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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

**PLAINTIFFS' NOTICE OF MOTION AND
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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NOTICE OF MOTION

PLEASE TAKE NOTICE that on September 15, 2026, at 9:00 a.m. or as soon thereafter as this matter may be heard in Department SS-17 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California, 90012, Plaintiffs CRAIG CLARK and HENRY NELSON, on behalf of themselves and all others similarly situated (collectively “Plaintiffs”) will, and hereby do, move the Court to grant preliminary approval of the proposed class action settlement presented herein. More specifically, Plaintiffs request that the Court: (a) certify the Settlement Class for settlement purposes, and appoint Plaintiffs as Class Representatives and their counsel as Class Counsel; (b) grant preliminary approval of the proposed class action settlement; (c) preliminarily approve the requests for attorneys’ fees, costs and incentive awards sought herein; (d) approve the form of, and authorize the mailing of, the proposed class action settlement notice; and (e) schedule a hearing for final approval of the settlement and for the approval of attorneys’ fees, costs, and class representative incentive awards.

Plaintiffs bring this Motion on the grounds that the proposed settlement is within the range of reasonableness to be preliminarily approved as fair, reasonable and adequate in all respects. This Motion is based upon the attached Memorandum of Points and Authorities, the Parties’ Stipulation of Class and PAGA Representative Settlement, the Declarations of Angeli Murthy, Christian Hudson, Cody Kennedy, Michael H. Boyamian, Jessica Campbell, Craig Clark, Henry Nelson and any such evidence and argument as the Court may consider at the hearing on this Motion.

DATED: August 21, 2026

MORGAN & MORGAN

By: /s/ Angeli Murthy
Angeli Murthy
Attorneys for Plaintiffs

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I. INTRODUCTION

Plaintiffs Craig Clark and Henry Nelson (“Plaintiffs”), along with Defendant Quest Diagnostics Clinical Laboratories, Inc. (QDCL) and Quest Diagnostics Incorporated (QD) (together “Defendants” or “Quest”) (collectively “the parties”) have agreed to a class-wide, non-reversionary settlement of the alleged wage and hour claims.

Under the terms of the proposed settlement, Defendants have agreed to pay a total of **Six-million dollars (\$6,000,000)**. This serves as an excellent outcome for the approximately 1,619 Class Members, especially given the nature and durations of the alleged unpaid work tasks (i.e. minutes spent scanning specimens off-the-clock and answering supervisors/dispatch.) Notably, this settlement results in an average gross recovery of **\$3,705** for each of the members of the class. Indeed, the proposed settlement affords Class Members substantial monetary relief without the expense, delay, and uncertainty of continued litigation, trial, and subsequent appeal(s). This is particularly true where, as here, Defendants have, at all times, disputed the factual and legal contentions of all the claims asserted. Absent settlement, the Parties would be required to prevail at trial as to liability and damages on each of the claims alleged, which would be costly, time consuming to resolve, and would present substantial risk as to both sides of the case.

The instant action has been quite exceptional in many regards, requiring the combined efforts of six (6)¹ separate Plaintiffs’ law firms over the course of more than ten (10) years. This action predated the retirements of previously presiding Hon. Judge Buckley and Hon. Judge Rice and the passing of Plaintiffs’ former lead trial counsel and esteemed litigator - Stanley Saltzman. Throughout that time period, Plaintiffs and their counsel have repeatedly prevailed at critical legal junctures and successfully safeguarded the interests of the long-certified Class.

As discussed *supra*, before reaching this settlement, Plaintiffs and their Counsel spent approximately 10 years litigating this case. Plaintiffs’ Counsel spent four years gathering evidence and refining their legal theories in order to successfully certify a class of Route Service Representative

¹ Marlin & Saltzman, LLP; The Law Office of Thomas Falvey; Boyamian Law; Aegis Law Firm, PC; Cuneo Gilbert Flannery & Laduca, LLP; Morgan & Morgan

1 workers. Plaintiffs and Class Counsel then maintained certification for six (6) years, overcoming both
2 Motions for Decertification and Summary Adjudication. Plaintiffs obtained, and engaged in an
3 extensive expert-assisted review of, Quest’s corporate documents and data including detailed time and
4 pay records, alongside extensive and voluminous Route Service Representative (“RSR”) scanner and
5 dispatch records. The Parties also engaged in numerous depositions including the several corporate
6 witnesses designated by Defendants as person(s) most qualified regarding complex topics such as
7 Defendants’ internal system architecture and work data recording practices.

8 At the time settlement was reached, Plaintiffs were actively preparing for the monumental task
9 of trial of a case with more than a thousand certified class members and a class period spanning more
10 than 14 years. Upon being assigned to this Department, Plaintiffs’ Counsel also immediately resumed
11 pursuing court intervention to resolve an ongoing discovery dispute with Defendants and laying the
12 groundwork to update expert reports to account for the anticipated additional discovery responses and
13 data.

14 As will be shown herein, the proposed settlement is fair, reasonable and adequate, and more
15 than satisfies the criteria for preliminary approval. Accordingly, Plaintiffs request that the Court grant
16 preliminary approval of the proposed settlement, preliminarily approve the attorneys’ fees, costs and
17 incentive award sought herein, direct distribution of the Class Notice in the manner provided in the
18 Parties’ agreement, and set a hearing for final approval.

19 **II. PROCEDURAL AND FACTUAL BACKGROUND**

20 **A. *Plaintiffs’ Claims and Relevant Background***

21 On September 9, 2015, Plaintiff Craig Clark filed a class action and PAGA complaint in Los
22 Angeles Superior Court. On May 4, 2016, Plaintiff Henry Nelson filed a class action complaint in the
23 Orange County Superior Court, which Defendants removed to the United States District Court for the
24 Southern District of California on June 15, 2016 under the Class Action Fairness Act. On January 6,
25 2017, Plaintiff Henry Nelson and Defendants stipulated to the filing of a narrowed First Amended
26 Complaint and remanding the case to the Orange County Superior Court, and thereafter stipulated to
27 change venue to Los Angeles Superior Court. (Declaration of Michael H. Boyamian (“Boyamian
28

Decl.”), filed concurrently herewith, ¶¶ 10-13.) On July 7, 2017, Plaintiff Craig Clark and Henry Nelson filed a Consolidated Class Action Complaint (“Complaint”) in Los Angeles Superior Court, asserting claims on behalf of all current and former non-exempt Route Service Representatives (“RSRs”) in California alleging the following claims/theories of liability:

- **Failure to Pay Minimum Wages and Designated Rates** (Labor Code §§ 223, 1182.12, 1194 and 1197 and Wage Order) Defendants uniformly failed to pay wages for “off-the-clock” work performed by RSRs despite being aware that such work was not being captured by Defendants’ timekeeping and payroll systems. Such unpaid “off-the-clock” work includes but is not limited to all time spent while “on-call”, “interrupted”, or otherwise performing work during meal breaks and/or otherwise outside of their recorded shift.
- **Failure to Properly Calculate Overtime Compensation** (Labor Code § 223) Bonus payments, specifically termed “Goal-Sharing” or “Annual Incentive Plan” bonuses and “shift differentials” were not properly calculated into the overtime rates paid to RSRs, resulting in a systematic underpayment of overtime wages.
- **Failure to Provide Proper Meal Breaks** (Labor Code §§ 226.7, 512, 516 and Wage Order) Defendants maintained a policy and practice of requiring RSRs to remain “on-call” with dispatch during meal periods and Defendants regularly interrupted meal periods by sending RSRs dispatch communications during those times.
- **Failure to Properly Provide Required Rest Breaks** (Labor Code § 226.7; Wage Order) Defendants had no practice of relieving RSRs of all duties for rest periods and required all RSRs to remain “on-call” with dispatch during all rest periods.
- **Failure to Provide Accurate Itemized Wage Statements**, (Labor Code § 226, Wage Order) Defendants maintained a uniform policy and practice of providing facially noncompliant wage statements to RSRs which uniformly listed incorrect rates of pay and failed to state the true and correct legal names of Defendants.
- **Derivative Claims** (Failure to Pay All Wages Upon Termination, Labor Code §§ 201, 203; Unfair Business Practices, Bus. & Prof. Code §§ 17200, et seq.; Violation of PAGA) These causes of action flowed from the uncompensated work, meal break, and rest break claims. The PAGA violations were based upon the same underlying theories and claims asserted on a class-wide basis.²

As will be discussed infra, each of the alleged claims were thoroughly investigated. Plaintiffs sought class certification on all claims. The Court *granted* class certification on the vast majority of

² Consistent with the terms of the Settlement Agreement, on July 22, 2026, Plaintiffs filed a First Amended Consolidated Complaint, adding a claim for failure to reimburse business expenses under Labor Code section 2802, to align the causes of action alleged in the operative complaint with those Plaintiff Craig Clark alleged in his PAGA notice dated September 8, 2015.

