p. 1802.)

**Class Representative(s): Provide evidence that each proposed class representative has agreed to act as same and understands his or her responsibilities. (See *Soderstedt v. CBIZ Southern California, LLC* (2011) 197 Cal.App.4th 133, 155-156; *Jones v. Farmers Ins. Exchange* (2013) 221 Cal.App.4th 986, 998-999).**

- **Plaintiff represents that she was employed by Defendant as a Mobile Phlebotomist. (Decl. of Frank, ¶2.) How is she adequate to also represent the General Non-Exempt Class, which is defined as employees who worked for Defendant in positions *other* than mobile phlebotomists (¶7.e)?**

**D. Claim Requirement (if applicable)**

☐ If class members are required to submit a claim to receive compensation, explain why a claim form is necessary and either 1) provide an estimate of the anticipated claims rate or 2) provide an explanation why a claims rate cannot be provided.

☐ Provide a detailed explanation why a "claims made" settlement is appropriate in this case.

☐ Indicate what actions class counsel will take to encourage claim submission.

☐ Explain why the claims process is not so burdensome that relief would be inaccessible to class members (if applicable).

**E. Miscellaneous**

☐ If appropriate, explain why the settlement includes terms that are outside the scope of the operative complaint. (*Trotsky v. Los Angeles Fed. Savings & Loan Assn.* (1975) 48 Cal.App.3d 134, 148.) If approval of settlement of a PAGA claim is requested provide a copy of Plaintiff's notice letter to the LWDA.

☐ If notice will be given in English only, explain why this is sufficient.

- ☐ A statement of any affirmative obligations to be undertaken by the class member or class counsel and the reason for such obligations.
- ☐ Provide information regarding any fee splitting agreement and whether the client has given written approval. (*Mark v. Spencer* (2008) 166 Cal.App.4th 219; Rules Prof. Conduct, rule 1.5.1; Cal. Rules of Court, rule 3.769.)
- ☐ Any agreement that has injunctive relief against a class representative generally is not appropriate in a class action case. Provide the authority and factual reasons why this case is an exception. See *Moniz, supra*, 72 Cal.App.5th at 84. (“[T]he preclusive effect of a prior judgment is determined by the court in which it is asserted, not the court that rendered it.” (*Fireside Bank Cases* (2010) 187 Cal.App.4th 1120, 1131 [115 Cal. Rptr. 3d 80].) )
- ☐ Explanation as to why any class representative enhancement is reasonable, including what the class representative did beyond the expected services of any class representative. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412; *Radcliffe v. Experian Information Solutions Inc.* (9th Cir. 2013) 715 F.3d 1157, 1165.) In PAGA settlements explanation should be provided as to why an incentive award is appropriate.

## **SETTLEMENT AGREEMENT**

*The settlement agreement should address the following:*

### **A. The Basics**

☐ Class definition. If a PAGA representative action is settled with a proposed Class Settlement consider whether there should be separate definitions for Class Members and Aggrieved Employees.

☒ **Class and Release Period:** If the class and release periods extend beyond the preliminary approval explain why this is appropriate.

- **The escalator clause at Settlement Agreement ¶39 provides Defendant with the option to “end the Class Release Periods on the day that the total Class Member Workweeks reach 27,170.” However, the parties must resolve any uncertainty regarding the Class Release Period end date prior to preliminary approval being granted and notice being distributed. Based on current records, the parties and/or administrator must review and verify the workweek total and confirm the end date of the Class Period and remove the period-shortening language from the escalator clause. Revise the Class Period definition if needed and ensure that the notice is modified to match.**

### **B. Release of Claims**

☒ **Scope:** The scope of any release given by class members must be defined with precision and clarity. Any released claims not presented directly in the operative

complaint should be based on the facts alleged in the operative complaint. (See *Amaro v. Anaheim Arena Mgmt.* (2021) 69 Cal. App. 5th 521, 537 and FN. 5; *Uribe v. Crown Building Maintenance Co.* 70 Cal. App. 5th 986, 1005.)

- **See Settlement Agreement ¶7.mm. Modify the Released Class Claims to specify that Class Members will only release claims alleged in, or arising out of facts asserted in, the operative First Amended Complaint (rather than “the Action”).**
- **Similarly, the Released PAGA Claims at ¶7.nn should be based on the claims asserted in the operative First Amended Complaint (instead of “the Action”) and Plaintiff’s PAGA Letter. Please revise.**

☐ Class cases which include a PAGA claim should have a separate release for the PAGA claim tied to the facts alleged in the notice given to the LWDA. *Id.*

☐ If PAGA and Class Settlement: The Release and Notice should provide an explanation that released claims include all PAGA claims that could have been premised on the facts alleged in the Plaintiff’s LWDA Letter and aggrieved employees will release PAGA claims even if class members request exclusion from the class. See *Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476.

☐ A Civil Code section 1542 waiver is generally not appropriate in a class action case as to the putative class members (if applicable). Provide the authority and factual reasons why this case is an exception. (*Israel-Curley v. California Fair Plan* (2005) 126 Cal.App.4th 123, 129; *Salehi v. Surfside III Condominium Owners’ Assn.* (2011) 200 Cal.App.4th 1146, 1159–1161.)

☐ Release Effective Date: Indicate the point in time at which the release will be deemed effective as to the absent class members. If the release will be effective before settlement funds are paid, explain why this is in the best interest of the class.

☐ Class Data: If there are confidentiality provisions, explain why they are in the best interest of the Class and whether they will impede Class Counsel’s ability to discharge fiduciary duties.

### **C. Monetary Terms of Settlement**

☐ Settlement Amount: Indicate the amount of the gross settlement, how and when the settlement will be paid, and information regarding payment plan, if any. If a class claim is being settled with a PAGA claim the amounts allocated should be separated and paid only to the aggrieved employees.

☐ Deductions from the settlement fund: Indicate the amounts to be deducted from the gross settlement for attorneys’ fees and costs, plaintiff incentive awards, administrative costs, PAGA payment and allocation of award to LWDA and the parties, and any other existing deductions.

☒ If there are subclasses, explain why the monetary distribution is fair to each subclass. Ensure there is a class representative who fits the definition of each subclass.

- The current individual settlement payment formula (§15) does not distinguish between the General Non-Exempt Class and the Mobile Phlebotomist Class. Is the formula fair to each class, as currently drafted? Please explain.
- In addition, see above re: Plaintiff's adequacy as to the General Non-Exempt Class.

☒ Information about how attorney fees will be calculated. The percentage method, with or without a lodestar cross-check, may be used in common fund cases. (*Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal.5th 480, 503.) In other cases, counsel should fully brief how the fees are calculated. Please note the Court will not award more than one-third of the recovery in attorney fees absent extraordinary circumstances.

☐ If wages are involved, explain how Defendant's share of taxes will be paid.

☐ Whether, and under what circumstances, amounts may revert to Defendant, and a justification for such reversion (if applicable). (*Cundiff v. Verizon California, Inc.* (2008) 167 Cal.App.4th 718, 728–729.)

☐ Payment Formula: Amount and manner of distribution of the compensation to each class member, including the estimated amount each class member will receive and the timeline on which payments will be issued.

☐ Tax allocation of settlement payments.

☐ Nature of injunctive relief (if any), and valuation of such relief.

#### **D. Notice Administration**

*The following issues regarding notice administration should be addressed in the settlement agreement. A copy of the proposed notice must be attached to the settlement agreement as an exhibit.*

☐ Indicate the administrator for the settlement and why the bid for administration is fair.

☐ Provide the qualifications and experience of the Administrator, including evidence that the settlement administrator has procedures in place to protect the security of class data and adequate insurance in the event of a data breach or defalcation of funds.

☐ Indicate how/when the administrator will receive the class list.

- ☐ Indicate whether the list will be updated by the administrator prior to the initial mailing by use of National Change of Address Registry.
- ☐ Provide the deadline for the initial issuance of notice to class members.
- ☐ Ensure the content of the notice complies with California Rules of Court, rule 3.766(d). In wage and hour cases the notice should indicate the specific amount the class member will receive and how that amount was calculated. A separate breakdown for PAGA payments should be provided. The terms of the release(s) should be reflected in the Notice.
- ☐ Ensure the notice accurately reflects the Court's current social distancing procedures for attendance at hearings and review of court files. (Counsel should check the Court website for most current information.)
- ☐ Indicate how and when payments will be processed.
- ☐ Indicate how notices returned to the administrator as undeliverable will be handled.
- ☐ Explain how re-mailed notices, if any, will be handled. Will class members who receive re-mailed notices be given an extended deadline to respond (i.e., opt-out, object, and dispute workweeks)?
- ☐ Explain how notice of any change of the date or location of the will hearing be given.
- ☐ Indicate whether there will be a settlement website. If so, provide the URL.
- ☐ If publication notice will be given indicate the timing, locations, and manner by which publication notice will be disseminated.
- ☐ Explain how notice of final judgment will be given to the class. (Cal. Rules of Court, rule 3.771(b)) (e.g. Posted on administrator's website.)

#### **E. Responses to Notice**

- ☐ Description of the procedures for submitting written objections, requests for exclusion, claim forms (if applicable) and disputes to estimated payments.
- ☐ Indicate the deadline to submit objections, requests for exclusion, claim forms (if applicable), and/or disputes to workweeks. Confirm the deadline is reasonable and that class members who receive re-mailed notices will be given an extension.
- ☐ The objection procedure should be the same as the opt-out procedure, with the only requirement being that objections be mailed to the settlement administrator and not filed with the court.

☐ Do not include language indicating that class members may only be heard at final approval if they have complied with all objection procedures or that they must use specific language to request exclusion, or, if a specific procedure is sought, explain why it is necessary. In general, the court will hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection.

#### **F. Cy Pres Distribution**

☐ Indicate the length of time from issuance for which settlement checks will remain valid.

☐ Identify the fund to which uncashed checks will be directed and detail the steps that will be taken to ensure compliance with Code of Civil Procedure section 384. The Court's Omnibus Trailer Bill of 2018 replaced the language of the prior statutory distribution scheme under Code of Civil Procedure, section 384 with a requirement that the Court re-open judgments following the final distribution of funds to include the cy pres in the judgment and to include the unclaimed amount, plus an unspecified amount of interest. Such information should be actively contemplated/provided for within the current terms of the settlement.

☐ Explain why the cy pres distribution fills the purposes of the lawsuit or is otherwise appropriate. (*State of California v. Levi Strauss & Co.* (1986) 41 Cal.3d 460, 472; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 722; *Nachshin v. AOL, Inc.* (9th Cir. 2011) 663 F.3d 1034, 1038–1041; *Dennis v. Kellogg Co.* (9th Cir. 2012) 697 F.3d 858, 865; Code Civ. Proc., § 384.)

☐ Provide declarations by all parties and counsel disclosing any interest or involvement (or lack thereof) in the governance or work of the cy pres recipient.

#### **G. Miscellaneous**

☒ **If modified - Assure the Settlement Agreement and Notice are consistent and that the Settlement Agreement (including revised versions) has been signed by all parties and counsel. Carefully proofread both.**

☐ Include a proposed Judgment, which should not include a dismissal or any findings not contained in the Final Approval Order. (Cal. Rules of Court, rule 3.769(h).)

☐ All exhibits should be bookmarked, as set forth in the Presiding Judge's First Amended General Order of May 3, 2019 re: Electronic Filing, available on the Court website.

### **III. EXHIBITS TO THE MOTION**

☒ **Provide proof of submission of the proposed settlement agreement to the LWDA. (Lab. Code, § 2699, subd. (l)(2).)**

- **This also applies to any further revised versions of the settlement agreement.**

☐ Include a proposed Judgment, which should not include a dismissal or any findings not contained in the Final Approval Order. (Cal. Rules of Court, rule 3.769(h).)

☐ All exhibits should be bookmarked, as set forth in the Presiding Judge's First Amended General Order of May 3, 2019 re: Electronic Filing, available on the Court website.

**If the Settlement Agreement is modified pursuant to this checklist, please submit both a red-lined copy showing changes made as well as a final version signed by all parties and counsel. Do not submit an addendum in lieu of a full amended settlement agreement including all operative settlement terms.**

**Modify notice to match any alterations to the Settlement Agreement.**

Date: 12/24/2024, 2024



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the printed name.

Stuart M. Rice / Judge

JUDICIAL OFFICER

# **EXHIBIT 2**

**FIRST AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

This First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Katherine Frank (“Plaintiff” or “Class Representative”), individually, on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Core Analytics Laboratory, Inc., a California corporation, formerly known as CERF Diagnostics, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”).

Pursuant to Paragraph 45 of the Joint Stipulation of Class Action and PAGA Settlement executed on August 8, 2024, the Parties hereby amend and supplant the Joint Stipulation of Class Action and PAGA Settlement.

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

**RECITALS**

1. On July 15, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by Certified Mail, of her intent to seek civil penalties for Defendant’s alleged violations of the California Labor Code (“PAGA Letter”). On August 25, 2021, Plaintiff filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Katherine Frank v. Core Analytics Laboratory, Inc., et al.* in the Superior Court of California for the County of Los Angeles, Case No. 21STCV31386 (“Action”) against Defendant. On September 21, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. entitled *Katherine Frank v. Core Analytics Laboratory, Inc., et al.* in the Superior Court of California for the County of Los Angeles, Case No. 21STCV34823 (“Frank PAGA Action”). The Parties have agreed that Plaintiff shall be granted leave to file, and upon being granted leave will file, a First Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“First Amended Complaint”) in the Action, which will add the PAGA claims alleged in the *Frank* PAGA Action which were contemplated, negotiated, and settled at mediation. Together, the Action and *Frank* PAGA

Action are referred to as “Actions.”

