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

CRAIG CLARK and HENRY NELSON,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

QUEST DIAGNOSTICS CLINICAL
LABORATORIES, INC., et al.,

Defendants.

CASE NO. BC594022

(Consolidated with Case Nos. BC660722
and BC594129)

(Assigned to Hon. Laura A. Seigle, Dept. SS-17)

CLASS ACTION

**[PROPOSED] ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT**

DATE: September 15, 2026

TIME: 9:00 a.m.

DEPT: SS-17

Additional Plaintiffs' Counsel

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1 **[PROPOSED] ORDER**

2 Before the Court is Plaintiffs' Craig Clark and Henry Nelson's ("Plaintiffs") Motion for
3 Preliminary Approval of Settlement (the "Motion"). Plaintiffs and Defendants Quest Diagnostics
4 Incorporated and Quest Diagnostics Clinical Laboratories, Inc. ("Defendants," and together with
5 Plaintiffs, the "Parties") have agreed to resolve this consolidated class and PAGA representative
6 action on the terms and conditions set forth in the Parties' fully executed Stipulation of Class and
7 PAGA Representative Action Settlement (the "Agreement"), a copy of which is attached as Exhibit
8 1 to the Declaration of Angeli Murthy submitted in support of the Motion.

9 The Court, having reviewed and considered the Motion, the supporting memorandum of
10 points and authorities, the Agreement and its exhibit, the declarations submitted in support of the
11 Motion and the exhibits thereto, and the record in this consolidated action, and good cause
12 appearing, HEREBY ORDERS AS FOLLOWS:

13 1. The Motion is GRANTED. The Court grants preliminary approval of the class action
14 and PAGA representative action settlement between Plaintiffs and Defendants upon the terms and
15 conditions set forth in the Agreement. The Court preliminarily finds that the terms of the settlement
16 are fair, reasonable, and adequate, and fall within the range of possible final approval, subject to
17 further consideration at the Final Approval Hearing described below.

18 2. For purposes of this Order, the Court adopts and incorporates the definitions set forth
19 in the Agreement. Capitalized terms used in this Order and not otherwise defined here have the
20 meanings given to them in the Agreement.

21 3. The Court preliminarily finds that the settlement is the product of informed, non-
22 collusive negotiations conducted at arm's length by experienced counsel following approximately
23 ten years of litigation, including contested class certification proceedings, substantial law and motion
24 practice, and extensive discovery and investigation. The Parties reached the settlement after two full-
25 day private mediations, most recently on August 11, 2025 before Eve Wagner, an experienced wage
26 and hour mediator, and after further negotiations facilitated by Ms. Wagner. The Court has
27 considered the strengths and risks of Plaintiffs' claims and Defendants' asserted defenses, the
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1 allocation of the settlement proceeds, and the fact that the settlement represents a compromise of the
2 Parties' respective positions rather than a determination of liability.

3 4. Solely for purposes of settlement in accordance with the Agreement, the Court finds
4 that the requirements for certification of a settlement class are satisfied and certifies, for settlement
5 purposes only, the following class (the "Settlement Class"):

6 All of Defendants' non-exempt California-based Route Service
7 Representatives, or similarly titled employees, who worked for Defendants
8 during the Class Settlement Period.

8 As set forth in Sections 1.4 and 3.2.2 of the Agreement, the Class Settlement Period is the
9 period from September 9, 2011 to March 2, 2026 The Settlement Class is consistent with the class
10 previously certified by the Court on May 31, 2019, with the class period conformed to the Class
11 Settlement Period set forth in the Agreement.

12 5. Pursuant to the Agreement, and for settlement purposes only, the Court further finds
13 that:

14 a. The Settlement Class, which includes more than one thousand members, is so
15 numerous that joinder of all members is impracticable;

16 b. There are questions of law and fact common to the Settlement Class that
17 predominate over questions affecting only individual members;

18 c. The claims of Plaintiffs are typical of the claims of the Settlement Class;

19 d. Plaintiffs Craig Clark and Henry Nelson will fairly and adequately protect the
20 interests of the Settlement Class, and they are appointed as the Class Representatives;

21 e. Angeli Murthy and Kimberly De Arcangelis of Morgan & Morgan, P.A.;
22 Charles J. LaDuca, Brendan Thompson, and Christian Hudson of Cuneo, Gilbert & LaDuca,
23 LLP; Michael H. Boyamian and Armand R. Kizirian of Boyamian Law, Inc.; Kashif Haque,
24 Samuel A. Wong, and Jessica L. Campbell of Aegis Law Firm, PC; and Thomas W. Falvey
25 of the Law Offices of Thomas W. Falvey will fairly and adequately protect the interests of
26 the Settlement Class, and they are appointed as Class Counsel for purposes of settlement; and

27 f. Certification of the Settlement Class is superior to other available methods for
28 the fair and efficient adjudication of the controversy.