1 claims including: failure to pay minimum wages, failure to pay wages at the agreed rate, failure to
2 properly calculate and pay overtime wages, failure to provide accurate itemized wage statements,
3 failure to pay all wages upon termination, and unfair business practices; however, class certification
4 was denied on the claims for failure to provide meal periods, and failure to provide rest periods.class
5 certification was denied on the claims for failure to provide meal periods, and failure to provide rest
6 periods. (Declaration of Cody R. Kennedy (“Kennedy Decl.”), filed concurrently herewith, ¶ 5.)

7 **B. Investigation/Discovery of the Claims**

8 This was an exceptionally well litigated case. As this Court is likely aware, Plaintiff’s Counsel
9 brought this action through class certification and defeated Defendants’ attempts at summary
10 adjudication. In its rulings, the Court drew from the extensive evidentiary record including hundreds
11 of pages of exhibits and data summaries provided by Plaintiffs’ expert. Had a settlement not been
12 reached, the next step would have been trial.

13 Prior to entering into settlement discussions, Plaintiffs engaged in thorough discovery and
14 investigation of each of the claims alleged. In addition to the detailed information which Plaintiffs
15 provided, Plaintiffs engaged in interviews with class members, and extensive formal discovery, which
16 led to substantial production of records and data by the Defendants, and several depositions of
17 Defendants’ designated Persons Most Qualified (PMQs). The Defendants’ production of records
18 included, among other things, detailed data compilations of putative class members’ work and earnings
19 records, along with Defendants’ company policies and procedures applicable to the class. (Kennedy
20 Decl. ¶¶ 1-7.)

21 The claims were also heavily litigated during the class certification process and subsequent
22 preparation for trial, allowing Plaintiffs ample insight into Defendants’ position and counter arguments
23 to the allegations made. As this Court is aware, this case had been litigated for more than ten (10)
24 years. As discussed *supra*, Plaintiffs successfully obtained class certification on their strongest claims
25 and survived both motions for decertification and summary judgment.

26 Throughout litigation, the Parties engaged in numerous depositions of both Plaintiffs’ and
27 Defendants’ witnesses, exchanged thousands of pages of documents and voluminous electronic
28

1 business records. (Kennedy Decl. ¶¶ 2-4.) Had settlement not been reached, trial (and potentially
2 appeal) was the only remaining step in this action.

3 In relation to mediation, Counsel for both Parties drafted detailed briefing regarding their
4 respective positions, along with argument regarding the sufficiency of the data produced, the merits
5 of the underlying claims and applicable defenses, and other issues relevant to reaching a potential
6 settlement. (Kennedy Decl. ¶ 8.)

7 **C. Mediation**

8 The Parties had previously attempted to engage in settlement discussions with little success.
9 On April 30, 2020, the Parties engaged in a full day private mediation before well-respected mediator
10 Michael Dickstein. At that time, several critical legal issues present in this case were yet to be resolved
11 by the Court, hampering the Parties' mediation efforts. At that time, Defendants strongly believed that
12 they would ultimately prevail on either decertification or summary judgment. Unfortunately, the
13 Parties' competing views over their respective likelihood of success regarding these issues proved too
14 difficult to overcome, and the Parties' respective valuations of the case, associated risk factors, and
15 exposure, prevented settlement from being reached at that time. The Parties continued to litigate the
16 matter vigorously, with an eye toward reaching certainty as to decertification and summary judgment,
17 with Plaintiffs ultimately prevailing against both challenges. (Kennedy Decl. ¶ 9; Boyamian Decl. ¶
18 14.)

19 On August 11, 2025, the Parties participated in a second full day, private mediation. This time
20 utilizing Eve Wagner, another highly respected mediator in the realm of wage and hour class action
21 litigation. At that time, the Court had addressed all of the aforementioned legal issues, and Plaintiffs
22 had taken the further deposition of Defendant's Person Most Knowledgeable regarding Defendants
23 dispatch and scanner systems – which served as the central issue of the case. The mediation once
24 again included lengthy discussions and consideration of the Parties' respective positions, as well as
25 the appropriate measure of damages, the potential difficulties in obtaining a class wide liability
26 determination at trial, and ongoing developments in the law. (Kennedy Decl. ¶ 10; Boyamian Decl. ¶
27 15.)
28

1 Despite good-faith efforts, the Parties were unable to reach a settlement as of the close of
2 mediation. Plaintiffs’ Counsel resumed their efforts to bring their pending Motion to Compel
3 outstanding discovery responses before this newly assigned Dept. (following the retirement of Hon.
4 Judge Rice and several subsequent judicial reassignments). Defendants also continued to insist that
5 they planned to bring a second motion for summary judgment should the case not resolve. During this
6 time, the Parties continued to engage in settlement discussions through Mediator Wagner. After
7 several months of continued discussions, Ms. Wagner eventually issued a mediator’s proposal, which
8 was accepted by all parties on December 2, 2025. (Kennedy Decl. ¶¶ 11-12; Boyamian Decl. ¶ 15.)

9 The instant settlement reached was intended to fully and finally conclude all claims asserted.
10 ///

11 **III. SUMMARY OF THE PROPOSED SETTLEMENT TERMS**

12 **A. *Settlement Class***

13 The Settlement Class is comprised of, and defined as:

14 All of Defendants’ non-exempt California-based Route Service Representatives, or similarly
15 titled employees, who worked for Defendants during the Class Period.

16 The PAGA Members are comprised of, and defined as:

17 Settlement Class Members who worked in any pay period during the PAGA Settlement
18 Period.

19 (Declaration of Angeli Murthy (“Murthy Decl.”), filed concurrently herewith, ¶ 14 & Ex. 1
20 [hereinafter the “Settlement Agreement”]; Settlement Agreement ¶¶ 1.34, 1.22.)

21 ***Class and PAGA Settlement Periods***

22 The Class Period is defined as “Sept. 9, 2011 to Mar. 2, 2026.” (Settlement Agreement ¶ 1.4.)
23 The Escalation of Gross Settlement Amount or Truncation of Class Settlement Period in Section 3.2.2
24 was not triggered. (Settlement Agreement ¶ 3.2.2; Murthy Decl. ¶ 16.) The PAGA Settlement Period
25 is defined as “the period from September 9, 2014 through the end of the Class Settlement Period.”
26 (Settlement Agreement ¶ 1.24.)
27
28

1 **B. *Settlement Amount***

2 Under the terms of the settlement, Defendant has agreed to pay the Settlement Class a total of
3 \$6,000,000.00. (Gross Settlement Amount or “GSA”). (Settlement Agreement ¶ 3.2.1) The parties
4 agree that subject to Court approval, the amount to be distributed to Settlement Class Members (i.e.,
5 the “Net Settlement Amount”) will be determined by deducting: (1) settlement administration costs,
6 which are estimated at \$30,000.00; (2) attorneys’ fees of 35% of the Gross Settlement Amount
7 (\$2,100,000.00) or actual attorneys’ fees, whichever is higher; (3) Class Counsel’s reasonable out-of-
8 pocket costs, estimated not to exceed \$225,000; (4) \$300,000 allocated to Plaintiffs’ PAGA Claims;
9 and (5) an incentive award for the participating Class Representatives not to exceed \$45,000 each -
10 for their decade of steadfast service to the class. (Settlement Agreement ¶¶ 3.3.1-3.3.5.) Under no
11 circumstances will any portion of the Gross Settlement Amount revert to Defendant. (Settlement
12 Agreement at ¶¶ 3.2.1, 4.10)

13 **C. *Distribution Formula***

14 Settlement Class Members’ individual payment amounts shall be calculated using a pro rata
15 distribution based on the number of Eligible Workweeks worked during the class period as a
16 percentage of the total Eligible Workweeks worked by all Settlement Class Members, provided that
17 every Settlement Class Member will be credited at least one workweek. (Settlement Agreement
18 ¶ 3.3.4.)