2. The operative First Amended Complaint alleges eleven (11) causes of action for violations of California Labor Code on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time since August 25, 2017, for failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations.

3. Defendant denies all material allegations set forth in the Actions and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Actions, Released Class Claims, and Released PAGA Claims.

4. Class Counsel in the Actions diligently investigated the class and PAGA claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices.

5. On January 16, 2023, the Parties participated in mediation with Jeffrey Krivis, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, reached the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best

interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

6. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

### DEFINITIONS

7. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the Actions, as set forth in Paragraph 11 below.

b. “Class Counsel” means Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

c. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s full name, last known mailing address, Social Security Number, start and end dates worked for Defendant during the Class Period and during the PAGA Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks (as defined below) and PAGA Pay Periods (as defined below).

d. “Class Member(s)” or “Class” means collectively the “General Non-Exempt Class” and the “Mobile Phlebotomist Class” as defined herein.

e. “General Non-Exempt Class” means all current and former hourly-paid or non-exempt employees who worked for Defendant in positions other than mobile phlebotomists in California at any time between August 25, 2017 through April 18, 2023.

f. “Mobile Phlebotomist Class” means all current and former hourly-paid or non-

exempt employees who worked for Defendant as mobile phlebotomists in California at any time between April 7, 2021 through April 18, 2023.

g. “Class Notice” means the Notice of Class Action and PAGA Settlement, substantially in the form attached as “**Exhibit A.**”

h. “Class Period” means the “General Non-Exempt Class Release Period” with respect to the General Non-Exempt Class and the “Mobile Phlebotomist Class Release Period” with respect to the Mobile Phlebotomist Class.

i. “General Non-Exempt Class Release Period” means the time period from August 25, 2017, through April 18, 2023.

j. “Mobile Phlebotomist Class Release Period” means the time period from April 7, 2021, through April 18, 2023.

k. “Class Representative” or “Plaintiff” means Katherine Frank, the named plaintiff in the Action.

l. “Class Settlement” means the settlement and resolution of all Released Class Claims.

m. “Court” means the Superior Court of the State of California for the County of Los Angeles.

n. “Defendant” means Core Analytics Laboratory, Inc., a California corporation, formerly known as CERF Diagnostics, Inc., the named defendant in the Action.

o. “Defendant’s Counsel” means Alfred J. Landegger and Evelyn Zarraga of Landegger Verano & Davis, ALC.

p. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court entered a Final Approval Order and Judgment; and (6) in the event there

1 are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not  
2 later withdrawn or denied, the later of the following events: five business days after the period for filing  
3 any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment  
4 has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal,  
5 writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been  
6 filed, five business days after any appeal, writ, or other appellate proceedings opposing the Court's Final  
7 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further  
8 remedies or relief.

9 q. "Employer Taxes" means the employer's share of taxes and contributions in  
10 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant  
11 in addition to the Total Settlement Amount.

12 r. "Enhancement Payment" means the amount to be paid to Plaintiff in recognition  
13 of her efforts and work in prosecuting the Actions on behalf of the Class Members, the State of  
14 California, and PAGA Employees, as set forth in Paragraph 12 below.

15 s. "Final Approval" means the determination by the Court that the Settlement is  
16 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

17 t. "Final Approval Hearing" means the hearing at which the Court will consider and  
18 determine whether the Settlement should be granted Final Approval.

19 u. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee  
20 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated  
21 in accordance with Paragraph 16.

22 v. "Individual Settlement Payment" means the net payment of each Settlement Class  
23 Member's Individual Settlement Share, after reduction for the employee's share of taxes and  
24 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
25 Paragraph 26 below.

26 w. "Individual Settlement Share" means the *pro rata* share of the Net Settlement  
27 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in  
28 accordance with Paragraph 15.

x. “LWDA Payment” means the amount of Seventy-Five Thousand Dollars (\$75,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA for the PAGA Settlement, as set forth in Paragraph 14.

y. “Net Settlement Amount” means the portion of the Total Settlement Amount that is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees and Costs.

z. “Notice of Objection” means a Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

aa. “PAGA Amount” means the allocation of One Hundred Thousand Dollars (\$100,000.00) from the Total Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$75,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%) or, \$25,000.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

bb. “PAGA Employees” means collectively the “General Non-Exempt PAGA Employees” and the “Mobile Phlebotomist PAGA Employees”, as defined herein.

cc. “General Non-Exempt PAGA Employees” means all current and former hourly-paid or non-exempt employees who worked for Defendant in positions other than mobile phlebotomists in California at any time between July 15, 2020 through April 18, 2023.

dd. “Mobile Phlebotomist PAGA Employees” means all current and former hourly-paid or non-exempt employees who worked for Defendant as mobile phlebotomists in California at any time between April 7, 2021 through April 18, 2023.

ee. “PAGA Employee Amount” means the amount of Twenty-Five Thousand Dollars

(\$25,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their PAGA Pay Periods.

ff. “PAGA Period” means the “General Non-Exempt PAGA Release Period” with respect to the General Non-Exempt PAGA Employees and the “Mobile Phlebotomist PAGA Release Period” with respect to the Mobile Phlebotomist PAGA Employees.

gg. “General Non-Exempt PAGA Release Period” means the time period from July 15, 2020, through April 18, 2023.

hh. “Mobile Phlebotomist PAGA Release Period” means the time period from April 7, 2021, through April 18, 2023.

ii. “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.

jj. “PAGA Pay Periods” means the number of Pay Periods each PAGA Employee was employed by Defendant during the PAGA Period.

kk. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either Plaintiff or Defendant.

ll. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

mm. “Released Class Claims” means any and all claims, rights, demands, liabilities, penalties, costs, expenses, attorneys’ fees, damages and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative First Amended Complaint that arose during the Class Period, including the following claims: failure to pay minimum and straight time wages, failure to pay overtime compensation, failure to provide compliant meal periods or pay meal period premiums in lieu thereof, failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof, failure to reimburse necessary business expenses, failure to timely pay final wages upon separation from employment, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, unfair business practices under the Unfair Competition Act (“UCL”), during the Class Period, including, violation of or claims under the following sections of the California Labor Code Labor Code sections 201, 202, 203, 204, 218.5,

218.6, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, California Business & Professions Code § 17200, violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. As to any Settlement Class Member who cashes and/or negotiates the check representing their individual Settlement Payment, the signing and negotiation of that check shall serve as the Settlement Class Member's consent to join the action for purposes of releasing the Released Class Claims arising under the Fair Labor Standards Act ("FLSA").

nn. "Released PAGA Claims" means any and all claims, causes of action, damages, expenses, benefits, interest, penalties, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative First Amended Complaint and in Plaintiff's PAGA Letter.

oo. "Released Parties" means Defendant, and any of its past, present and/or future, direct and/or indirect, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, and joint venturers.

pp. "Request for Exclusion" means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

qq. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks and/or PAGA Pay Periods credited to them, which shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday,

1 in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service  
2 is open. The Response Deadline may also be extended by express agreement between Class Counsel  
3 and Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response  
4 Deadline for that Class Member shall be the extended by fifteen (15) calendar days from the original  
5 Response Deadline.

6 rr. "Settlement Administrator" means Phoenix Settlement Administrators, or any  
7 other third-party class action settlement administrator agreed to by the Parties and approved by the Court  
8 for purposes of administering this Settlement. The Parties and their counsel each represent that they do  
9 not have any financial interest in the Settlement Administrator or otherwise have a relationship with the  
10 Settlement Administrator that could create a conflict of interest.

11 ss. "Settlement Administration Costs" means the costs payable from the Total  
12 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this  
13 Settlement, as set forth in Paragraph 13 below.

14 tt. "Settlement Class Members" means all Class Members who do not submit a timely  
15 and valid Request for Exclusion.

16 uu. "Total Settlement Amount" means the amount of Five Hundred Twenty-Five  
17 Thousand Dollars (\$525,000.00) to be paid by Defendant in full resolution of the Actions, Released Class  
18 Claims, and Released PAGA Claims, which includes all Attorneys' Fees and Costs, Enhancement  
19 Payment, PAGA Amount, Net Settlement Amount to be paid to the Settlement Class Members, and  
20 Settlement Administration Costs. Defendant shall pay the Employer Taxes separately and in addition to  
21 the Total Settlement Amount. The Total Settlement Amount is subject to increase, as provided in  
22 Paragraph 39 below.

23 vv. "Workweeks" means the number of weeks each Class Member was employed by  
24 Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which will  
25 be calculated by the Settlement Administrator by determining the number of days between each Class  
26 Member's first day of employment as an hourly-paid, non-exempt employee within the Class Period and  
27 their last day of employment as an hourly-paid, non-exempt employee within the Class Period, and  
28 dividing by seven (7). The number of Workweeks for each Class Member will be rounded up to the

next whole number and each Class Member will be credited with at least one (1) Workweek.

### **CLASS CERTIFICATION**

8. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

9. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

### **TERMS OF AGREEMENT**

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

#### 10. Funding and Disbursement of the Total Settlement Amount.

a. Establishing the Qualified Settlement Account. After Preliminary Approval, and prior to the Final Approval Hearing, the Settlement Administrator will provide the Parties with an accounting estimate of the contemplated amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement.

#### b. Funding the Total Settlement Amount.

i. Within thirty (30) days of the Effective Date, Defendant will make a deposit of one-half of the Total Settlement Amount (i.e., \$262,500.00), plus an amount sufficient to pay the Employer Taxes, into the qualified settlement account established by the Settlement Administrator ("First Installment").

ii. Within one (1) year after the due date for the First Installment, Defendant will make a deposit of one-half of the Total Settlement Amount (i.e., \$262,500.00), into the qualified settlement account established by the Settlement Administrator ("Second Installment").

iii. To the extent that any payment due date set forth in this Agreement falls on a

Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

iv. The Settlement Administrator shall provide Defendant's Counsel with electronic transfer instructions for Defendant to tender payment to the Settlement Administrator as described in this Agreement, as soon as possible after the qualified settlement account has been established. The deadlines for Defendant's payment of the Total Settlement Amount are contingent upon receipt of the payment instructions. Defendant expressly agrees to follow the Settlement Administrator's payment instructions. The Parties agree that the deadlines for Defendant's payment obligations with respect to each installment payment made under this Agreement shall be met upon initiating the electronic transfer of funds to the Settlement Administrator, pursuant to its instructions, provided, however, that any unsuccessful electronic transfer of funds be of no fault of Defendant. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

c. Disbursement of Total Settlement Amount.

i. Within seven (7) calendar days of the funding of the First Installment, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Enhancement Payment to Plaintiff and any remaining balance to the LWDA for the LWDA Payment. The Settlement Administrator shall also pay the Employer Taxes and all employee-side payroll taxes, contributions, and withholdings, and timely forward these to the appropriate government authorities.

ii. Within seven (7) calendar days of the funding of the Second Installment, the Settlement Administrator will issue the remainder of the LWDA Payment to the LWDA, Attorneys' Fees and Costs to Class Counsel and the Settlement

Administration Costs to itself.

11. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose attorneys' fees of up to one-third (1/3) of the Total Settlement Amount (i.e., \$175,000.00 if the Total Settlement Amount is \$525,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court's ruling on the request for Attorneys' Fees and Costs shall not affect the enforceability of this Agreement or the terms contained herein.

12. Enhancement Payment. In recognition of her efforts and work in prosecuting the Actions, Defendant agrees not to oppose or impede any application or motion for Enhancement Payment in an amount up to Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff. The Enhancement Payment, which will be paid from the Total Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement Payment as a Settlement Class Members and Individual PAGA Payment as a PAGA Employee. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received.

Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court's ruling on the request for the Enhancement Payment shall not affect the enforceability of this Agreement or the terms contained herein.

13. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Ten Thousand Dollars (\$10,000.00). These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000.00) from the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$25,000.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on PAGA Pay Periods during the PAGA Period (i.e., the Individual PAGA Payments).

1           15.    Individual Settlement Share Calculations. Individual Settlement Shares will be calculated  
2 and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks,  
3 as follows:

4                   a.       After Preliminary Approval of the Settlement, the Settlement Administrator will  
5 divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated  
6 Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated  
7 Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible  
8 to receive under the Class Settlement.

9                   b.       After Final Approval of the Settlement, the Settlement Administrator will divide  
10 the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final  
11 Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final  
12 Workweek Value to yield his or her Individual Settlement Share.

13           16.    Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated  
14 and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of PAGA  
15 Pay Periods as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e.,  
16 25% of the PAGA Amount, by the total number of PAGA Pay Periods of all PAGA Employees to yield  
17 the "PAGA Workweek Value," and multiply each PAGA Employee's individual PAGA Pay Periods by  
18 the PAGA Workweek Value to yield his or her Individual PAGA Payment.

19           17.    Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
20 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
21 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement  
22 shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional  
23 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest  
24 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle  
25 Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits  
26 or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or  
27 agreement in any benefit or compensation plan document that might have been in effect during the Class  
28 Period).

18. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

19. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, after the initial mailing of the Class Notice, the Settlement Administrator will perform a single search for an alternate address by way of skip-trace and perform a single re-mailing of the Class Notice within five (5) calendar days.

20. Dispute Regarding Workweeks and/or PAGA Pay Periods. Class Members will have an opportunity to dispute the number of Workweeks and/or PAGA Pay Periods to which they have been credited, as reflected in their respective Class Notices. In order to dispute Workweeks and/or PAGA Pay Periods, Class Members must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Action; (b) contains the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the disputing Class Member; (c) clearly states that the Class Member disputes the number of Workweeks and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) includes information and/or attaches documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that he or she contends should be credited to him or her are correct; and (e) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number

1 of Workweeks and/or PAGA Pay Periods to be credited to a disputing Class Member, Defendant's  
2 records will be presumed correct and determinative of the dispute. However, if a Class Member  
3 produces information and/or documents to the contrary, the Settlement Administrator will evaluate the  
4 materials submitted by the Class Member and the Settlement Administrator will resolve and determine  
5 the number of eligible Workweeks and/or PAGA Pay Periods that the disputing Class Member should  
6 be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be  
7 final and non-appealable.

8       21. Settlement Checks. The Settlement Administrator will be responsible for undertaking  
9 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
10 of checks to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
11 PAGA Employees in accordance with the Settlement Agreement. When issuing payments, the  
12 Settlement Administrator may combine the payment for the Individual Settlement Payment and Individual  
13 PAGA Payment into one check if the intended recipient for both payments is one individual. Each  
14 Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for  
15 one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be  
16 cancelled. All funds remaining in the Qualified Settlement Account in connection with cancelled checks  
17 shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed  
18 Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class Members  
19 who did not cash, deposit, or otherwise negotiate their checks until such time that they claim their property.  
20 The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure  
21 Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether  
22 or not they all cash their Settlement Checks. Settlement Class Members whose Individual Settlement  
23 Payment checks are cancelled, shall, nevertheless, be bound by this Settlement Agreement and the Final  
24 Approval Order and Judgment will have claim preclusive impact with respect to them and all Settlement  
25 Class Members with respect to the Released Class Claims. The Final Approval Order and Judgment will  
26 have claim preclusive impact on the PAGA Employees with respect to the Released PAGA Claims  
27 irrespective of whether their Individual PAGA Payment checks are cancelled.

28       22. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member

wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment with respect to the Class Settlement that may be entered by the Court if it grants Final Approval to the Settlement. All PAGA Employees will be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion and the Final Approval Order and Judgment will have claim preclusive impact on the PAGA Employees with respect to the Released PAGA Claims.

23. Procedures for Objecting to the Class Settlement. To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by the Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of Notices of Objection that

are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

24. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a dispute of Workweeks and/or PAGA Pay Periods; (b) the number of Class Members who have submitted Requests for Exclusion or Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a dispute of Workweeks and/or PAGA Pay Periods.

25. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

26. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Total Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will not undertake any withholding or deductions with respect to the Individual PAGA Payment.

27. Administration of Taxes by the Settlement Administrator. The Settlement Administrator

1 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class  
2 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to  
3 this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the  
4 Employer Taxes, advising Defendant's Counsel of the total amount owed for Employer Taxes, and  
5 forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities  
6 with respect to the wages portion of the Individual Settlement Shares.

7 28. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not  
8 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
9 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement  
10 Class Members, and PAGA Employees understand and agree that, except for Defendant's payment of  
11 Employer Taxes, they will be solely responsible for correctly characterizing any compensation received  
12 under the Settlement on their personal income tax returns and paying any and all taxes due for any and  
13 all amounts paid to them under the Settlement.

14 29. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR  
15 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS  
16 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER  
17 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT  
18 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
19 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
20 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE  
21 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF  
22 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS  
23 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,  
24 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING  
25 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT  
26 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION  
27 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND  
28 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY

1 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY  
2 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO  
3 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE  
4 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES  
5 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON  
6 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX  
7 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED  
8 BY THIS SETTLEMENT AGREEMENT.

9 30. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
10 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
11 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
12 of action or right herein released and discharged.

13 31. Class Settlement Release. Upon the Effective Date and full funding of the Second  
14 Installment, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion  
15 (i.e., Settlement Class Members), on behalf of themselves and their respective former and present  
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns will be deemed to have  
17 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released  
18 Parties of all Released Class Claims.

19 32. PAGA Settlement Release. Upon the Effective Date and full funding of the Second  
20 Installment, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA  
21 Employees, on behalf of themselves and their respective former and present representatives, agents,  
22 attorneys, heirs, administrators, successors, and assigns will be deemed to have fully, finally, and forever  
23 released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA  
24 Claims. The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of  
25 California, and shall bar by res judicata any claim under the PAGA brought by any person, including  
26 the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the  
27 Released PAGA Claims.

28 33. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full

1 funding of the Total Settlement Amount, Plaintiff, individually and on behalf of her respective former  
2 and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns  
3 will be deemed to have fully released and discharged the Released Parties of and from all claims arising  
4 from her employment with Defendant, separation of employment from Defendant, and any acts that  
5 have or could have been asserted in any legal action or proceeding against Defendant, whether known  
6 or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising  
7 under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII  
8 of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations  
9 Act, California Corporations Code, California Business and Professions Code, California Fair  
10 Employment and Housing Act, California Constitution (all as amended), and law of contract and tort,  
11 as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other  
12 employment compensation, emotional distress, medical expenses, other economic and non-economic  
13 damages, attorney fees, and costs, arising on or before the date of execution of the Settlement  
14 Agreement. ("Plaintiff's Individual Release.") With respect to Plaintiff's Individual Release, Plaintiff  
15 acknowledges and waives any and all rights and benefits available under California Civil Code section  
16 1542, which provides:

17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**  
18 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
19 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY**  
20 **HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**  
21 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

22 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now  
23 known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle fully  
24 and release all claims she now has against the Released Parties, whether known or unknown, suspected  
25 or unsuspected, upon the Effective Date and full funding of the Total Settlement Amount.  
26 Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers'  
27 compensation benefits, claims for unemployment benefits, or other claims that may not be released as  
28 a matter of law.

34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the mutually-

agreed upon proposed order and judgment (“Final Approval Order and Judgment”), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys’ Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payment to Plaintiff;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Information Regarding Defendant’s Financial Circumstances. If requested by the Court to support and/or otherwise implement the Settlement, Defendant’s Chief Financial Officer or person most knowledgeable shall file in the Court a declaration regarding the need to fund the Total Settlement Amount with the installment plan contained in Paragraph 10.b. The Parties agree that Defendant may file the declaration in Court, conditionally under seal in conjunction with a motion by Defendant to seal the declaration, in support of Plaintiff’s motion for preliminary approval.

37. Termination or Rescission of Settlement.

a. If five percent (5%) or more of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within fourteen (14) calendar days of the Settlement Administrator providing Defendant’s Counsel a report specifying the number of Class Members who have submitted a timely and valid Request for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

b. If the Court fails or refuses to issue the Final Approval Order and Judgment or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement Agreement (unless explicitly excepted herein), by way of writing that is provided to the

other Party within ten (10) calendar days thereof, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

38. Effects of Termination or Rescission of the Settlement. Termination or Rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

39. Escalator Clause. Defendant represents that there are collectively 26,994 Workweeks worked by all Class Members when measured during the period from August 25, 2017 to April 18, 2023 for the General Non-Exempt Class and from April 7, 2021 to April 18, 2023 for the Mobile Phlebotomist Class, which is less than 27,170 Workweeks needed to trigger the Escalator Clause.

40. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section

664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

41. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

42. Limitation on Publicity. Plaintiff and Class Counsel will not make any public disclosure of the Settlement or discuss the Settlement with anyone other than those necessary to effectuate the filing of the motion for preliminary approval, until after the motion for preliminary approval is filed. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction against any public disclosure of the Settlement until after the motion for preliminary approval is filed. Prior to and following Preliminary Approval of the Settlement, Plaintiff and Class Counsel will not have any communications with any media other than to direct any media inquiries to the public records of the Actions on file with the Court and will not publicize the Settlement, including on social media. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction against any media comment on the Settlement and its terms. Class Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

43. Entire Agreement. The Settlement Agreement and any attached exhibits constitute the entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied

1 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
2 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

3 44. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the  
4 Action (including with respect to California Code of Civil Procedure section 583.310), except such  
5 proceedings necessary to implement and complete the Settlement Agreement, pending the Final  
6 Approval Hearing to be conducted by the Court.

7 45. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement,  
8 the Parties may not amend or modify any provision of this Settlement Agreement except by written  
9 agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of  
10 the Settlement, the Parties may not amend or modify any provision of the Settlement Agreement except  
11 by written agreement signed by counsel for all of the Parties and subject to Court approval. A waiver  
12 or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other  
13 provision.

14 46. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
15 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
16 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant  
17 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
18 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
19 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement  
20 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to  
21 disclosure in any proceeding to enforce its terms.

22 47. Signatories. It is agreed that because the members of the Class are so numerous, it is  
23 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
24 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
25 Class Settlement as to the Settlement Class Members, and the release provided for by the Settlement  
26 Agreement shall have the same force and effect as if the Settlement Agreement were executed by each  
27 Settlement Class Member.

28 48. Binding on Successors and Assigns. The Settlement Agreement will be binding upon,

1 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

2 49. California Law Governs. All terms of the Settlement Agreement and attached exhibits  
3 hereto will be governed by and interpreted according to the laws of the State of California.

4 50. Execution and Counterparts. The Settlement Agreement is subject only to the execution  
5 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
6 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the  
7 signature page, will be deemed to be one and the same instrument.

8 51. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this  
9 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, Released Class  
10 Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations  
11 and in the context of adversarial litigation, taking into account all relevant factors, present and potential.  
12 The Parties further acknowledge that they are each represented by competent counsel and that they have  
13 had an opportunity to consult with their counsel regarding the fairness and reasonableness of the  
14 Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may  
15 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court  
16 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement  
17 is objectively fair and reasonable.

18 52. Invalidity of Any Provision. Before declaring any provision of the Settlement Agreement  
19 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible  
20 consistent with applicable precedents so as to find all provisions of the Settlement Agreement valid and  
21 enforceable.

22 53. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by  
23 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to  
24 implement the Settlement.

25 54. Non-Admission of Liability. The Parties enter into the Settlement Agreement to resolve  
26 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued  
27 litigation. In entering into the Settlement Agreement, Defendant does not admit, and specifically denies,  
28 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated

pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

55. Captions. The captions and paragraph numbers in the Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of the Settlement Agreement.

56. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of the Settlement Agreement. Accordingly, the Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of the Settlement Agreement.

57. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of the Settlement Agreement, and that the Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

58. All Terms Subject to Final Court Approval. All amounts and procedures described in the Settlement Agreement herein will be subject to final Court approval.

59. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Arby Aiwasian, Esq.  
Joanna Ghosh, Esq.  
Ryan Slinger, Esq.  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

To Defendant:

Alfred J. Landegger, Esq.  
Evelyn Zarraga, Esq.  
**LANDEGGER, VERANO & DAVIS, ALC**  
15760 Ventura Boulevard, Suite 1200  
Encino, California 91436

60. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. Parties agree that the Court shall be requested to find or otherwise order that this is sufficient notice pursuant to California Rules of Court 3.771, and that no individualized notice of the Final Approval Order and Judgment to the Class will be required.

61. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

**IT IS SO AGREED.**

**PLAINTIFF KATHERINE FRANK**

Electronically Signed

202501-28 19:30:55 UTC: 174754132160



Dated: 1/24/2025

Nintex AssureSign®

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Katherine Frank, Plaintiff

**DEFENDANT  
CORE ANALYTICS LABORATORY, INC.**

Dated: 1/25/2025

Signed by:  
*Shruty Parti*  
BD04EE2E0AE04C8

Shruty Parti, Chief Executive Officer  
On behalf of Defendant Core Analytics Laboratory, Inc.,  
a California corporation, formerly known as CERF  
Diagnostics, Inc.

**APPROVED AS TO FORM**

**LAWYERS for JUSTICE, PC**

Dated: 1/27/2025

*Ryan Slinger*  
Arby Aiwarzian  
Joanna Ghosh  
Ryan Slinger  
Attorneys for Plaintiff Katherine Frank and Proposed Class  
Counsel

**LANDEGGER, VERANO & DAVIS**

Dated: 1/24/2025

DocuSigned by:  
*Evelyn Zarraga*  
5D2158FAA35C4A2...

Alfred J. Landegger  
Marie D. Davis  
Evelyn Zarraga  
Attorneys for Defendant Core Analytics Laboratory, Inc.,  
a California corporation, formerly known as CERF  
Diagnostics, Inc.