1 6. The Court preliminarily approves the Parties’ settlement of claims for civil penalties
2 under the Private Attorneys General Act, Labor Code section 2698 et seq. (“PAGA”), on behalf of
3 the State of California, the Labor and Workforce Development Agency (“LWDA”), and the PAGA
4 Members for the PAGA Settlement Period (September 9, 2014 through the end of the Class
5 Settlement Period), including the allocation of \$300,000.00 of the Gross Settlement Amount as the
6 PAGA Payment, of which \$225,000.00 (75%) will be paid to the LWDA and \$75,000.00 (25%) will
7 be distributed to the PAGA Members on a pro rata basis according to their Eligible Pay Periods.
8 PAGA Members may not opt out of the PAGA portion of the settlement. Plaintiffs have submitted
9 the proposed settlement to the LWDA as required by Labor Code section 2699(l)(2).

10 7. The Court preliminarily approves the Gross Settlement Amount of Six Million
11 Dollars (\$6,000,000.00), which is non-reversionary and inclusive of all Individual Settlement
12 Payments to Participating Class Members, the PAGA Payment, Class Counsels’ attorneys’ fees and
13 costs, the Class Representatives’ Incentive Awards, and Settlement Administration Costs. In addition
14 to the Gross Settlement Amount, Defendants will separately pay the employer’s share of payroll
15 taxes on the portion of the Individual Settlement Payments allocated to wages. The Gross Settlement
16 Amount remains subject to the escalation and truncation provisions of Section 3.2.2 of the
17 Agreement in the event the Settlement Class Members’ workweeks during the Class Settlement
18 Period exceed 367,400.

19 8. The Court preliminarily approves the terms of the Agreement providing for an award
20 of attorneys’ fees and costs to Class Counsel, Incentive Awards to the Class Representatives, and
21 Settlement Administration Costs, each payable from the Gross Settlement Amount. The amounts of
22 those awards will be determined by the Court at the Final Approval Hearing in connection with
23 Plaintiffs’ motion for final approval of the settlement and Class Counsels’ motion for an award of
24 attorneys’ fees, costs, and Incentive Awards. Nothing in this Order constitutes a determination or
25 approval of those amounts, and any amounts requested but not awarded will be added to the Net
26 Settlement Amount for distribution to Participating Class Members.

27 9. CPT Group, Inc. is appointed as the Settlement Administrator and is directed to
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1 perform the duties assigned to the Settlement Administrator under the Agreement, including mailing
2 the Notice of Settlement, receiving and processing Opt-Out Requests, written objections, and
3 Eligible Workweek and Eligible Pay Period disputes, providing weekly reports to the Parties'
4 counsel, calculating and distributing all payments under the Agreement, establishing and
5 administering the Qualified Settlement Fund, and performing related tax reporting and
6 administration.

7 10. The Court approves, as to form and content, the Notice of Settlement in substantially
8 the form attached as Exhibit 1 to the Agreement. The Court finds that mailing the Notice of
9 Settlement to Settlement Class Members by first-class United States mail, after updating addresses
10 through the U.S. Postal Service National Change of Address Database and together with the skip-
11 trace and re-mailing procedures set forth in the Agreement, is the best notice practicable under the
12 circumstances, constitutes due and sufficient notice to the Settlement Class, and satisfies the
13 requirements of California Rules of Court, rules 3.766 and 3.769, and of due process. The Notice of
14 Settlement fairly and accurately informs Settlement Class Members of the terms of the settlement,
15 their estimated payments, and their rights and options under the settlement, including the procedures
16 for opting out, objecting, and disputing the Eligible Workweeks and Eligible Pay Periods credited to
17 them.

18 11. Within twenty-one (21) calendar days after entry of this Order, Defendants shall
19 provide the Class Data to the Settlement Administrator. Within twenty-one (21) calendar days after
20 receipt of the Class Data, the Settlement Administrator shall mail the Notice of Settlement to all
21 Settlement Class Members by first-class mail. If any Notice of Settlement is returned as
22 undeliverable, the Settlement Administrator shall perform a skip trace and shall re-mail the Notice of
23 Settlement to any updated address obtained within two (2) business days, in accordance with Section
24 4.2.2 of the Agreement.