19 Further, because the settlement is non-reversionary, payment checks that remain uncashed 180
20 days after such checks are mailed by the Settlement Administrator shall be deposited with the
21 California State Controller’s Unclaimed Property Fund in the name of the Settlement Class Member,
22 which will allow the intended recipient the opportunity to later claim the payment. (Settlement
23 Agreement ¶ 4.10)

24 For purposes of calculating applicable taxes for the Settlement Class members, the settlement
25 provides that 33% of each Participating Class Members’ individual payment shall constitute payment
26 in the form of wages and each Participating Class Member will be issued an IRS Form W-2 for such
27 payment to him or her. Defendants shall remain responsible for their portion of any employer-side
28

1 payroll taxes. The remaining 67% of each Participating Class Members' individual payment shall
2 constitute penalties and interest and each Participating Class Member will be issued an IRS Form 1099
3 for such payment to him or her, if required by law. Additionally, 100% of each PAGA Members'
4 individual payment shall constitute penalties and each PAGA Member will be issued an IRS Form
5 1099 for such payment to him or her, if required by law. (Settlement Agreement ¶¶ 3.4.1-3.4.2.)

6 **D. Release**

7 Upon final approval of the Court, all Settlement Class Members who did not timely opt-out of
8 the settlement shall release and discharge all federal, state and local law claims, rights, demands,
9 liabilities, and causes of action that were alleged in the operative Consolidated Class Action and PAGA
10 Complaint ("CC") in the Action, or any of the other complaints in the Action, or that reasonably could
11 have been alleged based on the facts and legal theories contained in the CC or any other complaints in
12 the Action, including causes of action for: (a) failure to pay minimum wages; (b) failure to pay wages
13 at the agreed upon rate; (c) failure to pay overtime wages; (d) failure to provide proper meal periods,
14 and to properly provide premium pay in lieu thereof; (e) failure to provide proper rest periods, and to
15 properly provide premium pay in lieu thereof; (f) failure to pay timely wages upon termination of
16 employment; (g) failure to provide accurate itemized wage statements; (h) failure to reimburse
17 necessary business expenses; and (i) unfair business practices that could have been premised on the
18 claims, causes of action, or legal theories of relief described above or on any of the claims, causes of
19 action, or legal theories of relief pleaded in the CC, or any of the complaints in the Action through
20 March 2, 2026. (Settlement Agreement ¶¶ 1.28, 3.6.2)

21 Upon final approval of the Court, all PAGA Members will release all claims for civil penalties
22 under PAGA asserted in the CC in the Action or any of the other complaints filed in the Action, and
23 all claims that could have been asserted in the Action based on the same alleged facts in the CC or any
24 other complaints or in any PAGA letter sent by Plaintiffs to the LWDA, including, but not limited to
25 claims for violations of the California Labor Code for unpaid minimum wages, failure to pay wages
26 at the agreed upon rate, unpaid overtime wages, unpaid meal period premiums, unpaid rest period
27 premiums, inaccurate wage statements, failure to reimburse business expenses, and failure to timely
28

1 pay wages during employment or at termination, for violations of Labor Code sections 201-204, 210,
2 216, 221, 223, 225.5, 226, 226.3, 226.7, 510-512, 551 552, 553, 558, 1174, 1194-1197.1, 1198, 2802,
3 and 2698, et seq. and IWC Wage Order, Number 4, sections 4 and 7, Number 4-2001, and Number 9,
4 sections 4, 7 and 12, through March 2, 2026. (Settlement Agreement ¶¶ 1.29, 3.6.3.)

5 The Representative Plaintiffs will individually provide a broader general release of claims not
6 contained within the complaint and will also expressly waive, to the fullest extent permitted by law,
7 their rights under California Civil Code § 1542. (Settlement Agreement ¶¶ 1.6, 3.6.1.)

8 **E. Settlement Administration**

9 Subject to Court approval, the parties have agreed to appoint CPT Group, Inc. as the Settlement
10 Administrator in this matter. (Settlement Agreement ¶ 1.33; Kennedy Decl. ¶¶ 22-24.) Under the terms
11 of the settlement, within 21 calendar days following the Preliminary Approval Date, Defendants shall
12 provide to the Settlement Administrator an electronic database containing each Class Member's
13 relevant work data and identifying information, including last known contact information. (Settlement
14 Agreement ¶ 4.2.1)

15 Within 21 calendar days following receipt of the Class Data from Defendants, the Settlement
16 Administrator will mail the Class Notice to the Class Members at their addresses last known to
17 Defendant, after standard verification and address correction functions are performed by the
18 Settlement Administrator pursuant to standard claims administration industry practices. (Settlement
19 Agreement ¶ 4.2.2) Where a Notice is returned as undeliverable without a forwarding address, the
20 Settlement Administrator will perform a more thorough search to attempt to obtain an updated address
21 for the Class Member. (Id.)

22 **F. Content of Notice to Settlement Class Members**

23 The Notice of Settlement that will be sent to each Settlement Class Member will contain the
24 information required by the California Rules of Court, Rule 3.766, including: (1) the nature of the
25 litigation; (2) a summary of the terms of the settlement; (3) the definition of the Settlement Class; (4)
26 the amounts of any awards being sought; (5) the procedure and time period for objecting to or opting
27 out of the settlement; and (6) the date, time, and location of the final approval hearing. (Murthy Decl.
28

¶ 18.) Each Notice will indicate the number of workweeks during the Settlement Period used to calculate their share of settlement proceeds. To the extent that any member of the Settlement Class disputes any of the information listed on his or her Notice, then he or she may produce evidence to the Settlement Administrator showing such disputed information that he or she contends should be reflected in the Notice no later than the Response Deadline. (Settlement Agreement ¶ 4.5)

As also required, the Notice will include instructions on how Settlement Class Members may opt-out or object to the settlement. In order to object to the settlement in writing, any Participating Class Member must complete in all respects, sign and send his or her written objection to the Settlement Administrator by U.S. Mail, facsimile or email. (Settlement Agreement ¶ 4.4) In order to exclude himself or herself from this Stipulation of Settlement, members of the Settlement Class must complete in all respects, sign and mail, fax or email his or her written Request for Exclusion to the Settlement Administrator no later than the Response Deadline. (Settlement Agreement ¶ 4.3.1.)

Class Members who opt-out of the settlement will not be entitled to an individual settlement payment and will not be bound by the terms and conditions of the settlement. All Settlement Class Members who do not submit a valid and timely request for exclusion will be deemed to be included in the Settlement Class and will be bound by the terms of the settlement. PAGA Members remain bound by the PAGA release and will receive an Individual PAGA Payment. (Settlement Agreement ¶¶ 4.3.1-4.3.2.)

G. Attorneys' Fees, Costs, and Class Representative Incentive Awards

As part of the Settlement Agreement and subject to Court approval, Class Counsel will request an award of attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e. \$2,100,000), and an award of actual litigation costs of up to \$225,000.00. (Settlement Agreement ¶ 3.3.2) This amount is inherently reasonable given the more than 10 years, and six Plaintiffs' law firms, devoted to this litigation, along with the particular the expertise and diligence of Counsel in obtaining class certification, and successfully defeating motions for decertification and summary adjudication.

The settlement also provides that a combined Class Representative incentive payment may also

1 be sought at the time of final approval, *not to exceed* \$90,000. (Settlement Agreement ¶ 3.3.1)

2 Notably, both of the Representative Plaintiffs ended their working relationship with Defendant
3 between 2015 and 2016. (Declaration of Craig Clark (“Clark Decl.”), filed concurrently herewith, ¶ 6;
4 Declaration of Henry Nelson (“Nelson Decl.”), filed concurrently herewith, ¶ 2.) Although they had
5 long-worked for Defendant and been subjected to the complained of practices, very little of their tenure
6 fell within the statute of limitations in this action. This is meaningful because Plaintiffs specifically
7 chose to undertake the arduous task of serving as class representatives, despite knowing that they stood
8 to receive very little in the way of actual recovery. Further, Plaintiffs diligently performed their role
9 as class representatives for approximately ten (10) years of litigation, going above and beyond what
10 Plaintiffs’ Counsel has seen in other similar class action cases. (Kennedy Decl. ¶¶ 25-28). It is rare
11 that one, let alone two, Class Representatives had the stamina and fortitude to remain on a case for
12 such a length of time, and to remain responsive at all times to their counsel. (Kennedy Decl. ¶ 27).
13 There is no doubt in Plaintiffs’ Counsel’s mind that had the Representative Plaintiffs wavered at any
14 point during the ten plus years of litigation, it is very likely that the instant settlement would not have
15 been reached.