# **EXHIBIT A**

**NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

***Katherine Frank v. Core Analytics Laboratory, Inc., et al.***

**Superior Court of California for the County of Los Angeles, Case No. 21STCV31386**

***Katherine Frank v. Core Analytics Laboratory, Inc., et al.***

**Superior Court of California for the County of Los Angeles, Case No. 21STCV34823**

**PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.**

**This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class action and representative action settlement has been reached between Plaintiff Katherine Frank ("Plaintiff") and Defendant Core Analytics Laboratory, Inc., a California corporation, formerly known as CERF Diagnostics, Inc. ("Defendant") (together with Plaintiff, the "Parties") in the cases entitled *Katherine Frank v. Core Analytics Laboratory, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV31386 (the "*Frank Class Action*") and Case No. 21STCV34823 (the "*Frank PAGA Action*") (together, the "Actions"), for which Court approval is being sought in the *Frank Class Action* and which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the Settlement and scheduled a hearing on May 30, 2025 at 10:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

**I. IMPORTANT DEFINITIONS**

**"Class" or "Class Members"** means collectively the "General Non-Exempt Class" and the "Mobile Phlebotomist Class" as defined herein.

**"General Non-Exempt Class"** means all current and former hourly-paid or non-exempt employees who worked for Defendant in positions other than mobile phlebotomists in California at any time between August 25, 2017 through April 18, 2023.

**"Mobile Phlebotomist Class"** means all current and former hourly-paid or non-exempt employees who worked for Defendant as mobile phlebotomists in California at any time between April 7, 2021 through April 18, 2023.

**"Class Period"** means the "General Non-Exempt Class Release Period" with respect to the General Non-Exempt Class and the "Mobile Phlebotomist Class Release Period" with respect to the Mobile Phlebotomist Class.

**"General Non-Exempt Class Release Period"** means the time period from August 25, 2017, through April 18, 2023.

**"Mobile Phlebotomist Class Release Period"** means the time period from April 7, 2021, through April 18, 2023.

**"Class Settlement"** means the settlement and resolution of Released Class Claims (described in Section III.D below).

**"PAGA Employees"** means collectively the "General Non-Exempt PAGA Employees" and the "Mobile Phlebotomist PAGA Employees", as defined herein.

**“General Non-Exempt PAGA Employees”** means all current and former hourly-paid or non-exempt employees who worked for Defendant in positions other than mobile phlebotomists in California at any time between July 15, 2020 through April 18, 2023.

**“Mobile Phlebotomist PAGA Employees”** means all current and former hourly-paid or non-exempt employees who worked for Defendants as mobile phlebotomists in California at any time between April 7, 2021 through April 18, 2023.

**“PAGA Period”** means the “General Non-Exempt PAGA Release Period” with respect to the General Non-Exempt PAGA Employees and the “Mobile Phlebotomist PAGA Release Period” with respect to the Mobile Phlebotomist PAGA Employees.

**“General Non-Exempt PAGA Release Period”** means the time period from July 15, 2020, through April 18, 2023.

**“Mobile Phlebotomist PAGA Release Period”** means the time period from April 7, 2021, through April 18, 2023.

**“PAGA Settlement”** means the settlement and release of Released PAGA Claims (described in Section III.D below).

## **II. BACKGROUND OF THE ACTIONS**

On August 25, 2021, Plaintiff commenced the Class Action Complaint entitled *Katherine Frank v. Core Analytics Laboratory, Inc. et al.*, in the Superior Court of California for the County of Los Angeles, Case No. 21STCV31386 (i.e., *Frank* Class Action). On July 15, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that he contends were violated (“PAGA Letter”). On September 21, 2021, Plaintiff commenced the PAGA Action entitled *Katherine Frank v. Core Analytics Laboratory, Inc. et al.*, in the Superior Court of California for the County of Los Angeles, Case No. 21STCV34823 (i.e., *Frank* PAGA Action), by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. On June 28, 2024, Plaintiff filed a First Amended Consolidated Complaint in the *Frank* Class Action, consolidating the Class Action and PAGA Action (“First Amended Complaint”).

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment, and upon termination of employment, and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all the allegations in the Actions and denies that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Katherine Frank as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwanian, Esq.  
Joanna Ghosh, Esq.  
Ryan Slinger, Esq.  
Lawyers for Justice, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you may, if you wish, request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment and you may not request exclusion with respect to the PAGA aspects of the Settlement. Even if you request exclusion from the Class Settlement, you will still receive an Individual PAGA Payment if you are a PAGA Employee and will still be bound to the PAGA Settlement and Judgment with respect to the PAGA Released Claims.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, PAGA Employees, and the State of California. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes may be appropriate under California law.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total settlement amount is Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 1/3 of the Total Settlement Amount (i.e., \$175,000.00) and reimbursement of actual litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (together, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for her services in the Actions (“Enhancement Payment”); (3) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”). The PAGA Amount will be distributed 75% (i.e., \$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Employees.

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee within the State of California during the Class Period (“Workweeks”). Workweeks will be calculated by the Settlement Administrator by determining the number of days between each Class Member’s first day of employment as an hourly-paid, non-exempt employee within the Class Period and their last day of employment as an hourly-paid, non-exempt employee within the Class Period, and dividing by seven (7). The number of Workweeks for each Class Member will be rounded up to the next whole number and each Class Member will be credited with at least one (1) Workweek.

The Settlement Administrator has divided the estimated Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield each Class Member’s estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment. PAGA Employees shall be issued payment of their Individual PAGA Payment regardless of whether they request exclusion from (opt out of) the Class Settlement.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported by the Settlement Administrator on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of taxes and withholdings due on the wages portion of Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of 25% of the PAGA Amount (“Individual PAGA Payment”), based on the number of Pay Periods each PAGA Employee was employed by Defendant during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the 25% portion of the PAGA Amount (“PAGA Employee Amount”) attributed to PAGA Employees by the PAGA Pay Periods worked by all PAGA Employees during the PAGA Period to yield the “PAGA Pay Period Value,” and then multiplied the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Employee to determine the Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported by the Settlement Administrator on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

**B. Your Workweeks and PAGA Pay Periods Based on Defendant’s Records**

According to Defendant’s records:

**During the period from August 25, 2017 to April 18, 2023, you are credited as having worked [ ] Workweeks, as a General Non-Exempt Class Member.**

**During the period from July 15, 2020 to April 18, 2023, you are credited as having worked [ ] PAGA Pay Periods, as a General Non-Exempt PAGA Employee.**

**During the period from April 7, 2021 to April 18, 2023, you are credited as having worked [ ] Workweeks, as a Mobile Phlebotomist Class Member.**

**During the period from April 7, 2021 to April 18, 2023, you are credited as having worked [ ] PAGA Pay Periods, as a Mobile Phlebotomist PAGA Employee.**

If you wish to Challenge the Calculation of Workweeks and/or PAGA Pay Periods credited to you, you must communicate with the Administrator via email or mail prior to the **[Response Deadline]**. The Administrator must encourage the challenging Class Member or PAGA Employee to submit supporting documentation.

**C. Your Estimated Individual Settlement Payment and Individual PAGA Payment**

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you.

**Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[ ]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[ ].**

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

**D. Released Claims**

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims for the Class Period.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to PAGA Employees, and all PAGA Employees, waive, release and discharge Released Parties of any and all Released PAGA Claims for the PAGA Period.

“Released Class Claims” means any and all claims, rights, demands, liabilities, penalties, costs, expenses, attorneys’ fees, damages and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative First Amended Complaint that arose during the Class Period, including the following claims: failure to pay minimum and straight time wages, failure to pay overtime compensation, failure to provide compliant meal periods or pay meal period premiums in lieu thereof, failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof, failure to reimburse necessary business expenses, failure to timely pay final wages upon separation from employment, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, unfair business practices under the Unfair Competition Act (“UCL”), during the Class Period, including, violation of or claims under the following sections of the California Labor Code Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, California Business & Professions Code § 17200, violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys’ fees associated with all of such causes of action under California law. As to any Settlement Class Member who cashes and/or negotiates the check representing their individual Settlement Payment, the signing and negotiation of that check shall serve as the Settlement Class Member’s consent to join the action for purposes of releasing the Released Class Claims arising under the Fair Labor Standards Act (“FLSA”).

“Released PAGA Claims” means any and all claims, causes of action, damages, expenses, benefits interest, penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative First Amended Complaint and in Plaintiff’s PAGA Letter.

“Released Parties” means Defendant, and any of its past, present and/or future, direct and/or indirect, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, and joint venturers.

**E. Attorneys’ Fees and Litigation Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to one-third (1/3) of the Total Settlement Amount (i.e., an amount of up to \$175,000.00) and reimbursement of actual litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (together “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, the Class Members, the PAGA Employees, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), in recognition of her services in connection with the Actions (“Enhancement Payment”). The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that she may be entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Costs of administering the Settlement are estimated not to exceed Ten Thousand Dollars (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Employees of the Settlement, processing Requests for Exclusion, Objections, and Workweeks and/or PAGA Pay Period Challenges, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above. Class Members who opt-out of the Class Settlement, and who are also PAGA Employees, shall still be bound to the PAGA Settlement and Judgment with respect to the PAGA Released Claims.

Class Members and PAGA Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

## **B. Request Exclusion from the Class Settlement**

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by sending the Administrator a letter ("Request for Exclusion") which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked **no later than [Response Deadline]**. Mailed Requests for Exclusion must be sent to the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Employees will be bound by the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion from the Class Settlement.

## **C. Object to the Class Settlement**

You can object to the terms of the Class Settlement, as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator ("Notice of Objection"). Class Members may also object to the terms of the Class Settlement by appearing at the Final Approval Hearing and presenting their objection verbally.

Notice of Objections must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked **no later than [Response Deadline]**.

## **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at the Spring Street Courthouse, 312 N Spring Street, Los Angeles, California 90012, on May 30, 2025, at 10:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs, Enhancement Payment to Plaintiff, PAGA Amount, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

**VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement filed in the *Frank* Class Action and the documents filed in the Actions for a fee by visiting the civil clerk's office, located at 312 N Spring Street, Los Angeles, California 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/>

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

# **EXHIBIT 3**

1 **FIRST AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,”  
3 “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Katherine  
4 Frank (“Plaintiff” or “Class Representative”), individually, on behalf of all others similarly situated and  
5 on behalf of the State of California with respect to aggrieved employees, and Defendant Core Analytics  
6 Laboratory, Inc., a California corporation, formerly known as CERF Diagnostics, Inc. (“Defendant”)  
7 (collectively with Plaintiff, the “Parties”).

8 Pursuant to Paragraph 45 of the Joint Stipulation of Class Action and PAGA Settlement executed  
9 on August 8, 2024, the Parties hereby amend and supplant the Joint Stipulation of Class Action and  
10 PAGA Settlement.

11 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined  
12 herein), the State of California as to the employment of PAGA Employees (as defined herein) and on  
13 Defendant, subject to the terms and conditions hereof and the approval of the Court.

14 **RECITALS**

15 1. On July 15, 2021, Plaintiff provided written notice to the Labor and Workforce  
16 Development Agency (“LWDA”) by online submission and to Defendant by Certified Mail, of her intent  
17 to seek civil penalties for Defendant’s alleged violations of the California Labor Code (“PAGA Letter”).  
18 On August 25, 2021, Plaintiff filed a Class Action Complaint for Damages, thereby commencing a  
19 putative class action entitled *Katherine Frank v. Core Analytics Laboratory, Inc., et al.* in the Superior  
20 Court of California for the County of Los Angeles, Case No. 21STCV31386 (“Action”) against Defendant.  
21 On September 21, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General  
22 Act, California Labor Code § 2698, Et Seq. entitled *Katherine Frank v. Core Analytics Laboratory, Inc.,*  
23 *et al.* in the Superior Court of California for the County of Los Angeles, Case No. 21STCV34823 (“*Frank*  
24 *PAGA Action*”). The Parties have agreed that Plaintiff shall be granted leave to file, and upon being  
25 granted leave will file, a First Amended Consolidated Class Action Complaint for Damages &  
26 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“First  
27 AmendedOperative Complaint”) in the Action, which will add the PAGA claims alleged in the *Frank*  
28 *PAGA Action* which were contemplated, negotiated, and settled at mediation. Together, the Action and

1 Frank PAGA Action are referred to as “Actions.”

2 2. The ~~operative~~ First Amended Complaint alleges eleven (11) causes of action for  
3 violations of California Labor Code on behalf of all current and former hourly-paid or non-exempt  
4 employees who worked for Defendant within the State of California at any time since August 25, 2017,  
5 for failure to pay overtime wages, failure to provide compliant meal periods and premium payments in  
6 lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to pay  
7 minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during  
8 employment, failure to provide compliant wage statements, failure to maintain complete and accurate  
9 payroll records, and failure to reimburse necessary business expenses, for violations of California Business  
10 & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations,  
11 and for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code  
12 Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations.

13 3. Defendant denies all material allegations set forth in the Actions and has asserted  
14 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
15 Defendant desires to fully and finally settle the Actions, Released Class Claims, and Released PAGA  
16 Claims.

17 4. Class Counsel in the Actions diligently investigated the class and PAGA claims against  
18 Defendant, including any and all applicable defenses and the applicable law. The investigation included,  
19 *inter alia*, the exchange of information, data, and documents, and review of corporate policies and  
20 practices.

21 5. On January 16, 2023, the Parties participated in mediation with Jeffrey Krivis, Esq. (the  
22 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the  
23 Mediator’s evaluations, reached the settlement that is memorialized herein. The settlement discussions  
24 were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of  
25 Defendant’s potential liability and exposure in relation to the costs and risks associated with continued  
26 litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation  
27 and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on  
28 the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best

1 interest of the Class Members, State of California, and PAGA Employees in light of all known facts and  
2 circumstances, including the risk of significant delay and uncertainty associated with litigation and  
3 various defenses asserted by Defendant.

