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FILED
 Superior Court of California
 County of Sacramento
06/03/2026
 V. Aleman, Deputy

Attorneys for Plaintiff and the Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

Emily Leon, individually and on behalf of all
 similarly situated individuals,

Plaintiff,

vs.

Diagnostic Pathology Medical Group, Inc., a
 California corporation; and **Does 1-100**;

Defendants,

CASE NO. 25CV003872

Assigned for all purposes to:
 Honorable Lauri A. Damrell, Dept. 22

CLASS ACTION

~~**[PROPOSED]**~~ **ORDER PRELIMINARILY
 APPROVING CLASS ACTION
 SETTLEMENT PURSUANT TO THE
 TERMS OF JOINT STIPULATION RE:
 CLASS ACTION SETTLEMENT**

Date: May 8, 2026 [Reserved]
 Time: 9:00 a.m.
 Dept.: 22

Res. No.: A-03872-001

1 Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement of this
2 action on the terms set forth in the Joint Stipulation of Settlement and Release of Class and PAGA
3 Action (the "Settlement" or "Stipulation") came on for hearing on May 8, 2026.

4 Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. 25CV003872, entitled *Emily Leon v. Diagnostic*
6 *Pathology Medical Group, Inc.* (the "Action"), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiff Emily Leon ("Plaintiff" or "Class Representative"), has alleged
8 claims against Diagnostic Pathology Medical Group, Inc. ("DPMG" or "Defendant") as an
9 individual and on behalf of all others similarly situated, comprising: "*All persons who worked at*
10 *least one shift as a non-exempt employee for Defendant in California from February 19, 2021*
11 *through [November 5, 2025, or when the total workweeks worked by the Class reaches 28,500,*
12 *whichever is later]*" ("Class Members"); and

13 WHEREAS, Plaintiff asserts class and PAGA claims in the Action against Defendant for:
14 (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal
15 periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu
16 thereof; (5) failure to reimburse necessary business expenses; (6) failure to provide and maintain
17 accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay wages
18 after employment (9) civil penalties under the Labor Code Private Attorneys General Act of 2004,
19 Cal. Lab. Code §§ 2698, et seq. ("PAGA"); and (10) Unlawful Business Practices, Cal. Bus. &
20 Prof. Code §§ 17200, et seq.

21 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of
22 law alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class
23 Members; and

24 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
25 (collectively, the "Parties") determined that it was mutually advantageous to settle this Action and
26 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

27 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation
28 of Settlement and Release of Class and PAGA Action on January 28, 2026, which provides for the

1 final resolution of all class and PAGA claims asserted by Plaintiff against Defendant in the Action,
2 on the terms and conditions set forth in the Stipulation, subject to the approval of this Court;

3 NOW, therefore, the Court grants preliminary approval of the Settlement, and

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

5 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
6 in this Order shall have the meanings set forth therein.

7 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the
8 Class.

9 3. The Class is defined as follows: “*All persons who worked at least one shift as a non-*
10 *exempt employee for Defendant in California from February 19, 2021 through [November 5, 2025,*
11 *or when the total workweeks worked by the Class reaches 28,500, whichever is later]*”.

12 4. The Court has determined that the ^{revised} Class Notice fully and accurately informs all
13 persons in the Class of all material elements of the proposed Settlement, constitutes the best notice
14 practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Class
15 Members. The Class Notice is attached as ~~Exhibit A~~ ^{Exhibit 1 to the May 8, 2026 Joint Supplemental Brief} and incorporated by reference.

16 5. The Court hereby grants preliminary approval of the Settlement and Stipulation as
17 fair, reasonable, and adequate in all respects to the Class Members, and orders the parties to
18 consummate the Settlement in accordance with the terms of the Stipulation, including the terms and
19 procedures for Class Members to object or request exclusion to the Settlement.

20 6. The plan of distribution as set forth in the Stipulation providing for the distribution
21 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
22 reasonable, and adequate.

23 7. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
24 Siegel and Melissa R. Rinehart of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles,
25 California 90014.

26 8. The Court preliminarily approves the payment of attorneys’ fees in the amount of
27
28

1 \$244,625.00¹ (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be
2 paid from the Maximum Settlement Amount.

3 9. The Court preliminarily approves the payment of incurred reasonable costs in an
4 amount not to exceed \$22,000.00 to Class Counsel, which shall be paid from the Maximum
5 Settlement Amount as defined in the parties' Stipulation.

6 10. The Court preliminarily approves a payment in the amount of \$75,000.00 of the
7 settlement amount to be allocated to PAGA, of which \$48,750.00 will be paid to the California
8 Labor & Workforce Development Agency, representing the State of California's portion of civil
9 penalties under PAGA (or 65% of \$75,000.00), and \$26,250.00 to the alleged Aggrieved
10 Employees (or 35% of \$75,000.00), which shall both be paid from the Maximum Settlement
11 Amount.

12 11. The Court appoints CPT Group, Inc., as the Settlement Administrator. The Court
13 preliminarily approves the payment of incurred reasonable claims administration costs to the
14 Settlement Administrator, who is CPT Group, Inc., in an amount not to exceed \$25,000, which shall
15 be paid from the Maximum Settlement Amount. The Court further orders the Class Administrator
16 to conduct the notice process as set forth in the Settlement.

17 12. The Court preliminarily approves an enhancement award to the Class
18 Representative, Emily Leon in the amount of \$10,000.00, which amount shall be paid from the
19 Maximum Settlement Amount.

20 13. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
21 are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or
22 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
23 wrongdoing in this Action or in any other proceeding.

24 14. In the event that the Settlement does not become effective in accordance with the
25 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
26

27 ¹ For the avoidance of doubt, any increase to the Maximum Settlement Amount caused the Escalator
28 Provision of the Settlement shall apply to Class Counsel's fees such that they shall be equal to one-
third of the amount of the escalated Maximum Settlement.

1 the extent provided by and in accordance with the Stipulation and shall be vacated. In such event,
2 all orders entered and releases delivered in connection herewith shall be null and void to the extent
3 provided by and in accordance with the Stipulation, and each party shall retain his or its rights to
4 proceed with litigation of the Action.

5 15. The Court further sets a hearing for final approval of the Class Action settlement on
6 September 18, 2026 at 9:00 a.m./~~p.m.~~

7
8 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**
9

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11 DATED: 06/03/2026



A handwritten signature in dark ink, appearing to read "L. Damrell".

Hon. Lauri A. Damrell
Sacramento County Superior Court Judge