16 Further, the requested awards fall within the established range which may be approved by our
17 courts. (See, e.g., *Barcia v. Contain-A-Way, Inc.*, No. 07CV938-IEG-JMA, 2009 WL 587844, at *7
18 (S.D. Cal. Mar. 6, 2009) (collecting cases awarding service fees between \$25,000 and \$55,000 for
19 each plaintiff); *Fulford v. Logitech, Inc.*, (N.D. Cal. Mar. 5, 2010) No. 08-CV-2041-MMC, 2010
20 U.S.Dist. LEXIS 144437 at *6 & n.1 (collecting cases awarding service fees between \$5,000 and
21 \$40,000); *Garner v. State Farm Mut. Auto. Ins. Co.* (N.D. Cal. Apr. 22, 2010) No. 08-CV-1365-
22 CW(EMCx), 2010 U.S. Dist. LEXIS 49477, at *47 & n. 8 (collecting cases awarding service awards
23 ranging from \$20,000 to \$50,000); *Carlin v. DairyAmerica, Inc.* (E.D. Cal. 2019) 380 F. Supp. 3d 998,
24 1026 (Awarding enhancement awards of \$45,000 to each of the named Plaintiffs, and \$5,000 to each
25 of the “former” named Plaintiffs.)

26 These facts justify preliminary approval of the estimated amounts that will be sought for
27 Plaintiffs at final approval. As noted above, the amounts of all awards sought will be disclosed to the
28

1 Class Members in the Notice (Murthy Decl., ¶ 18 & Ex. 2), and will be fully addressed in the later-
2 filed Motion for Approval of fees, costs and incentive awards, to be heard at the final approval hearing.
3 The class members will at-all-times remain fully protected if preliminary approval of these amounts
4 is granted, because this Court will retain the discretion to further address or augment the amount of
5 the requested awards if deemed necessary, at the time of final approval.

6 **IV. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT**

7 California courts favor settlement, particularly in class actions and other complex cases where
8 substantial resources can be conserved by avoiding the time, cost, and rigors of protracted formal
9 litigation. (See *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135,
10 1151.) In determining whether to approve or reject a proposed settlement, courts have broad discretion.
11 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235; *Mallick v. Super. Ct.* (1979)
12 89 Cal.App.3d 434, 438.) Court approval of class action settlements is generally a two-step process:
13 preliminary approval and final approval. (See Manual for Complex Litigation, 4th Ed., Federal Judicial
14 Center, 2004, § 21.632.) At the preliminary approval stage, the Court's review is "limited to the extent
15 necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching
16 by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair,
17 reasonable, and adequate to all concerned." (*Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982)
18 688 F.2d 615, 625.)

19 The California standard for approval of class settlements is similar to the federal standard; that
20 is, the settlement must be fair, reasonable, and adequate for class members overall. (*Dunk v. Ford*
21 *Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) In making this determination, the Court should
22 consider a number of factors, including "the strength of the plaintiffs' case, the risk, expense,
23 complexity and likely duration of further litigation, the risk of maintaining class action status through
24 trial, the amount offered in settlement, the extent of discovery completed and the stage of the
25 proceedings, . . . [and] the experience and views of counsel" (*Id.*)

26 For the reasons set forth below, the Court should grant Plaintiffs' Motion for Preliminary
27 Approval of this Class Action Settlement.

1 of delicate balancing, gross approximations and rough justice.” (*Dunk*, supra, 48 Cal.App.4th at 1801
2 (internal citations and quotations omitted).)

3 Here, the proposed settlement before the Court satisfies all these factors. Extensive discovery
4 was sought and obtained, including detailed time/pay records, policies, work activity records retained
5 by dispatch and the Quest scanner systems, along with the testimony of Quest corporate
6 representatives, Plaintiffs, and class members. Plaintiffs devoted substantial time and effort to the tasks
7 of performing rigorous data analysis of the discovery provided by Defendant in order to assess the
8 strengths and weaknesses of the case and the effects of such strengths/weaknesses on the amount of
9 potential damages recoverable. Further, Plaintiffs’ counsel are extremely experienced in class action
10 litigation, particularly regarding wage and hour claims as asserted here. (Murthy Decl. ¶¶ 2-13;
11 Declaration of Christian Hudson (“Hudson Decl.”), filed concurrently herewith, ¶¶ A-B, D-E;
12 Boyamian Decl. ¶¶ 1-7; Declaration of Jessica L. Campbell (“Campbell Decl.”), filed concurrently
13 herewith, ¶¶ 3-15; *see also* Kennedy Decl. ¶¶ 31-38) Accordingly, Plaintiffs’ Counsel possess the
14 proper knowledge and experience necessary to assess, and now endorse, the settlement amount
15 reached between the parties.

16 As discussed *supra*, had settlement not been reached Plaintiffs and the Class would have faced
17 the monumental risk of trial. Further, even if Plaintiffs were to prevail at trial, any ultimate recovery
18 would potentially be a target of appeal by Defendant, subjecting Plaintiffs and the Class to further risk
19 that part or all of the recovery awarded may be overturned, along with incurring substantial time delays
20 and the potential for remand and further litigation. Accordingly, an efficient and substantial recovery
21 such as this is not only fair, but should be considered a prized outcome for this action.

22 In further weighing the reasonableness and adequacy of the proposed settlement against the
23 issues raised in litigation, several factors affecting the strengths and weaknesses of the case were
24 considered by Plaintiffs and Counsel. As discussed above, the Parties were able to fully brief their
25 arguments for and against class certification, and Plaintiffs’ Counsel was actively preparing for trial
26 at the time settlement was reached. The advanced stage of this litigation gave Plaintiffs’ Counsel ample
27 opportunity to assess the claims alleged, and the likelihood of success or failure at the remaining stages
28

1 of litigation.

2 Accordingly, Plaintiffs' Counsel is well-qualified to evaluate the costs and benefits of
3 proceeding with as opposed to settling this case. *See Kullar v. Foot Locker Retail, Inc.* (2008) 168
4 Cal.App.4th 116, 129 ("The court . . . should give considerable weight to the competency and
5 integrity of counsel . . . in assuring itself that a settlement agreement represents an arms-length
6 transaction entered without self-dealing or other potential misconduct.").

7 Perhaps most importantly, the Gross Settlement Amount of \$6,000,000.00 affords Class
8 Members substantial monetary relief, again weighing in favor of preliminary approval. On a very
9 basic across the board overview, the average gross recovery on a per class member basis, using
10 Defendant's most recent estimate of 1,619 class members, equals \$3,705.99. (Murthy Decl. ¶ 16.) The
11 settlement provides for each class member to be paid their calculated pro-rata share of recovery in full
12 and does not rely upon discounts, coupons, or other measures to reach the stated recovery values,
13 whether gross or net. Accordingly, this settlement provides a significant recovery for the class
14 members. (See *Deatrick v. Securitas Security Services USA, Inc.* (N.D. Cal., Sept. 27, 2016, No. 13-
15 CV-05016-JST) 2016 WL 5394016, at *5 (Granting preliminary approval for wage and hour class
16 action settlement where "average pretax payment to class members [equals] approximately \$44");
17 *Monterrubio v. Best Buy Stores, L.P.* (E.D. Cal. 2013) 291 F.R.D. 443, 463 (Granting preliminary
18 approval for wage and hour class action settlement even where "each claimant would receive an
19 average of only \$65.79").) For each of these reasons, preliminary approval of the settlement is
20 warranted.