4 6. The Parties expressly acknowledge that this Settlement Agreement is entered into solely  
5 for the purpose of compromising significantly disputed claims and that nothing herein is an admission  
6 of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved,  
7 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

#### 8 **DEFINITIONS**

9 7. The following definitions are applicable to this Settlement Agreement. Definitions  
10 contained elsewhere in this Settlement Agreement will also be effective:

11 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for  
12 Class Counsel’s litigation and resolution of the Actions and all actual costs incurred and to be incurred  
13 by Class Counsel in the Actions, as set forth in Paragraph 11 below.

14 b. “Class Counsel” means Lawyers *for* Justice, PC, who will seek to be appointed  
15 counsel for the Class.

16 c. “Class List” means a complete list of all Class Members that Defendant will  
17 diligently and in good faith compile from its records and provide to the Settlement Administrator. The  
18 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each  
19 Class Member’s full name, last known mailing address, Social Security Number, start and end dates  
20 worked for Defendant during the Class Period and during the PAGA Period, and such other information  
21 as is necessary for the Settlement Administrator to calculate Workweeks (as defined below) and PAGA  
22 Pay Periods (as defined below).

23 d. “Class Member(s)” or “Class” means collectively the “General Non-Exempt  
24 Class” and the “Mobile Phlebotomist Class” as defined herein.

25 e. “General Non-Exempt Class” means all current and former hourly-paid or non-  
26 exempt employees who worked for Defendant in positions other than mobile phlebotomists in California  
27 at any time between August 25, 2017 through April 18, 2023.

28 f. “Mobile Phlebotomist Class” means all current and former hourly-paid or non-

exempt employees who worked for Defendant as mobile phlebotomists in California at any time between April 7, 2021 through April 18, 2023.

g. “Class Notice” means the Notice of Class Action and PAGA Settlement, substantially in the form attached as “**Exhibit A.**”

h. “Class Period” means the “General Non-Exempt Class Release Period” with respect to the General Non-Exempt Class and the “Mobile Phlebotomist Class Release Period” with respect to the Mobile Phlebotomist Class.

i. “General Non-Exempt Class Release Period” means the time period from August 25, 2017, through April 18, 2023.

j. “Mobile Phlebotomist Class Release Period” means the time period from April 7, 2021, through April 18, 2023.

k. “Class Representative” or “Plaintiff” means Katherine Frank, the named plaintiff in the Action.

l. “Class Settlement” means the settlement and resolution of all Released Class Claims.

m. “Court” means the Superior Court of the State of California for the County of Los Angeles.

n. “Defendant” means Core Analytics Laboratory, Inc., a California corporation, formerly known as CERF Diagnostics, Inc., the named defendant in the Action.

o. “Defendant’s Counsel” means Alfred J. Landegger and Evelyn Zarraga of Landegger Verano & Davis, ALC.

p. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court entered a Final Approval Order and Judgment; and (6) in the event there

1 are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not  
2 later withdrawn or denied, the later of the following events: five business days after the period for filing  
3 any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment  
4 has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal,  
5 writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been  
6 filed, five business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final  
7 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further  
8 remedies or relief.

9           q.       “Employer Taxes” means the employer’s share of taxes and contributions in  
10 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant  
11 in addition to the Total Settlement Amount.

12           r.       “Enhancement Payment” means the amount to be paid to Plaintiff in recognition  
13 of her efforts and work in prosecuting the Actions on behalf of the Class Members, the State of  
14 California, and PAGA Employees, as set forth in Paragraph 12 below.

15           s.       “Final Approval” means the determination by the Court that the Settlement is  
16 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

17           t.       “Final Approval Hearing” means the hearing at which the Court will consider and  
18 determine whether the Settlement should be granted Final Approval.

19           u.       “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee  
20 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated  
21 in accordance with Paragraph 16.

22           v.       “Individual Settlement Payment” means the net payment of each Settlement Class  
23 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
24 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
25 Paragraph 26 below.

26           w.       “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
27 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in  
28 accordance with Paragraph 15.

1           x.     “LWDA Payment” means the amount of Seventy-Five Thousand Dollars  
2 (\$75,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA for the  
3 PAGA Settlement, as set forth in Paragraph 14.

4           y.     “Net Settlement Amount” means the portion of the Total Settlement Amount that  
5 is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the  
6 Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and  
7 Attorneys’ Fees and Costs.

8           z.     “Notice of Objection” means a Class Member’s written objection to the Class  
9 Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s  
10 full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security  
11 number; (c) contain a written statement of all grounds for the objection accompanied by any legal  
12 support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the  
13 objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address,  
14 postmarked on or before the Response Deadline.

15          aa.    “PAGA Amount” means the allocation of One Hundred Thousand Dollars  
16 (\$100,000.00) from the Total Settlement Amount for the PAGA Settlement. Seventy-five percent (75%)  
17 of the PAGA Amount, or \$75,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and the  
18 remaining twenty-five percent (25%) or, \$25,000.00, will be distributed to PAGA Employees (i.e., the  
19 PAGA Employee Amount).

20          bb.    “PAGA Employees” means collectively the “General Non-Exempt PAGA  
21 Employees” and the “Mobile Phlebotomist PAGA Employees”, as defined herein.

22          cc.    “General Non-Exempt PAGA Employees” means all current and former hourly-  
23 paid or non-exempt employees who worked for Defendant in positions other than mobile phlebotomists  
24 in California at any time between July 15, 2020 through April 18, 2023.

25          dd.    “Mobile Phlebotomist PAGA Employees” means all current and former hourly-  
26 paid or non-exempt employees who worked for Defendant as mobile phlebotomists in California at any  
27 time between April 7, 2021 through April 18, 2023.

28          ee.    “PAGA Employee Amount” means the amount of Twenty-Five Thousand Dollars

1 (\$25,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis  
2 based on their PAGA Pay Periods.

3 ff. “PAGA Period” means the “General Non-Exempt PAGA Release Period” with  
4 respect to the General Non-Exempt PAGA Employees and the “Mobile Phlebotomist PAGA Release  
5 Period” with respect to the Mobile Phlebotomist PAGA Employees.

6 gg. “General Non-Exempt PAGA Release Period” means the time period from  
7 July 15, 2020, through April 18, 2023.

8 hh. “Mobile Phlebotomist PAGA Release Period” means the time period from  
9 April 7, 2021, through April 18, 2023.

10 ii. “PAGA Settlement” means the settlement and resolution of Released PAGA  
11 Claims.

12 jj. “PAGA Pay Periods” means the number of Pay Periods each PAGA Employee  
13 was employed by Defendant during the PAGA Period.

14 kk. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either  
15 Plaintiff or Defendant.

16 ll. “Preliminary Approval” means entry of the Court order granting preliminary  
17 approval of the Settlement Agreement.

18 mm. “Released Class Claims” means any and all claims, rights, demands, liabilities,  
19 penalties, costs, expenses, attorneys’ fees, damages and causes of action that are alleged, or reasonably  
20 could have been alleged based on the facts and claims asserted in the operative First Amended  
21 Complaint~~Action~~ that arose during the Class Period, including the following claims: failure to pay  
22 minimum and straight time wages, failure to pay overtime compensation, failure to provide compliant  
23 meal periods or pay meal period premiums in lieu thereof, failure to authorize and permit compliant rest  
24 periods or pay rest period premiums in lieu thereof, failure to reimburse necessary business expenses,  
25 failure to timely pay final wages upon separation from employment, failure to timely pay wages during  
26 employment, failure to provide compliant wage statements, failure to keep requisite payroll records, unfair  
27 business practices under the Unfair Competition Act (“UCL”), during the Class Period, including,  
28 violation of or claims under the following sections of the California Labor Code Labor Code sections 201,

202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, California Business & Professions Code § 17200, violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys’ fees associated with all of such causes of action under California law. As to any Settlement Class Member who cashes and/or negotiates the check representing their individual Settlement Payment, the signing and negotiation of that check shall serve as the Settlement Class Member’s consent to join the action for purposes of releasing the Released Class Claims arising under the Fair Labor Standards Act (“FLSA”).

nn. “Released PAGA Claims” means any and all claims, causes of action, damages, expenses, benefits, interest, penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative First Amended Complaint and in Plaintiff’s PAGA Letter.

oo. “Released Parties” means Defendant, and any of its past, present and/or future, direct and/or indirect, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, and joint venturers.

pp. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

qq. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks and/or PAGA Pay Periods credited to them, which shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday,

1 in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service  
2 is open. The Response Deadline may also be extended by express agreement between Class Counsel  
3 and Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response  
4 Deadline for that Class Member shall be the extended by fifteen (15) calendar days from the original  
5 Response Deadline.

6 rr. "Settlement Administrator" means Phoenix Settlement Administrators, or any  
7 other third-party class action settlement administrator agreed to by the Parties and approved by the Court  
8 for purposes of administering this Settlement. The Parties and their counsel each represent that they do  
9 not have any financial interest in the Settlement Administrator or otherwise have a relationship with the  
10 Settlement Administrator that could create a conflict of interest.

11 ss. "Settlement Administration Costs" means the costs payable from the Total  
12 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this  
13 Settlement, as set forth in Paragraph 13 below.

14 tt. "Settlement Class Members" means all Class Members who do not submit a timely  
15 and valid Request for Exclusion.

16 uu. "Total Settlement Amount" means the amount of Five Hundred Twenty-Five  
17 Thousand Dollars (\$525,000.00) to be paid by Defendant in full resolution of the Actions, Released Class  
18 Claims, and Released PAGA Claims, which includes all Attorneys' Fees and Costs, Enhancement  
19 Payment, PAGA Amount, Net Settlement Amount to be paid to the Settlement Class Members, and  
20 Settlement Administration Costs. Defendant shall pay the Employer Taxes separately and in addition to  
21 the Total Settlement Amount. The Total Settlement Amount is subject to increase, as provided in  
22 Paragraph 39 below.

23 vv. "Workweeks" means the number of weeks each Class Member was employed by  
24 Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which will  
25 be calculated by the Settlement Administrator by determining the number of days between each Class  
26 Member's first day of employment as an hourly-paid, non-exempt employee within the Class Period and  
27 their last day of employment as an hourly-paid, non-exempt employee within the Class Period, and  
28 dividing by seven (7). The number of Workweeks for each Class Member will be rounded up to the

next whole number and each Class Member will be credited with at least one (1) Workweek.

### **CLASS CERTIFICATION**

8. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

9. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

### **TERMS OF AGREEMENT**

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

#### **10. Funding and Disbursement of the Total Settlement Amount.**

a. Establishing the Qualified Settlement Account. After Preliminary Approval, and prior to the Final Approval Hearing, the Settlement Administrator will provide the Parties with an accounting estimate of the contemplated amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement.

#### **b. Funding the Total Settlement Amount.**

i. Within thirty (30) days of the Effective Date, Defendant will make a deposit of one-half of the Total Settlement Amount (i.e., \$262,500.00), plus an amount sufficient to pay the Employer Taxes, into the qualified settlement account established by the Settlement Administrator ("First Installment").

ii. Within one (1) year after the due date for the First Installment, Defendant will make a deposit of one-half of the Total Settlement Amount (i.e., \$262,500.00), into the qualified settlement account established by the Settlement Administrator ("Second Installment").

iii. To the extent that any payment due date set forth in this Agreement falls on a

1 Saturday, Sunday, or legal holiday, that deadline shall be continued until the  
2 following business day.

3 iv. The Settlement Administrator shall provide Defendant's Counsel with  
4 electronic transfer instructions for Defendant to tender payment to the  
5 Settlement Administrator as described in this Agreement, as soon as possible  
6 after the qualified settlement account has been established. The deadlines for  
7 Defendant's payment of the Total Settlement Amount are contingent upon  
8 receipt of the payment instructions. Defendant expressly agrees to follow the  
9 Settlement Administrator's payment instructions. The Parties agree that the  
10 deadlines for Defendant's payment obligations with respect to each  
11 installment payment made under this Agreement shall be met upon initiating  
12 the electronic transfer of funds to the Settlement Administrator, pursuant to  
13 its instructions, provided, however, that any unsuccessful electronic transfer  
14 of funds be of no fault of Defendant. In the event of an unsuccessful electronic  
15 transfer of funds, the Parties agree to cooperate in good faith to resolve the  
16 issues.

17 c. Disbursement of Total Settlement Amount.

18 i. Within seven (7) calendar days of the funding of the First Installment, the  
19 Settlement Administrator will issue the Individual Settlement Payments to  
20 Settlement Class Members, Individual PAGA Payments to PAGA Employees,  
21 Enhancement Payment to Plaintiff and any remaining balance to the LWDA  
22 for the LWDA Payment. The Settlement Administrator shall also pay the  
23 Employer Taxes and all employee-side payroll taxes, contributions, and  
24 withholdings, and timely forward these to the appropriate government  
25 authorities.

26 ii. Within seven (7) calendar days of the funding of the Second Installment, the  
27 Settlement Administrator will issue the remainder of the LWDA Payment to  
28 the LWDA, Attorneys' Fees and Costs to Class Counsel and the Settlement

Administration Costs to itself.

11. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose attorneys' fees of up to ~~thirty-five percent (35%)~~one-third (1/3) of the Total Settlement Amount (i.e., ~~\$183,750~~175,000.00 if the Total Settlement Amount is \$525,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court's ruling on the request for Attorneys' Fees and Costs shall not affect the enforceability of this Agreement or the terms contained herein.

12. Enhancement Payment. In recognition of her efforts and work in prosecuting the Actions, Defendant agrees not to oppose or impede any application or motion for Enhancement Payment in an amount up to Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff. The Enhancement Payment, which will be paid from the Total Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement Payment as a Settlement Class Members and Individual PAGA Payment as a PAGA Employee. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received.

Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court's ruling on the request for the Enhancement Payment shall not affect the enforceability of this Agreement or the terms contained herein.

13. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Ten Thousand Dollars (\$10,000.00). These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000.00) from the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$25,000.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on PAGA Pay Periods during the PAGA Period (i.e., the Individual PAGA Payments).

1           15.    Individual Settlement Share Calculations. Individual Settlement Shares will be calculated  
2 and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks,  
3 as follows:

4                   a.       After Preliminary Approval of the Settlement, the Settlement Administrator will  
5 divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated  
6 Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated  
7 Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible  
8 to receive under the Class Settlement.

9                   b.       After Final Approval of the Settlement, the Settlement Administrator will divide  
10 the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final  
11 Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final  
12 Workweek Value to yield his or her Individual Settlement Share.

13           16.    Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated  
14 and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of PAGA  
15 Pay Periods as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e.,  
16 25% of the PAGA Amount, by the total number of PAGA Pay Periods of all PAGA Employees to yield  
17 the "PAGA Workweek Value," and multiply each PAGA Employee's individual PAGA Pay Periods by  
18 the PAGA Workweek Value to yield his or her Individual PAGA Payment.

19           17.    Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
20 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
21 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement  
22 shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional  
23 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest  
24 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle  
25 Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits  
26 or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or  
27 agreement in any benefit or compensation plan document that might have been in effect during the Class  
28 Period).

1           18.   Delivery of the Class List.   Within twenty-one (21) calendar days of Preliminary  
2 Approval, Defendant will provide the Class List to the Settlement Administrator.

3           19.   Notice by First-Class U.S. Mail.

4               a.       Within fourteen (14) calendar days after receiving the Class List from Defendant,  
5 the Settlement Administrator will perform a search based on the National Change of Address Database  
6 or any other similar services available, such as provided by Experian, for information to update and  
7 correct for any known or identifiable address changes, and will mail a Class Notice in English and  
8 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via  
9 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement  
10 Administrator.

11              b.       With respect to Class Notices that are returned as undeliverable on or before the  
12 Response Deadline, after the initial mailing of the Class Notice, the Settlement Administrator will  
13 perform a single search for an alternate address by way of skip-trace and perform a single re-mailing of  
14 the Class Notice within five (5) calendar days.

15           20.   Dispute Regarding Workweeks and/or PAGA Pay Periods.   Class Members will have an  
16 opportunity to dispute the number of Workweeks and/or PAGA Pay Periods to which they have been  
17 credited, as reflected in their respective Class Notices.   In order to dispute Workweeks and/or PAGA  
18 Pay Periods, Class Members must submit a written letter to the Settlement Administrator that: (a)  
19 contains the case name and number of the Action; (b) contains the full name, signature, address,  
20 telephone number, and the last four (4) digits of the Social Security Number of the disputing Class  
21 Member; (c) clearly states that the Class Member disputes the number of Workweeks and/or PAGA Pay  
22 Periods credited to him or her and what he or she contends is the correct number to be credited to him  
23 or her; (d) includes information and/or attaches documentation demonstrating that the number of  
24 Workweeks and/or PAGA Pay Periods that he or she contends should be credited to him or her are  
25 correct; and (e) is returned by mail to the Settlement Administrator at the specified address, postmarked  
26 on or before the Response Deadline.   The date of the postmark on the return mailing envelope on the  
27 submission will be the exclusive means to determine whether a dispute has been timely submitted.  
28 Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number

1 of Workweeks and/or PAGA Pay Periods to be credited to a disputing Class Member, Defendant's  
2 records will be presumed correct and determinative of the dispute. However, if a Class Member  
3 produces information and/or documents to the contrary, the Settlement Administrator will evaluate the  
4 materials submitted by the Class Member and the Settlement Administrator will resolve and determine  
5 the number of eligible Workweeks and/or PAGA Pay Periods that the disputing Class Member should  
6 be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be  
7 final and non-appealable.

8       21. Settlement Checks. The Settlement Administrator will be responsible for undertaking  
9 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
10 of checks to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
11 PAGA Employees in accordance with the Settlement Agreement. When issuing payments, the  
12 Settlement Administrator may combine the payment for the Individual Settlement Payment and Individual  
13 PAGA Payment into one check if the intended recipient for both payments is one individual. Each  
14 Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for  
15 one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be  
16 cancelled. All funds remaining in the Qualified Settlement Account in connection with cancelled checks  
17 shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed  
18 Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class Members  
19 who did not cash, deposit, or otherwise negotiate their checks until such time that they claim their property.  
20 The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure  
21 Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether  
22 or not they all cash their Settlement Checks. Settlement Class Members whose Individual Settlement  
23 Payment checks are cancelled, shall, nevertheless, be bound by this Settlement Agreement and the Final  
24 Approval Order and Judgment will have claim preclusive impact with respect to them and all Settlement  
25 Class Members with respect to the Released Class Claims. The Final Approval Order and Judgment will  
26 have claim preclusive impact on the PAGA Employees with respect to the Released PAGA Claims  
27 irrespective of whether their Individual PAGA Payment checks are cancelled.

28       22. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member

wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment with respect to the Class Settlement that may be entered by the Court if it grants Final Approval to the Settlement. All PAGA Employees will be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion and the Final Approval Order and Judgment will have claim preclusive impact on the PAGA Employees with respect to the Released PAGA Claims.

23. Procedures for Objecting to the Class Settlement. To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by the Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of Notices of Objection that

are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

24. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a dispute of Workweeks and/or PAGA Pay Periods; (b) the number of Class Members who have submitted Requests for Exclusion or Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a dispute of Workweeks and/or PAGA Pay Periods.

25. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

26. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Total Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will not undertake any withholding or deductions with respect to the Individual PAGA Payment.

27. Administration of Taxes by the Settlement Administrator. The Settlement Administrator

will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes, advising Defendant's Counsel of the total amount owed for Employer Taxes, and forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities with respect to the wages portion of the Individual Settlement Shares.

28. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and PAGA Employees understand and agree that, except for Defendant's payment of Employer Taxes, they will be solely responsible for correctly characterizing any compensation received under the Settlement on their personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

29. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY

1 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY  
2 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO  
3 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE  
4 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES  
5 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON  
6 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX  
7 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED  
8 BY THIS SETTLEMENT AGREEMENT.

9 30. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
10 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
11 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
12 of action or right herein released and discharged.

13 31. Class Settlement Release. Upon the Effective Date and full funding of the Second  
14 Installment, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion  
15 (i.e., Settlement Class Members), on behalf of themselves and their respective former and present  
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns will be deemed to have  
17 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released  
18 Parties of all Released Class Claims.

19 32. PAGA Settlement Release. Upon the Effective Date and full funding of the Second  
20 Installment, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA  
21 Employees, on behalf of themselves and their respective former and present representatives, agents,  
22 attorneys, heirs, administrators, successors, and assigns will be deemed to have fully, finally, and forever  
23 released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA  
24 Claims. The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of  
25 California, and shall bar by res judicata any claim under the PAGA brought by any person, including  
26 the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the  
27 Released PAGA Claims.

28 33. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full

1 funding of the Total Settlement Amount, Plaintiff, individually and on behalf of her respective former  
2 and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns  
3 will be deemed to have fully released and discharged the Released Parties of and from all claims arising  
4 from her employment with Defendant, separation of employment from Defendant, and any acts that  
5 have or could have been asserted in any legal action or proceeding against Defendant, whether known  
6 or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising  
7 under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII  
8 of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations  
9 Act, California Corporations Code, California Business and Professions Code, California Fair  
10 Employment and Housing Act, California Constitution (all as amended), and law of contract and tort,  
11 as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other  
12 employment compensation, emotional distress, medical expenses, other economic and non-economic  
13 damages, attorney fees, and costs, arising on or before the date of execution of the Settlement  
14 Agreement. ("Plaintiff's Individual Release.") With respect to Plaintiff's Individual Release, Plaintiff  
15 acknowledges and waives any and all rights and benefits available under California Civil Code section  
16 1542, which provides:

17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**  
18 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
19 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY**  
20 **HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**  
21 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

22 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now  
23 known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle fully  
24 and release all claims she now has against the Released Parties, whether known or unknown, suspected  
25 or unsuspected, upon the Effective Date and full funding of the Total Settlement Amount.  
26 Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers'  
27 compensation benefits, claims for unemployment benefits, or other claims that may not be released as  
28 a matter of law.

1           34.     Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

2     Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for  
3     Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will be  
4     responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion.  
5     Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing  
6     it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement  
7     consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an  
8     order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the  
9     following:

- 10           a.     Conditionally certifying the Class for settlement purposes only;  
11           b.     Granting Preliminary Approval of the Settlement;  
12           c.     Preliminarily appointing Plaintiff as representative of the Class;  
13           d.     Preliminarily appointing Class Counsel as counsel for the Class;  
14           e.     Approving, as to form and content, the mutually-agreed upon and proposed Class  
15     Notice and directing its mailing to the Class by First Class U.S. Mail;  
16           f.     Approving the manner and method for Class Members to request exclusion from  
17     or object to the Class Settlement as contained herein and within the Class Notice; and  
18           g.     Scheduling a Final Approval Hearing at which the Court will determine whether  
19     Final Approval of the Settlement should be granted.

20           35.     Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
21     the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to  
22     determine whether Final Approval of the Settlement should be granted, along with the amounts properly  
23     payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment;  
24     (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The  
25     Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response  
26     Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval  
27     of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion  
28     before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the mutually-

1 agreed upon proposed order and judgment (“Final Approval Order and Judgment”), which will provide  
2 for, in substantial part, the following:

3 a. Approval of the Settlement as fair, reasonable, and adequate, and directing  
4 consummation of its terms and provisions;

5 b. Certification of the Settlement Class;

6 c. Approval of the application for Attorneys’ Fees and Costs to Class Counsel;

7 d. Approval of the application for Enhancement Payment to Plaintiff;

8 e. Directing Defendant to fund all amounts due under the Settlement Agreement and  
9 ordered by the Court; and

10 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in  
11 conformity with California Rules of Court 3.769 and the Settlement Agreement.

12 36. Information Regarding Defendant’s Financial Circumstances. If requested by the Court  
13 to support and/or otherwise implement the Settlement, Defendant’s Chief Financial Officer or person  
14 most knowledgeable shall file in the Court a declaration regarding the need to fund the Total Settlement  
15 Amount with the installment plan contained in Paragraph 10.b. The Parties agree that Defendant may  
16 file the declaration in Court, conditionally under seal in conjunction with a motion by Defendant to seal  
17 the declaration, in support of Plaintiff’s motion for preliminary approval.

18 37. Termination or Rescission of Settlement.

19 a. If five percent (5%) or more of the Class Members submit timely and valid  
20 Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must  
21 exercise this right of rescission in writing that is provided to Class Counsel within fourteen (14) calendar  
22 days of the Settlement Administrator providing Defendant’s Counsel a report specifying the number of  
23 Class Members who have submitted a timely and valid Request for Exclusion following the Response  
24 Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration  
25 owed to the Settlement Administrator incurred up to that date.

26 b. If the Court fails or refuses to issue the Final Approval Order and Judgment or fails  
27 to approve any material condition of this Settlement Agreement which effects a fundamental change of  
28 the Settlement Agreement (unless explicitly excepted herein), by way of writing that is provided to the

other Party within ten (10) calendar days thereof, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

38. Effects of Termination or Rescission of the Settlement. Termination or Rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

39. Escalator Clause. Defendant represents that there are collectively 26,994,700 Workweeks worked by all Class Members when measured during the period from August 25, 2017 to AprilJanuary 186, 2023 for the General Non-Exempt Class and from April 7, 2021 to AprilJanuary 1816, 2023 for the Mobile Phlebotomist Class, which is less than 27,170 Workweeks needed to trigger the Escalator Clause. If it is determined that the total number of Workweeks during the period from August 25, 2017 to April 18, 2023 for the General Non-Exempt Class and from April 7, 2021 to April 18, 2023

~~for the Mobile Phlebotomist Class exceed 24,700 by more than ten percent (10%) (i.e. exceeds 27,170); then, Defendant shall have the option to (1) increase the Total Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of workweeks worked by the Class Members above ten percent (10%), (e.g., if the number of workweeks increases by 11% to 27,417 workweeks, the Total Settlement Amount will increase by one percent (1%)), or (2) end the Class Release Periods on the day that the total Class Member Workweeks reach 27,170.~~

40. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

41. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

42. Limitation on Publicity. Plaintiff and Class Counsel will not make any public disclosure of the Settlement or discuss the Settlement with anyone other than those necessary to effectuate the filing of the motion for preliminary approval, until after the motion for preliminary approval is filed. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction against any public disclosure of the Settlement until after the motion for preliminary approval is filed. Prior to and following Preliminary Approval of the Settlement, Plaintiff and Class Counsel will not have any communications with any media other than to direct any media inquiries to the public records of the Actions on file with the Court and will not publicize the Settlement, including on social media. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction against any media comment on the Settlement and its terms. Class Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all

disclosures required to be made to the LWDA in conformity with PAGA.