25 12. The Response Deadline is forty-five (45) calendar days after the Settlement
26 Administrator first mails the Notice of Settlement, and is the last day for Settlement Class Members
27 to postmark or submit an Opt-Out Request, a written objection, or an Eligible Workweek or Eligible
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1 Pay Period dispute. For any Settlement Class Member whose Notice of Settlement is re-mailed after
2 being returned as undeliverable, the Response Deadline is fifty-five (55) calendar days after the
3 initial mailing or fourteen (14) calendar days after the re-mailing, whichever is later. Settlement
4 Class Members are not required to submit a claim form to receive payment under the settlement.

5 13. Any Settlement Class Member other than the Class Representatives may request
6 exclusion from the class portion of the settlement by submitting a written Opt-Out Request to the
7 Settlement Administrator in accordance with Section 4.3.1 of the Agreement. To be valid, an Opt-
8 Out Request must be faxed, emailed, or postmarked on or before the Response Deadline; must
9 include the Settlement Class Member's name, address, and email address or telephone number; must
10 be signed and dated by the Settlement Class Member; and must reasonably communicate the
11 Settlement Class Member's election to be excluded from the class portion of the settlement.
12 Settlement Class Members who timely submit a valid Opt-Out Request will not receive an Individual
13 Settlement Payment and will not be bound by the release of the Released Class Claims. Settlement
14 Class Members who do not timely submit a valid Opt-Out Request will be Participating Class
15 Members and will be bound by the Agreement, including the release of the Released Class Claims.
16 Because PAGA Members may not opt out of the PAGA portion of the settlement, PAGA Members
17 who submit an Opt-Out Request will nonetheless receive their Individual PAGA Payments and will
18 be bound by the release of the Released PAGA Claims.

19 14. Any Participating Class Member other than the Class Representatives may object to
20 the settlement in writing, in person at the Final Approval Hearing, or both. Written objections must
21 be sent to the Settlement Administrator by fax, email, or mail, or mailed to or filed with the Court,
22 on or before the Response Deadline, and should include the name and number of this case, the
23 objector's name and address, the reasons for the objection, and any documents supporting the
24 objection. The Settlement Administrator shall provide all written objections to the Parties' counsel
25 within two (2) days of receipt. A Participating Class Member's failure to submit a timely written
26 objection does not preclude that member from appearing at the Final Approval Hearing to object in
27 person. If a Settlement Class Member submits both an Opt-Out Request and an objection by the
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1 Response Deadline, the Opt-Out Request will be deemed valid and the objection will be deemed
2 invalid.

3 15. Participating Class Members and PAGA Members may dispute the Eligible
4 Workweeks or Eligible Pay Periods stated on their Notice of Settlement by submitting information in
5 writing to the Settlement Administrator no later than the Response Deadline. The Settlement
6 Administrator shall work jointly with Class Counsel and Defendants' Counsel to resolve any such
7 dispute in good faith. If the dispute cannot be resolved by agreement, the Court will make the final
8 decision based on the information presented by the individual and the Parties.

9 16. During the notice period and for a reasonable period thereafter, the Settlement
10 Administrator shall provide weekly reports to Class Counsel and Defendants' Counsel regarding the
11 number of Opt-Out Requests, written objections, and Eligible Workweek and Eligible Pay Period
12 disputes received, together with available data regarding undeliverable and re-mailed Notices of
13 Settlement.

14 17. Neither the Parties nor their counsel shall solicit or encourage any Settlement Class
15 Member to submit an Opt-Out Request or an objection to the settlement.

16 18. A Final Approval Hearing shall be held on _____, at
17 _____, or as soon thereafter as the matter may be heard, in Department SS-17 of the Spring
18 Street Courthouse of the above-entitled Court, located at 312 North Spring Street, Los Angeles,
19 California 90012, before the Honorable Laura A. Seigle. At the Final Approval Hearing, the Court
20 will determine: (a) whether the settlement should be finally approved as fair, reasonable, and
21 adequate as to the Settlement Class; (b) the amount of attorneys' fees and costs to be awarded to
22 Class Counsel; (c) the amounts of the Incentive Awards to the Class Representatives; (d) whether the
23 PAGA Payment should be finally approved; and (e) whether Judgment should be entered.
24 Participating Class Members may appear at the Final Approval Hearing, in person or through
25 counsel at their own expense, whether or not they have submitted a written objection.