21 **2. The Amount offered in Settlement Is Realistic Given the Value of Claims.**

22 An understanding of the amount in controversy is an important factor into whether the
23 settlement "of the class members' claims is reasonable in light of the strengths and weaknesses of
24 the claims and the risks of the particular litigation." *Kullar v. Foot Locker Retail, Inc.* (2008) 168
25 Cal.App.4th 116, 129; *see also Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
26 Cal.App.4th 399, 409. The most important factor in this regard is "the strength of the case for
27 plaintiffs on the merits, balanced against the amount offered in settlement." *Id.*
28

1 In weighing the strength of the plaintiff's case, *Kullar* instructs that the court is not to
2 "decide the merits of the case or to substitute its evaluation of the most appropriate settlement for
3 that of the attorneys." *Kullar*, supra, 168 Cal.App.4th at 133. Finally, *Kullar* does not require an
4 explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its
5 claims, provided there is a record which allows "an understanding of the amount that is in
6 controversy and the realistic range of outcomes of the litigation." *Munoz*, 186 Cal.App.4th at 409.
7 Put differently, "as the court does when it approves a settlement as in good faith under Code of Civil
8 Procedure § 877.6, the court must at least satisfy itself that the class settlement is within the
9 'ballpark' of reasonableness." *Kullar*, supra, 168 Cal.App.4th at 133, citing *Tech-Bilt v. Woodward-*
10 *Clyde & Associates* (1985) 38 Cal.3d 488, 499-500. As the following subsections show, the Parties'
11 investigation and discovery revealed plenty of reasons to discount claims and agree to this
12 settlement. Thus, the proposed settlement is a reasonable compromise of claims.

13 Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties
14 conducted extensive discovery and exchanged documents, data, and information prior to the
15 mediations. The discovery and information that Plaintiffs' counsel obtained from Defendant and
16 through other sources allowed Plaintiffs to develop a damages model, to evaluate the potential value
17 and merit of all of Plaintiffs' claims, and perform a complete evaluation of the defenses that Defendant
18 have asserted as outlined in the declarations of Plaintiffs' Counsel. The figures below are based on the
19 data provided by Defendant, which indicated a total of 339,263 workweeks in the class period, and
20 1,619 class members, of whom 988 were former employees. (Murthy Decl. ¶¶ 16-17.)

21 There is no "particular formula by which that outcome must be tested," (*Rodriguez v. W. Publ'g*
22 *Corp.* (9th Cir.2009) 563 F.3d 948, 965), and the district court may even evaluate "the strength of the
23 plaintiffs' case in its entirety rather than on a claim-by-claim basis." (*Lane v. Facebook, Inc.* (9th Cir.
24 2012) 696 F.3d 811, 823) Courts recognize that the analysis will not be exact, and must necessarily
25 include certain speculation and opinion based upon the reasoned and experienced views of Counsel:

26 While a district court must of course assess the plaintiffs' claims in determining the strength of
27 their case relative to the risks of continued litigation, [citation] it need not include in its
28 approval order a specific finding of fact as to the potential recovery for each of the plaintiffs'
causes of action. Not only would such a requirement be onerous, it would often be

impossible—[...] the amount of damages a given plaintiff (or class of plaintiffs) has suffered is a question of fact that must be proved at trial. Even as to statutory damages, questions of fact pertaining to which class members have claims under the various causes of action would affect the amount of recovery at trial, thus making any prediction about that recovery speculative and contingent.

(*Lane*, 696 F.3d at 823).

As recognized by the 9th Circuit “the question whether a settlement is fundamentally fair [...] is different from the question whether the settlement is perfect in the estimation of the reviewing court”. (*Saucillo v. Mares* (9th Cir. May 12, 2023) No. 22-55560, 2023 WL 3407092, at *2). Additionally, it is well recognized that “[n]either the trial court nor [the reviewing court] is to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements.” (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1145.) Accordingly, the trial court is tasked with determining only whether the recovery presented by the settlement meets the minimal standard of being fair, adequate, and free from collusion. (*Id.*) As succinctly stated by the Ninth Circuit in *Hanlon v. Chrysler Corp.*:

Of course it is possible [...] that the settlement could have been better. But this possibility does not mean the settlement presented was not fair, reasonable or adequate. **Settlement is the offspring of compromise; the question we address is not whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion.**

(*Hanlon*, (9th Cir. 1998) 150 F.3d 1011, 1027.)

Likewise, Plaintiffs’ Counsel’s reasoned application of the perceived risks to the case is entitled to great weight when evaluating the realistic exposure values of the claims:

Counsel further maintains the proposed settlement amount is reasonable because it takes into account calculations of each class member's employment records as well as the risks discussed in greater detail herein and Defendant's “realistic risk-adjusted exposure” [...] Given counsel's experience and familiarity with the facts, their recommendation that the settlement be approved is entitled to significant weight.

(*Jackson v. Fastenal Company* (E.D. Cal., Dec. 3, 2021, No. 120CV00345NONESAB) 2021 WL 5755583, at *9, *report and recommendation adopted* (E.D. Cal., Feb. 16, 2022, No. 120CV00345NONESAB) 2022 WL 484942; *See also Nat'l Rural Telecomms.*, 221 F.R.D. at 528 (“Great weight is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation”); *Barbosa v. Cargill Meat Sols. Corp.*, 297 F.R.D. 431, 447 (E.D.

Cal. 2013) (“In considering the adequacy of the terms of a settlement, the trial court is entitled to, and should, rely upon the judgment of experienced counsel for the parties.”)

Plaintiffs provide the following estimates of the value of the claims, so that the Court can assess the reasonableness of the settlement amount. *Glass v. UBS Fin. Svs., Inc.*, 2007 U.S. Dist. LEXIS 8476 at *28 (N.D. Cal. Jan. 26, 2007) (holding that a class settlement for a wage- and-hour action that sought penalties was within the range of reasonableness, as it provided for “approximately 25% to 35% of the estimated actual loss”); *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 325 (3d Cir. 2011) (there appears to be “no authority that requires a district court to assess the fairness of a settlement in light of the potential for treble damages.”) Here, Plaintiffs conducted an in-depth exposure analysis, based upon evidence and data obtained during discovery and during mediation. (Kennedy Decl. ¶¶ 18-20.) Plaintiffs estimated the potential recovery on the Class claims, for this Action, as follows:

Claim	Estimated Exposure Value	Risk-Adjusted Value	Exposure
Off-the-Clock Minimum/Regular Wage and Overtime Claims	\$6,690,000.00		\$4,014,000.00
Failure to Correctly Calculate Overtime Rate	\$0		\$100,000.00
Failure To Provide Accurate Itemized Wage Statements	\$6,476,000.00		\$1,942,800.00
Failure To Pay Wages Upon Termination (Waiting Time Penalties)	\$4,002,585.60		\$1,200,775.68
Failure to Reimburse Business Expenses	\$0		\$84,815.75
Unpaid Meal/Rest Breaks	\$0		\$100,000.0
TOTAL	\$17,168,585.60		\$7,442,391.43

Viewed against the total risk-adjusted exposure³, the \$6 million dollar settlement presented for approval represents an 80% recovery. Even against the non-risk-adjusted exposure, the settlement represents an excellent recovery of **35%**, which far exceeds the “fair, adequate, and reasonable”

³ Impressively, the raw unadjusted exposure for the claims before taking into consideration any risk factors equals \$57,795,000.00. Meaning that the settlement results in a robust 10% recovery even if Plaintiffs were to completely ignore all risks presented in proving the claims, obtaining/maintaining class certification, and prevailing at trial and appeal.

1 standard. (See e.g. *Woodard v. Labrada*, (C.D. Cal. Oct. 7, 2019) 2019 WL 6998775, at *6 (“A
2 recovery of approximately 22% of the damages the Settlement Class could have recovered [...] exceeds amounts routinely found to be fair and reasonable”); *Bravo v. Gale Triangle, Inc.*, No. CV
3 16-03347 BRO (GJSx), 2017 WL 708766, at *10 (Settlement for 14 percent of estimated exposure
4 found reasonable); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015)
5 (Recognizing approval for settlement ranging from 11 percent to 27 percent); *In re Portal Software,*
6 *Inc.* Sec. Litig, No. C-03-5138 VRW, (N.D. Cal. Nov. 26, 2007) 2007 WL 4171201, at *3 (25%);
7 *Freeze v. PVH Corp.* (C.D. Cal. Jan. 7, 2021) No. CV 19-1694 PSG (EX), 2021 WL 2953161, at *5
8 (24%); *Benitez v. W. Milling, LLC*, (E.D. Cal. June 22, 2020) 2020 WL 3412725, at *6 (13%); *In re*
9 *Celera Corp. Sec. Litig.*, (N.D. Cal. Mar. 31, 2015) 2015 WL 1482303, at *6 (13%); *Deaver v.*
10 *Compass Bank*, (N.D. Cal. Dec. 11, 2015) 2015 WL 8526982, at *7 (10.7%); *Viceral v. Mistras Grp.,*
11 *Inc.*, (N.D. Cal. Oct. 11, 2016) No. 15-CV-02198-EMC, 2016 WL 5907869, at *8 (8.1%). *In re Uber*
12 *FCRA Litig.*, (N.D. Cal. June 29, 2017) No. 14-CV-05200-EMC, 2017 WL 2806698, at *7 (7.5%).)