43. Entire Agreement. The Settlement Agreement and any attached exhibits constitute the entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

44. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

45. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of the Settlement Agreement except by written agreement signed by counsel for all of the Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

46. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

disclosure in any proceeding to enforce its terms.

47. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member or PAGA Employee execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members, and the release provided for by the Settlement Agreement shall have the same force and effect as if the Settlement Agreement were executed by each Settlement Class Member.

48. Binding on Successors and Assigns. The Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

49. California Law Governs. All terms of the Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

50. Execution and Counterparts. The Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

51. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, Released Class Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of the Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

52. Invalidity of Any Provision. Before declaring any provision of the Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of the Settlement Agreement valid and

1 enforceable.

2 53. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by  
3 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to  
4 implement the Settlement.

5 54. Non-Admission of Liability. The Parties enter into the Settlement Agreement to resolve  
6 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued  
7 litigation. In entering into the Settlement Agreement, Defendant does not admit, and specifically denies,  
8 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated  
9 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any  
10 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in  
11 any other unlawful conduct with respect to its employees. Neither the Settlement Agreement, nor any  
12 of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an  
13 admission or concession by Defendant of any such violations or failures to comply with any applicable  
14 law. Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the  
15 Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any  
16 action or proceeding to establish any liability or admission on the part of Defendant or to establish the  
17 existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or  
18 other applicable law.

19 55. Captions. The captions and paragraph numbers in the Settlement Agreement are inserted  
20 for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the  
21 provisions of the Settlement Agreement.

22 56. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
23 conditions of the Settlement Agreement. Accordingly, the Settlement Agreement will not be construed  
24 more strictly against one Party than another merely by virtue of the fact that it may have been prepared  
25 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations  
26 between the Parties, all Parties have contributed equally to the preparation of the Settlement Agreement.

27 57. Representation by Counsel. The Parties acknowledge that they have been represented by  
28 counsel throughout all negotiations that preceded the execution of the Settlement Agreement, and that

the Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

58. All Terms Subject to Final Court Approval. All amounts and procedures described in the Settlement Agreement herein will be subject to final Court approval.

59. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Arby Aiwazian, Esq.  
Joanna Ghosh, Esq.  
Ryan Slinger, Esq.  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

To Defendant:

Alfred J. Landegger, Esq.  
Evelyn Zarraga, Esq.  
**LANDEGGER, VERANO & DAVIS, ALC**  
15760 Ventura Boulevard, Suite 1200  
Encino, California 91436

60. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. Parties agree that the Court shall be requested to find or otherwise order that this is sufficient notice pursuant to California Rules of Court 3.771, and that no individualized notice of the Final Approval Order and Judgment to the Class will be required.

61. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

**IT IS SO AGREED.**

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**PLAINTIFF KATHERINE FRANK**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Katherine Frank, Plaintiff

**DEFENDANT  
CORE ANALYTICS LABORATORY, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Shruty Parti, Chief Executive Officer  
*On behalf of* Defendant Core Analytics Laboratory, Inc.,  
a California corporation, formerly known as CERF  
Diagnostics, Inc.

**APPROVED AS TO FORM**

**LAWYERS *for* JUSTICE, PC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Arby Aiwarzian  
Joanna Ghosh  
Ryan Slinger  
*Attorneys for* Plaintiff Katherine Frank and Proposed Class  
Counsel

**LANDEGGER, VERANO & DAVIS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Alfred J. Landegger  
Marie D. Davis  
Evelyn Zarraga  
*Attorneys for* Defendant Core Analytics Laboratory, Inc.,  
a California corporation, formerly known as CERF  
Diagnostics, Inc.

# **EXHIBIT 4**

**NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

***Katherine Frank v. Core Analytics Laboratory, Inc., et al.***

**Superior Court of California for the County of Los Angeles, Case No. 21STCV31386**

***Katherine Frank v. Core Analytics Laboratory, Inc., et al.***

**Superior Court of California for the County of Los Angeles, Case No. 21STCV34823**

**PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.**

**This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class action and representative action settlement has been reached between Plaintiff Katherine Frank ("Plaintiff") and Defendant Core Analytics Laboratory, Inc., a California corporation, formerly known as CERF Diagnostics, Inc. ("Defendant") (together with Plaintiff, the "Parties") in the cases entitled *Katherine Frank v. Core Analytics Laboratory, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV31386 (the "*Frank Class Action*") and Case No. 21STCV34823 (the "*Frank PAGA Action*") (together, the "Actions"), for which Court approval is being sought in the *Frank Class Action* and which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the Settlement and scheduled a hearing on May 30, 2025 at 10:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

**I. IMPORTANT DEFINITIONS**

**"Class" or "Class Members"** means collectively the "General Non-Exempt Class" and the "Mobile Phlebotomist Class" as defined herein.

**"General Non-Exempt Class"** means all current and former hourly-paid or non-exempt employees who worked for Defendant in positions other than mobile phlebotomists in California at any time between August 25, 2017 through April 18, 2023.

**"Mobile Phlebotomist Class"** means all current and former hourly-paid or non-exempt employees who worked for Defendant as mobile phlebotomists in California at any time between April 7, 2021 through April 18, 2023.

**"Class Period"** means the "General Non-Exempt Class Release Period" with respect to the General Non-Exempt Class and the "Mobile Phlebotomist Class Release Period" with respect to the Mobile Phlebotomist Class.

**"General Non-Exempt Class Release Period"** means the time period from August 25, 2017, through April 18, 2023.

**"Mobile Phlebotomist Class Release Period"** means the time period from April 7, 2021, through April 18, 2023.

**"Class Settlement"** means the settlement and resolution of Released Class Claims (described in Section III.D below).

**"PAGA Employees"** means collectively the "General Non-Exempt PAGA Employees" and the "Mobile Phlebotomist PAGA Employees", as defined herein.

**“General Non-Exempt PAGA Employees”** means all current and former hourly-paid or non-exempt employees who worked for Defendant in positions other than mobile phlebotomists in California at any time between July 15, 2020 through April 18, 2023.

**“Mobile Phlebotomist PAGA Employees”** means all current and former hourly-paid or non-exempt employees who worked for Defendants as mobile phlebotomists in California at any time between April 7, 2021 through April 18, 2023.

**“PAGA Period”** means the “General Non-Exempt PAGA Release Period” with respect to the General Non-Exempt PAGA Employees and the “Mobile Phlebotomist PAGA Release Period” with respect to the Mobile Phlebotomist PAGA Employees.

**“General Non-Exempt PAGA Release Period”** means the time period from July 15, 2020, through April 18, 2023.

**“Mobile Phlebotomist PAGA Release Period”** means the time period from April 7, 2021, through April 18, 2023.

**“PAGA Settlement”** means the settlement and release of Released PAGA Claims (described in Section III.D below).

## **II. BACKGROUND OF THE ACTIONS**

On August 25, 2021, Plaintiff commenced the Class Action Complaint entitled *Katherine Frank v. Core Analytics Laboratory, Inc. et al.*, in the Superior Court of California for the County of Los Angeles, Case No. 21STCV31386 (i.e., *Frank Class Action*). On July 15, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that he contends were violated (“PAGA Letter”). On September 21, 2021, Plaintiff commenced the PAGA Action entitled *Katherine Frank v. Core Analytics Laboratory, Inc. et al.*, in the Superior Court of California for the County of Los Angeles, Case No. 21STCV34823 (i.e., *Frank PAGA Action*), by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. On June 28, 2024, Plaintiff filed a First Amended Consolidated Complaint in the *Frank Class Action*, consolidating the Class Action and PAGA Action (“First Amended Complaint”).

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment, and upon termination of employment, and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all the allegations in the Actions and denies that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Katherine Frank as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwanian, Esq.  
Joanna Ghosh, Esq.  
Ryan Slinger, Esq.  
Lawyers for Justice, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you may, if you wish, request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment and you may not request exclusion with respect to the PAGA aspects of the Settlement. Even if you request exclusion from the Class Settlement, you will still receive an Individual PAGA Payment if you are a PAGA Employee and will still be bound to the PAGA Settlement and Judgment with respect to the PAGA Released Claims.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, PAGA Employees, and the State of California. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes may be appropriate under California law.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total settlement amount is Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 1/3 of the Total Settlement Amount (i.e., \$175,000.00) and reimbursement of actual litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (together, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for her services in the Actions (“Enhancement Payment”); (3) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”). The PAGA Amount will be distributed 75% (i.e., \$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Employees.

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee within the State of California during the Class Period (“Workweeks”). Workweeks will be calculated by the Settlement Administrator by determining the number of days between each Class Member’s first day of employment as an hourly-paid, non-exempt employee within the Class Period and their last day of employment as an hourly-paid, non-exempt employee within the Class Period, and dividing by seven (7). The number of Workweeks for each Class Member will be rounded up to the next whole number and each Class Member will be credited with at least one (1) Workweek.

The Settlement Administrator has divided the estimated Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield each Class Member’s estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment. PAGA Employees shall be issued payment of their Individual PAGA Payment regardless of whether they request exclusion from (opt out of) the Class Settlement.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported by the Settlement Administrator on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of taxes and withholdings due on the wages portion of Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of 25% of the PAGA Amount (“Individual PAGA Payment”), based on the number of Pay Periods each PAGA Employee was employed by Defendant during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the 25% portion of the PAGA Amount (“PAGA Employee Amount”) attributed to PAGA Employees by the PAGA Pay Periods worked by all PAGA Employees during the PAGA Period to yield the “PAGA Pay Period Value,” and then multiplied the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Employee to determine the Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported by the Settlement Administrator on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

**B. Your Workweeks and PAGA Pay Periods Based on Defendant’s Records**

According to Defendant’s records:

**During the period from August 25, 2017 to April 18, 2023, you are credited as having worked [ ] Workweeks, as a General Non-Exempt Class Member.**

**During the period from July 15, 2020 to April 18, 2023, you are credited as having worked [ ] PAGA Pay Periods, as a General Non-Exempt PAGA Employee.**

**During the period from April 7, 2021 to April 18, 2023, you are credited as having worked [ ] Workweeks, as a Mobile Phlebotomist Class Member.**

**During the period from April 7, 2021 to April 18, 2023, you are credited as having worked [ ] PAGA Pay Periods, as a Mobile Phlebotomist PAGA Employee.**

If you wish to Challenge the Calculation of Workweeks and/or PAGA Pay Periods credited to you, you must communicate with the Administrator via email or mail prior to the **[Response Deadline]**. The Administrator must encourage the challenging Class Member or PAGA Employee to submit supporting documentation.

**C. Your Estimated Individual Settlement Payment and Individual PAGA Payment**

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you.

**Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[ ]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[ ].**

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

**D. Released Claims**

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims for the Class Period.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to PAGA Employees, and all PAGA Employees, waive, release and discharge Released Parties of any and all Released PAGA Claims for the PAGA Period.

“Released Class Claims” means any and all claims, rights, demands, liabilities, penalties, costs, expenses, attorneys’ fees, damages and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative First Amended Complaint that arose during the Class Period, including the following claims: failure to pay minimum and straight time wages, failure to pay overtime compensation, failure to provide compliant meal periods or pay meal period premiums in lieu thereof, failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof, failure to reimburse necessary business expenses, failure to timely pay final wages upon separation from employment, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, unfair business practices under the Unfair Competition Act (“UCL”), during the Class Period, including, violation of or claims under the following sections of the California Labor Code Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, California Business & Professions Code § 17200, violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys’ fees associated with all of such causes of action under California law. As to any Settlement Class Member who cashes and/or negotiates the check representing their individual Settlement Payment, the signing and negotiation of that check shall serve as the Settlement Class Member’s consent to join the action for purposes of releasing the Released Class Claims arising under the Fair Labor Standards Act (“FLSA”).

“Released PAGA Claims” means any and all claims, causes of action, damages, expenses, benefits interest, penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative First Amended Complaint and in Plaintiff’s PAGA Letter.

“Released Parties” means Defendant, and any of its past, present and/or future, direct and/or indirect, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, and joint venturers.

**E. Attorneys’ Fees and Litigation Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to one-third (1/3) of the Total Settlement Amount (i.e., an amount of up to \$175,000.00) and reimbursement of actual litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (together “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, the Class Members, the PAGA Employees, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), in recognition of her services in connection with the Actions (“Enhancement Payment”). The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that she may be entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Costs of administering the Settlement are estimated not to exceed Ten Thousand Dollars (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Employees of the Settlement, processing Requests for Exclusion, Objections, and Workweeks and/or PAGA Pay Period Challenges, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above. Class Members who opt-out of the Class Settlement, and who are also PAGA Employees, shall still be bound to the PAGA Settlement and Judgment with respect to the PAGA Released Claims.

Class Members and PAGA Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

### **B. Request Exclusion from the Class Settlement**

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by sending the Administrator a letter ("Request for Exclusion") which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked **no later than [Response Deadline]**. Mailed Requests for Exclusion must be sent to the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Employees will be bound by the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion from the Class Settlement.