26 19. Plaintiffs shall file their motion for final approval of the settlement, and Class
27 Counsel shall file their motion for an award of attorneys' fees and costs and for the Class
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Representatives' Incentive Awards, at least thirty (30) calendar days before the Final Approval Hearing, or as otherwise directed by the Court. Consistent with Section 4.8.1 of the Agreement, the proposed Order of Final Approval and the associated proposed Judgment shall be filed with the motion for final approval.

20. The Court orders the following implementation schedule:

Event	Date
<u>Provision of Class Data</u> : Last day for Defendants to provide all necessary class data to the Settlement Administrator.	Within 21 calendar days of preliminary approval of the settlement. (Settlement Agreement ¶ 4.2.1)
<u>Notice Date</u> : Last day for Settlement Administrator to mail class notice to Class Members	21 days calendar following the provision of Class Data by Defendants. (Settlement Agreement ¶ 4.2.2)
<u>Close of Objection Period</u> : Last day for Class Members to file a written objection with the Settlement Administrator	45 days after Notice Date or, for remailed Notices, 55 days after Notice Date or 14 days after remailing, whichever is later. (Settlement Agreement ¶¶ 1.31, 4.4)
<u>Close of Exclusion Period</u> : Last day for Class Members to submit a request for exclusion	45 days after Notice Date or, for remailed Notices, 55 days after Notice Date or 14 days after remailing, whichever is later. (Settlement Agreement ¶¶ 1.31, 4.3.1.)
<u>Close of Dispute Period</u> : Last day for Participating Class Members and PAGA Members to submit Eligible Workweek or Eligible Pay Period disputes to the Settlement Administrator	45 days after Notice Date or, for remailed Notices, 55 days after Notice Date or 14 days after remailing, whichever is later. (Settlement Agreement ¶¶ 1.31, 4.5)
<u>Motion for Attorneys' Fees, Costs, and Incentive Awards</u> : Last day for Class	At least 16 business days before the Final Approval Hearing.

Counsel to file motion for an award of attorneys' fees, costs and Class Representative Incentive Award	
<u>Motion for Final Approval</u> : Last day for Plaintiffs to file motion and supporting documents for final approval of class action settlement	At least 16 business days before the Final Approval Hearing.
<u>Declaration of Due Diligence</u> : Last day for Settlement Administrator to submit a declaration regarding the mailing of the Notice of Settlement and the Opt-Out Requests, objections, and disputes received.	14 calendar days before the Final Approval Hearing.
<u>Final Approval Hearing</u> : Date of fairness hearing.	Approximately forty-five (45) days following the Close of the Exclusion, Dispute, and Objection Periods, or as soon after as may be convenient for the Court.

21. The Court reserves the right to continue or adjourn the Final Approval Hearing, and to extend any of the deadlines set forth in this Order, without further notice to Settlement Class Members. The Court retains jurisdiction to consider all further applications arising out of or connected with the settlement.

22. Except as necessary to effectuate the settlement and this Order, all proceedings in this consolidated action are stayed pending the Final Approval Hearing.

23. Pending the Final Approval Hearing, Plaintiffs and all Settlement Class Members (unless and until a Settlement Class Member timely submits a valid Opt-Out Request) are enjoined from filing or prosecuting any claims, suits, or administrative proceedings against the Released Parties regarding the Released Class Claims, and Plaintiffs and the PAGA Members are enjoined

1 from filing or prosecuting any claims against the Released Parties regarding the Released PAGA
2 Claims.

3 24. If the settlement does not receive final approval, if the Effective Date does not occur,
4 or if the Agreement is terminated or becomes null and void pursuant to its terms, this Order shall be
5 vacated, the Parties shall be restored to their respective positions as of the date and time immediately
6 before the execution of the Agreement, and neither the Agreement, this Order, nor any proceedings
7 related to the settlement shall be used or construed as an admission or finding of any kind, including
8 with respect to the merits of the claims asserted or the propriety of class or representative treatment
9 of this action for any purpose other than settlement.

10 25. The Court may finally approve the settlement at or after the Final Approval Hearing
11 with such non-material modifications as may be agreed to by the Parties, if appropriate, without
12 further notice to the Settlement Class.

13 **IT IS SO ORDERED.**

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15 DATED: _____

16 Honorable Laura A. Seigle
17 Judge of the Superior Court
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