13 Put simply, this is a remarkable result that Plaintiffs and Counsel fought hard to achieve after
14 laying the groundwork through ten (10) years of contentious litigation. (*Rodriguez v. W. Publ'g Corp.*,
15 563 F.3d 948, 965 (9th Cir. 2009)(Holding that a “\$49 million” settlement that represented
16 approximately “ten percent of the class's estimate of its [damages]” was “fair and reasonable no matter
17 how you slice it”); *Perez v. DirecTV Group Holdings, LLC* (C.D. Cal., Jan. 23, 2023, No.
18 816CV01440JLSDFM) 2023 WL 1931376, at *7 (Finding that “a settlement totaling 12.7% of the
19 class's maximum potential recovery was consistent with the range of recovery in other class actions”
20 and represented a “superior result” where a case is complex or difficult.)

21 In any event, the only question at preliminary approval is whether the settlement is within the
22 range of possible approval. *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal.
23 2007). “The fact that a proposed settlement may only amount to a fraction of the potential recovery
24 does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be
25 disapproved.” *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F. 2d 448, 455, *see also*
26 *Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234,1242 (“[I]t is the very uncertainty
27 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
28

1 settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure
2 of what might have been achieved by the negotiators.”).

3 **Scope and Composition of the Class:** In calculating estimated exposure, Plaintiffs’ analysis
4 included a review of relevant data and evidence obtained regarding the size and scope of the Class.

5 As discussed herein, prior to mediation Plaintiffs received substantial records, data, and
6 testimony from Defendants which were used to evaluate Defendants’ potential exposure should
7 Plaintiffs prevail on said claims at trial. Each of the claims below are premised upon an ultimate
8 finding of unpaid off-the-clock work about which Defendants knew or should have known.
9 Defendants’ data showed approximately 339,263 workweeks in the class period, and 1,619 class
10 members, of whom 988 were former employees. The average regular rate of former employees was
11 \$16.88 per hour, and the average regular rate of all employees was \$18.23 per hour. This data
12 underpinned the exposure analysis discussed below. These metrics were utilized in Plaintiffs’ exposure
13 analysis. (Murthy Decl. ¶¶ 16-17.)

14 **Off-the-Clock Minimum/Regular Wage and Overtime Claims:** This was the primary claim
15 asserted in this action. Plaintiffs alleged that Defendants routinely failed to pay RSRs for off-the-clock
16 work including time spent “on-call” during meal periods, time in which they were “interrupted” during
17 meal periods by dispatch, and time spent scanning specimens and performing other required daily
18 duties with Defendants’ knowledge while clocked out. Plaintiffs’ allegations of unpaid work are based
19 upon Defendants’ “off-the-clock” work policies; Kronos time-punch records; RSR pay records; and
20 Defendants’ internal records of work performed by RSRs. As to regular wages, crediting full meal
21 breaks where any off-the-clock work appears during a meal break, crediting all other time which
22 appears to be off-the-clock, and using an average of 1 minute for any off-the-clock time which is
23 otherwise unascertainable, the total average weekly off-the-clock hours are about .65 hours per week,
24 yielding potential damages of about \$6,690,000. On the other end of the spectrum, crediting only
25 actual off-the-clock time (ignoring the possibility of meal periods being credited due to interruption),
26 and using an average of 1 minute for any off-the-clock time which is otherwise unascertainable, the
27 total average weekly off-the-clock hours are about .1 hours per week, yielding potential damages of
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1 about \$960,000. Plaintiffs faced hurdles in proving that brief interruptions to meal periods rendered
2 the entire meal period compensable, as well as hurdles in proving that Defendants knew or should
3 have known of this work. Specifically, Defendants claimed throughout the case that because their
4 timekeeping and scanning systems were separate, they did not know of work being performed when
5 employees were not logged into the timekeeping system. As such, a finding of liability would require
6 that a jury find that Defendants knew or should have known of the work at issue, and a finding of
7 liability beyond \$960,000.00 would require a jury to find the interruptions were sufficient to render
8 the entire break compensable, with a significant risk that a jury might find that only time actually
9 worked was compensable. (Kennedy Decl. ¶¶ 6, 16, 18-20.)

10 Based upon the strength of this claim weighed against the risks presented by ongoing litigation
11 through certification, trial, and appeal, Plaintiffs' Counsel believe that a risk factor adjustment of *at*
12 *least*⁴ 40% from the maximum exposure is entirely appropriate. Accordingly, the adjusted exposure
13 for this claim, even at the high end of exposure was estimated to equal **\$4,014,000.00**.

14 **Failure to Correctly Calculate Overtime Rate:** Plaintiffs allege that there are at least three
15 types of pay that Defendants have not properly included in their overtime rate calculations, "Goal-
16 Sharing" bonuses; "Annual Incentive Plan" bonuses; and "Shift-Differentials." Discovery did not
17 substantiate these allegations. Accordingly, Plaintiffs gave only a nominal **\$100,000** exposure value
18 to these claims.

19 **Meal Period and Rest Period Claims:** The meal period and rest period claims were not
20 certified, and Plaintiffs therefore assigned only a nominal value of **\$100,000.00** each to these claims.

21 **Wage Statement Claim:** The wage statement violation claim is entirely derivative of the
22 underlying failure to pay wages. This claim was determined to be extremely risky, particularly in light
23 of the Cal. Supreme Court's decision in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 547
24 P.3d 980 (2024) ("Naranjo"). In *Naranjo*, the Cal. Supreme Court recognized a standalone "good
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26 ⁴ The risk factors applied in Plaintiffs' analysis were intended to be extremely conservative. It is
27 Plaintiffs' Counsel's reasoned opinion and belief that even higher risk factor adjustments would be
28 supported; however, given the high percentage of recovery already represented by the settlement,
alternate scenarios using higher risk factor adjustments were not necessary.

1 faith” defense to the penalties arising from the failure to issue accurate itemized wage statements. In
2 *Naranjo*, the Court held that:

3 [I]f an employer reasonably and in good faith believed it was providing a complete and
4 accurate wage statement in compliance with the requirements of section 226, then it has not
5 knowingly and intentionally failed to comply with the wage statement law.
(*Naranjo*, *supra*, 15 Cal. 5th at 1065).

6 Post-*Naranjo*, Plaintiffs may no longer presume that “wage statement violations were not
7 inadvertent and therefore must have been knowing and intentional” (*Id.* at 1087, *internal quotes*
8 *omitted.*) To the extent that Defendant is able to put forth any “dispute of liability” that is not found to
9 have been asserted in “bad faith”, penalties may not be recovered. (*Id.* (Where dispute is “reasonabl[e]
10 and in good faith, [Defendant] cannot be held liable for penalties under section 226.”).)

11 Here, Plaintiffs gauged that it would be exceedingly difficult to meet the heightened burden of
12 proving that Defendant’s timekeeping practices and pay policies were so unsupported that they were
13 objectively “unreasonable or frivolous.” (*Naranjo*, 15 Cal. 5th at 1086; See also *Dalton v. Lee*
14 *Publications, Inc.* (S.D. Cal. Mar. 22, 2011) No. 08CV1072 BTM NLS, 2011 WL 1045107, at *5
15 (Granting summary judgment where there was a “good faith dispute”).)

16 Even assuming that each class member worked a sufficient number of workweeks to be entitled
17 to the maximum penalty of \$4,000, over 1,619 class members, the total exposure on this claim was
18 limited to \$6,476,000.00.

19 Based upon the extreme difficulty assessed by Counsel in recovering upon this claim,
20 prevailing at trial, and if successful prevailing again upon appeal, Counsel assessed a minimum 70%
21 risk factor for this claim, resulting in a realistic estimated exposure of **\$1,942,800.00**.