### **C. Object to the Class Settlement**

You can object to the terms of the Class Settlement, as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator ("Notice of Objection"). Class Members may also object to the terms of the Class Settlement by appearing at the Final Approval Hearing and presenting their objection verbally.

Notice of Objections must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked **no later than [Response Deadline]**.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at the Spring Street Courthouse, 312 N Spring Street, Los Angeles, California 90012, on May 30, 2025, at 10:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs, Enhancement Payment to Plaintiff, PAGA Amount, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

## **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement filed in the *Frank* Class Action and the documents filed in the Actions for a fee by visiting the civil clerk's office, located at 312 N Spring Street, Los Angeles, California 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/>

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

# **EXHIBIT 5**

**NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

***Katherine Frank v. Core Analytics Laboratory, Inc., et al.***

**Superior Court of California for the County of Los Angeles, Case No. 21STCV31386**

***Katherine Frank v. Core Analytics Laboratory, Inc., et al.***

**Superior Court of California for the County of Los Angeles, Case No. 21STCV34823**

**PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.**

**This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class action and representative action settlement has been reached between Plaintiff Katherine Frank ("Plaintiff") and Defendant Core Analytics Laboratory, Inc., a California corporation, formerly known as CERF Diagnostics, Inc. ("Defendant") (together with Plaintiff, the "Parties") in the cases entitled *Katherine Frank v. Core Analytics Laboratory, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV31386 (the "*Frank Class Action*") and Case No. 21STCV34823 (the "*Frank PAGA Action*") (together, the "Actions"), for which Court approval is being sought in the *Frank Class Action* and which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the Settlement and scheduled a hearing on May 30, 2025 [hearing date] at 10:30 a.m. [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

**I. IMPORTANT DEFINITIONS**

**"Class" or "Class Members"** means collectively the "General Non-Exempt Class" and the "Mobile Phlebotomist Class" as defined herein.

**"General Non-Exempt Class"** means all current and former hourly-paid or non-exempt employees who worked for Defendant in positions other than mobile phlebotomists in California at any time between August 25, 2017 through April 18, 2023.

**"Mobile Phlebotomist Class"** means all current and former hourly-paid or non-exempt employees who worked for Defendant as mobile phlebotomists in California at any time between April 7, 2021 through April 18, 2023.

**"Class Period"** means the "General Non-Exempt Class Release Period" with respect to the General Non-Exempt Class and the "Mobile Phlebotomist Class Release Period" with respect to the Mobile Phlebotomist Class.

**"General Non-Exempt Class Release Period"** means the time period from August 25, 2017, through April 18, 2023.

**"Mobile Phlebotomist Class Release Period"** means the time period from April 7, 2021, through April 18, 2023.

**"Class Settlement"** means the settlement and resolution of Released Class Claims (described in Section III.D below).

**"PAGA Employees"** means collectively the "General Non-Exempt PAGA Employees" and the "Mobile Phlebotomist PAGA Employees", as defined herein.

“**General Non-Exempt PAGA Employees**” means all current and former hourly-paid or non-exempt employees who worked for Defendant in positions other than mobile phlebotomists in California at any time between July 15, 2020 through April 18, 2023.

“**Mobile Phlebotomist PAGA Employees**” means all current and former hourly-paid or non-exempt employees who worked for Defendants as mobile phlebotomists in California at any time between April 7, 2021 through April 18, 2023.

“**PAGA Period**” means the “General Non-Exempt PAGA Release Period” with respect to the General Non-Exempt PAGA Employees and the “Mobile Phlebotomist PAGA Release Period” with respect to the Mobile Phlebotomist PAGA Employees.

“**General Non-Exempt PAGA Release Period**” means the time period from July 15, 2020, through April 18, 2023.

“**Mobile Phlebotomist PAGA Release Period**” means the time period from April 7, 2021, through April 18, 2023.

“**PAGA Settlement**” means the settlement and release of Released PAGA Claims (described in Section III.D below).

## **II. BACKGROUND OF THE ACTIONS**

On August 25, 2021, Plaintiff commenced the Class Action Complaint entitled *Katherine Frank v. Core Analytics Laboratory, Inc. et al.*, in the Superior Court of California for the County of Los Angeles, Case No. 21STCV31386 (i.e., *Frank Class Action*). On July 15, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that he contends were violated (“PAGA Letter”). On September 21, 2021, Plaintiff commenced the PAGA Action entitled *Katherine Frank v. Core Analytics Laboratory, Inc. et al.*, in the Superior Court of California for the County of Los Angeles, Case No. 21STCV34823 (i.e., *Frank PAGA Action*), by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. On June 28, 2024, Plaintiff filed a First Amended Consolidated Complaint in the *Frank Class Action*, consolidating the Class Action and PAGA Action (“First Amended Operative Complaint”).

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment, and upon termination of employment, and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all the allegations in the Actions and denies that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Katherine Frank as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.  
~~Elizabeth Parker Fawley~~ Joanna Ghosh, Esq.  
Ryan Slinger, Esq.  
Lawyers for Justice, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you may, if you wish, request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment and you may not request exclusion with respect to the PAGA aspects of the Settlement. Even if you request exclusion from the Class Settlement, you will still receive an Individual PAGA Payment if you are a PAGA Employee and will still be bound to the PAGA Settlement and Judgment with respect to the PAGA Released Claims.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, PAGA Employees, and the State of California. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes may be appropriate under California law.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total settlement amount is Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed ~~35%~~<sup>1/3</sup> of the Total Settlement Amount (i.e., ~~\$183,750~~<sup>\$175,000.00</sup>) and reimbursement of actual litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (together, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for her services in the Actions (“Enhancement Payment”); (3) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”). The PAGA Amount will be distributed 75% (i.e., \$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Employees.

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee within the State of California during the Class Period (“Workweeks”). Workweeks will be calculated by the Settlement Administrator by determining the number of days between each Class Member’s first day of employment as an hourly-paid, non-exempt employee within the Class Period and their last day of employment as an hourly-paid, non-exempt employee within the Class Period, and dividing by seven (7). The number of Workweeks for each Class Member will be rounded up to the next whole number and each Class Member will be credited with at least one (1) Workweek.

The Settlement Administrator has divided the estimated Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield each Class Member’s estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment. PAGA Employees shall be issued payment of their Individual PAGA Payment regardless of whether they request exclusion from (opt out of) the Class Settlement.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported by the Settlement Administrator on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of taxes and withholdings due on the wages portion of Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of 25% of the PAGA Amount (“Individual PAGA Payment”), based on the number of Pay Periods each PAGA Employee was employed by Defendant during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the 25% portion of the PAGA Amount (“PAGA Employee Amount”) attributed to PAGA Employees by the PAGA Pay Periods worked by all PAGA Employees during the PAGA Period to yield the “PAGA Pay Period Value,” and then multiplied the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Employee to determine the Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported by the Settlement Administrator on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

**B. Your Workweeks and PAGA Pay Periods Based on Defendant’s Records**

According to Defendant’s records:

**During the period from August 25, 2017 to April 18, 2023, you are credited as having worked [ ] Workweeks, as a General Non-Exempt Class Member.**

**During the period from July 15, 2020 to April 18, 2023, you are credited as having worked [ ] PAGA Pay Periods, as a General Non-Exempt PAGA Employee.**

**During the period from April 7, 2021 to April 18, 2023, you are credited as having worked [ ] Workweeks, as a Mobile Phlebotomist Class Member.**

**During the period from April 7, 2021 to April 18, 2023, you are credited as having worked [ ] PAGA Pay Periods, as a Mobile Phlebotomist PAGA Employee.**

If you wish to Challenge the Calculation of Workweeks and/or PAGA Pay Periods credited to you, you must communicate with the Administrator via email or mail prior to the **[Response Deadline]**. The Administrator must encourage the challenging Class Member or PAGA Employee to submit supporting documentation.

**C. Your Estimated Individual Settlement Payment and Individual PAGA Payment**

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you.

**Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[ ]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[ ].**

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

**D. Released Claims**

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims for the Class Period.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to PAGA Employees, and all PAGA Employees, waive, release and discharge Released Parties of any and all Released PAGA Claims for the PAGA Period.

“Released Class Claims” means any and all claims, rights, demands, liabilities, penalties, costs, expenses, attorneys’ fees, damages and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative First Amended Complaint that arose during the Class Period, including the following claims: failure to pay minimum and straight time wages, failure to pay overtime compensation, failure to provide compliant meal periods or pay meal period premiums in lieu thereof, failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof, failure to reimburse necessary business expenses, failure to timely pay final wages upon separation from employment, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, unfair business practices under the Unfair Competition Act (“UCL”), during the Class Period, including, violation of or claims under the following sections of the California Labor Code Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, California Business & Professions Code § 17200, violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys’ fees associated with all of such causes of action under California law. As to any Settlement Class Member who cashes and/or negotiates the check representing their individual Settlement Payment, the signing and negotiation of that check shall serve as the Settlement Class Member’s consent to join the action for purposes of releasing the Released Class Claims arising under the Fair Labor Standards Act (“FLSA”).

“Released PAGA Claims” means any and all claims, causes of action, damages, expenses, benefits interest, penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative First Amended Complaint and in Plaintiff’s PAGA Letter.

“Released Parties” means Defendant, and any of its past, present and/or future, direct and/or indirect, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, and joint venturers.

**E. Attorneys’ Fees and Litigation Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to ~~thirty five percent (35%)~~ one-third (1/3) of the Total Settlement Amount (i.e., an amount of up to ~~\$183,750~~ \$175,000.00) and reimbursement of actual litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (together “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, the Class Members, the PAGA Employees, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), in recognition of her services in connection with the Actions (“Enhancement Payment”). The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that she may be entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Costs of administering the Settlement are estimated not to exceed Ten Thousand Dollars (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Employees of the Settlement, processing Requests for Exclusion, Objections, and Workweeks and/or PAGA Pay Period Challenges, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above. Class Members who opt-out of the Class Settlement, and who are also PAGA Employees, shall still be bound to the PAGA Settlement and Judgment with respect to the PAGA Released Claims.

Class Members and PAGA Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

### **B. Request Exclusion from the Class Settlement**

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by sending the Administrator a letter ("Request for Exclusion") which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked **no later than [Response Deadline]**. Mailed Requests for Exclusion must be sent to the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Employees will be bound by the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion from the Class Settlement.

### **C. Object to the Class Settlement**

You can object to the terms of the Class Settlement, as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator ("Notice of Objection"). Class Members may also object to the terms of the Class Settlement by appearing at the Final Approval Hearing and presenting their objection verbally.

Notice of Objections must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked **no later than [Response Deadline]**.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at the Spring Street Courthouse, 312 N Spring Street, Los Angeles, California 90012, on **May 30, 2025** [date], at **10:30 a.m.** [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs, Enhancement Payment to Plaintiff, PAGA Amount, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

## **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement filed in the *Frank* Class Action and the documents filed in the Actions for a fee by visiting the civil clerk's office, located at 312 N Spring Street, Los Angeles, California 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/>

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

# **EXHIBIT 6**

Arby Aiwarzian (SBN 269827)  
Elizabeth Parker-Fawley (SBN 301592)  
Ryan Slinger (SBN 351297)  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
10/18/2024 1:45 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By G. Carini, Deputy Clerk

*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

KATHERINE FRANK, individually, and on  
behalf of other members of the general public  
similarly situated and on behalf of other  
aggrieved employees pursuant to the California  
Private Attorneys General Act;

Plaintiff,

vs.

CORE ANALYTICS LABORATORY, INC., a  
California corporation; CERF DIAGNOSTICS,  
INC., an unknown business entity; and DOES  
1 through 100, inclusive,

Defendant.

Case No. 21STCV31386

Honorable Stuart M. Rice  
Department 1

**CLASS ACTION**

**PROOF OF SERVICE**

|                  |                 |
|------------------|-----------------|
| Complaint Filed: | August 25, 2021 |
| FAC Filed:       | June 28, 2024   |
| Jury Trial Date: | None Set        |

**PROOF OF SERVICE**

*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 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On October 17, 2024, I served the foregoing document(s) described as:

- **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**
- **DECLARATION OF ELIZABETH PARKER-FAWLEY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF KATHERINE FRANK IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **PROOF OF SERVICE**

on interested parties in this action by Electronic Service as follows:

Marie D. Davis ([marie@landeggeresq.com](mailto:marie@landeggeresq.com))  
Evelyn Zarraga ([Evelyn@landeggeresq.com](mailto:Evelyn@landeggeresq.com))  
**LANDEGGER VERANO & DAVIS, ALC**  
15760 Ventura Blvd., Suite 1200  
Encino, California 91436

*Attorneys for Defendants*

**[X] BY ELECTRONIC SERVICE**

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through **Case Anywhere** by electronically mailing a true and correct copy through **Case Anywhere** to the individual(s) listed above.

State of California, Labor & Workforce Development Agency  
Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

**[X] BY ONLINE SUBMISSION**

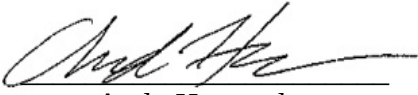
The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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**[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 October 17, 2024, at Glendale, California.

  
Andy Hernandez