22 **Failure to Pay Wages Upon Termination:** The claim for Failure to Pay Wages Upon
23 Termination was also determined by counsel to be extremely risky if pursued through trial, as it
24 involved facing virtually every combined risk discussed *supra* in order to reach liability. Plaintiffs
25 would first need to prevail on their claims for unpaid wages; which they would rely upon as the basis
26 for claiming that wages were owed, but not paid, at the time of termination. Additionally, Plaintiffs
27 would again face the issues of proof with respect to whether Defendants knew or had reason to know
28 of the work being performed off-the-clock. Furthermore, much like the claim for Failure to Provide

1 Accurate and Itemized Wage Statement, Defendants would be entitled to a separate “good faith”
2 defense, based upon the “willfulness” requirement of Labor Code § 203. (*Naranjo v. Spectrum*
3 *Security Services, Inc.* (2024) 15 Cal.5th 1056, 1077 (In the decades that have passed [...] the
4 authorities have uniformly recognized a good faith defense to section 203 “waiting time” penalties.)).
5 In recognizing the extreme risk that this claim posed, Plaintiffs and Counsel were forced to consider
6 the possibility that the exposure for this claim would be reduced to zero.

7 Based upon Defendants’ business records and data, Plaintiffs identified 988 terminated
8 employees. (Murthy Decl. ¶ 17). Applying the maximum penalty of 30 days wages at the \$16.88
9 average rate for 8 hours per day, the total estimated exposure before taking *any* risk factors into
10 consideration was \$4,002,585.60. Counsel applied a risk factor adjustment of 70% based upon the
11 multitude of risks discussed *supra*, resulting in a claim valuation of **\$1,200,775.68**.

12 **Reimbursement of Business Expenses:** This claim was raised in Plaintiffs’ PAGA letter.
13 Plaintiffs allege in the CC a cause of action under Labor Code § 2802(a), which requires that an
14 employer reimburse employees for all necessary expenditures that employees incur in discharging
15 their duties. Here, Plaintiffs allege Defendants’ failure to reimburse non-exempt employees for
16 necessary business expenses incurred like using their personal cell phones for work-related reasons.

17 Defendants contended that Quest has a compliant policy and practice of reimbursing
18 employees for necessary business-related expenses. Defendants also contended that, with respect to
19 the alleged expenses for which Plaintiffs and other Class Members never requested reimbursement
20 from Quest, Defendants did not know and had no reason to know that the alleged business-related
21 expenses were incurred. Moreover, to the extent it occurred, Defendants asserted that this claim is
22 not suitable for class treatment as it would require individualized determinations as to whether each
23 employee used a personal cell phone for work-related purposes and, if so, how much of that use was
24 a reasonable percentage of his or her individual monthly phone bill.

25 Defendants also argued that the California Labor Code only requires reimbursement of
26 “necessary” expenses—as opposed to any expense that is incurred in the course of performing
27 work—and argued that distinguishing a necessary expense from an unnecessary one would require
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1 individualized inquiry. *See also* Cal. Lab. Code § 2802; *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42
2 Cal. 4th 554 (2007). Furthermore, whether an expense was necessary would depend in part on the
3 reasonableness of the employee’s choice and would thus have to be established by way of extensive
4 individual factual inquiry and/or statistical evidence. *Cochran v. Schwan’s Home Services, Inc.*, 228
5 Cal. App. 4th 1137 (2014). Defendants also contended that Plaintiffs and Class Members would have
6 had no need to use their personal cell phones for work-related reasons because they were issued mobile
7 devices by Quest that they were instructed to use for any work-related communications.

8 With recognition that this claim is difficult to certify class-wide and quantify in terms of
9 damages, Plaintiffs simply assign a relatively nominal flat \$5 per workweek, with a 95% discount,
10 which results in \$84,815.75 attributed to this claim.

11 **C. *The Class Representative Incentive Award Is Reasonable***

12 Courts routinely approve incentive awards in order to compensate class representatives for
13 their efforts and for the risks they incur during class action litigation. (See *Clark v. American*
14 *Residential Services, LLC* (2009) 175 Cal.App.4th 785, 806.) Such payments acknowledge that
15 without a class representative, there can be no class action. (Id. at 804.) As discussed *supra*, the
16 representative Plaintiffs here have gone above and beyond any reasonable expectations by serving in
17 their role for nearly a decade of litigation.

18 Plaintiffs were both subjected to deposition, discovery requests, and were “on-call” for more
19 than ten (10) years whenever they were needed by their counsel. Both Mr. Clark and Mr. Nelson have
20 performed their duties exceptionally in the eyes of Counsel and have taken their role to heart, treating
21 their position seriously and with the utmost sincerity. Accordingly, Class Counsel have declared that
22 these representatives were particularly proactive in their efforts - regularly reaching out for updates
23 regarding the case, keeping apprised of the litigation and ever-changing risks, and actively assessing
24 the needs of the Class. (Kennedy Decl. ¶¶ 25-28; Clark Decl. ¶¶ 3, 9-14, 16; Nelson Decl. ¶¶ 4, 9-11).

25 For these reasons, preliminary approval of the settlement is warranted.

26 **D. *The Contingency Fee Sought is Proper***

27 The Settlement Agreement provides that Plaintiffs’ counsel may apply to the Court for an
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1 award of fees in the amount of thirty-five percent (35%) of the Settlement amount, as well as for
2 reimbursement of Court approved costs and expenses. This percentage award is commensurate with
3 (1) the risk Class Counsel took in commencing this action, (2) the time, effort and expense dedicated
4 to the case, (3) the skill and determination they have shown, (4) the results they have achieved
5 throughout the litigation, (5) the value of the settlement they have achieved for class members, and (6)
6 the other cases counsel have turned down in order to devote their time and efforts to this matter.

7 California public policy encourages attorneys to take on the enormous risks of time and money
8 necessary to vindicate the public interest, including specifically the policy of encouraging enforcement
9 of our wage and hour laws. To fulfill this policy, California law provides that attorney fee awards
10 should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and
11 risk incurred. (See, *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19.) Accordingly, Class
12 Counsel's request is based on marketplace standards. In *Lealao*, the First District held that when an
13 action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court
14 should "ensure that the fee awarded is within the range of fees freely negotiated in the legal
15 marketplace in comparable litigation." (*Id.* at 50.)

16 When filed, this case presented the very real risk that it either would not be certified as a class
17 action, or that the theories of liability as against the Defendants would not be successful. Counsel
18 knew that obtaining a remedy would be challenging throughout the litigation. Class counsel faced risk
19 and difficulty on several levels. It was clear from the outset that this case would be contested and that
20 significant attorney and paralegal resources would be needed to litigate the case properly. It was clear
21 that the Defendants would offer the most vigorous defense available.

22 As in many cases of this type, Class Counsel seek a fee award for their successful prosecution
23 and resolution of this action, calculated as a percentage of the total value of benefits afforded the Class
24 Members by the Settlement. (*Serrano v. Priest* (1977) 20 Cal. 3d 25, 34 (Serrano III); *Boeing Co. v.*
25 *Van Gemert*, (1980) 444 U.S. 472, 478; see also *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769
26 (9th Cir. 1977).) In cases where class members present claims against a maximum settlement fund and
27 the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of
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1 the same, use of that percentage method is appropriate. (*Lealao v. Beneficial Cal., Inc.* (2000) 82
2 Cal.App.4th at 32.) The purpose of this equitable doctrine is not only to avoid unjust enrichment of
3 counsel but also to spread litigation costs proportionally among all the beneficiaries so that the active
4 beneficiary does not bear the entire burden alone. (*Vincent v. Hughes Air West, Inc.*, 557 F.2d at 769.)

5 The governing principles, as well as a survey of attorneys' fees jurisprudence (both in
6 California and throughout the country), are set out in *Lealao*, 82 Cal.App.4th 19. As *Lealao* notes,
7 trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not
8 be disturbed on appeal absent a manifest abuse of discretion." (*Id.* at 41.) Indeed, it is long settled that
9 the "experienced trial judge is the best judge of the value of professional services rendered in his court
10" (*Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1132.) "If courts were to ask what fee structure an
11 informed, sophisticated client would use to compensate his attorney when close monitoring is not
12 feasible, they would at least have focused on the correct question." (*Lealao*, 82 Cal.App.4th at 48.) As
13 *Lealao* recognizes, fee awards that are too small will "chill the private enforcement essential to the
14 vindication of many legal rights and obstruct the representative actions that often relieve the courts of
15 the need to separately adjudicate numerous claims." *Id.* at 53. Finally, evaluating attorneys' fees in the
16 context of settlement approval should not turn into "a second major litigation." (*Id.* at 31 citing *Hensley*
17 *v. Eckerhart* (1983) 461 U.S. 424, 437.)

18 Here, the fee amount sought by Plaintiffs' attorneys is fair and reasonable for purposes of this
19 preliminary approval. See (*Fernandez v. Victoria Secret Stores, LLC* (C.D. Cal. July 21, 2008) 2008
20 WL 8150856, at *16 (citing an academic study collecting contingency fee agreements and finding that
21 a fee award constituting 35% of the fund is reasonable on that basis); *In re M.D.C. Holdings Securities*
22 *Litigation* (S.D. Cal. 1990) 1990 WL 454747, at *22 ("in private contingent litigation, fee contracts
23 have traditionally ranged between 30% and 40% of the total recovery.")); *Dugan v. Lloyds TSB Bank,*
24 *PLC*, No. C 12-02537 WHA, 2014 WL 1647652, at *3 (N.D. Cal. Apr. 24, 2014) ("Most fee awards
25 range from three percent to forty percent of a common monetary fund."); *Vizcaino v. Microsoft Corp.*,
26 290 F.3d 1043, 1050, n.4 (9th Cir.2002); *Ruiz v. XPO Last Mile, Inc.*, No. 5-CV-2125 JLS (KSC),
27 2017 WL 6513962, at *7 (S.D. Cal. Dec. 20, 2017) ("The Court concludes that Class Counsel's
28

1 requested attorney fees of [...] 35% of the Settlement Fund, are reasonable")

2 In California, "courts usually award attorneys' fees in the 30-40% range in wage-and-hour
3 class actions that result in recovery of a common fund under \$10 million." (*Cicero v. DirecTV, Inc.*
4 (C.D. Cal. July 27, 2010) 2010 WL 2991486, *17 (citing three cases awarding fees in this range after
5 surveying other California fee awards in wage and hour class actions).

6 Here, the fee request by Counsel was particularly hard-earned. With more than ten years of
7 effort across six law firms, working together to bring this matter to trial, thousands of attorney hours
8 were ultimately expended. Furthermore, this combined effort by Plaintiffs' Counsel yielded
9 exceptional results at every major junction, with Plaintiffs prevailing at class certification, again
10 prevailing against decertification, and prevailing again in the face of Defendants' Motion for Summary
11 Adjudication. As will be discussed further within Plaintiffs' forthcoming motion for attorney's fees,
12 it is expected that the award requested here will fall well-below Class Counsel's combined lodestar in
13 this action, resulting in a nearly unheard of negative lodestar multiplier despite exceptional results
14 having been obtained.

15 **E. The Proposed Notice Fairly Apprises Class Members of the Terms of the Settlement**
16 **and Their Rights Under the Settlement**

17 California law vests the Court with broad discretion in fashioning an appropriate notice
18 program. (*Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74.) The notice requirements for
19 class actions are set forth in Rule 3.766 of the California Rules of Court. While there is no statutory
20 or due process requirement that all class members receive actual notice, any "notice given should have
21 a reasonable chance of reaching a substantial percentage of the class members." (*Cartt*, supra, 50
22 Cal.App.3d at 974.) Notice mailed to class members at their most recent known address is
23 presumptively adequate. (See *Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 812.)

24 In this case, the Court's preliminary approval of the settlement will trigger the mailing of the
25 Notice of Settlement ("Notice") to all Class Members via first class mail. If a Notice is returned as
26 undeliverable by the Post Office, the Settlement Administrator will utilize further industry-standard
27 methods in an effort to obtain the individual's current address. The Notice includes all of the
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1 information necessary to comply with California Rule of Court 3.766 (d), including information
2 regarding the nature of the litigation, the amounts of any awards being sought, the procedure and time
3 period for objecting to or opting out of the settlement, the individual's estimated share of the
4 settlement, and the right to dispute the workweek data used to calculate the estimated payment.
5 (Murthy Decl., ¶¶ 18-19 & Ex. 2.) Finally, because the Notice will be mailed to each Class Member
6 at his or her last known address, it will be distributed in a manner that is likely to reach a substantial
7 percentage of the Class and is therefore presumptively adequate. (*See Phillips Petroleum Co.*, supra,
8 472 U.S. at 812.)

9 **V. THE PAGA AWARD ALLOCATION IS PROPER & PLAINTIFFS HAVE**
10 **COMPLIED WITH THE ADMINISTRATIVE REQUIREMENTS OF CALIFORNIA**
11 **LABOR CODE SECTION 2699**

12 It is well-established that a PAGA penalty award should be proportionate to the underlying
13 damages recovered. (*Amaral v. Cintas Corp. No. 2* (2008)163 Cal.App.4th 1157, 1214; See also
14 *Manzo v. McDonald's Restaurants of California, Inc.* (E.D. Cal. Sept. 29, 2022) 2022 WL 4586236,
15 at *7 (Recognizing that courts “evaluate fairness based on a comparison of the amount of PAGA
16 penalties to the overall settlement.”)). Where settlements “negotiate a good faith amount” for PAGA
17 Payment and where, as here, “there is no indication that this amount was the result of self-interest at
18 the expense of class members,” such amounts are generally considered reasonable. *Hopson v.*
19 *Hanesbrands Inc.*, No. CV-08-0844 EDL, 2009 WL 928133, at *9 (N.D. Cal. Apr. 3, 2009).

20 Here, the proposed settlement allocates \$300,000.00 as PAGA penalty awards, i.e. five-
21 percent (5%) of the Gross Settlement Amount, which is well within the range regularly approved by
22 our courts. *Id.* at *1, 9 (approving PAGA payment of 3%); *Boone v. Amazon.com Servs., LLC*, (E.D.
23 Cal. Nov. 7, 2024) 2024 WL 4712426, at *17 (“The PAGA payment of approximately 1.8% of the
24 Gross Settlement Fund falls within the range of penalties approved by courts.”); *Scott v. Blackstone*
25 *Consulting, Inc.* (S.D. Cal. Jan. 24, 2024) 2024 WL 271439, at *8 (“The Settlement Agreement
26 provides for a [...] PAGA Penalty [that] represents 5 percent of the Gross Settlement Amount, which
27 is within the range of penalties approved by courts.”); *Manzo v. McDonald's Restaurants of*
28 *California, Inc.* (E.D. Cal. Sept. 29, 2022) 2022 WL 4586236, at *7 (Approving PAGA award equal
to five percent (5%) of the gross settlement amount); *Alcala v. Meyer Logistics, Inc.* (C.D. Cal. June

1 17, 2019) 2019 WL 4452961, at *9, 2019 (collecting cases in which PAGA penalties within the zero
2 to two percent range were approved by courts); *Jack v. Hartford Fire Ins. Co.*, No. 09cv1683 MMA
3 (JMA), 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011) (approving a PAGA payment of 0.25%);
4 *McKenzie v. Fed. Express Corp.*, No. CV 10-02420 GAF (PLAx), 2012 WL 12882124, at *5 (C.D.
5 Cal. Jan. 23, 2012) (acknowledging that courts approve PAGA claim settlements in the range of zero
6 to two percent of the total settlement).

7 Here, the Parties negotiated a good faith PAGA Payment in the amount of \$300,000.
8 (Settlement Agreement ¶ 3.3.5.) This amount falls well within the range of approved PAGA
9 Payment. Seventy-five percent (75%) of the PAGA Payment (\$225,000.00) will be paid to the
10 LWDA (“LWDA PAGA Payment”) and the remaining twenty-five percent (25%) of the PAGA
11 Payment (\$75,000.00) will be distributed to the PAGA Members, which is within the range of
12 PAGA Payment approved by courts and should be approved.

13 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), illustrates the risk of PAGA
14 claims. In *Carrington*, while the plaintiff prevailed on his PAGA claim upon trial, the trial court
15 reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at
16 complying with the law. *Id.* at 517. Upon review, the Court of Appeal found such reduction to be
17 proper. *Id.* at 539. Again, the *Carrington* decision was after Plaintiff actually prevailed at trial, and
18 even then, the PAGA penalties were reduced by 90%, resulting in \$5 per pay period. For the
19 aforementioned reasons, the PAGA allocation of the Gross Settlement Amount is fair, just, and
20 reasonable.

21 The Settlement Agreement and this Motion are being submitted to the LWDA concurrently
22 with the filing of this Motion, as required by California Labor Code section 2699(l)(2). (Settlement
23 Agreement ¶ 4.1.2.) Accordingly, the LWDA will have full notice and opportunity to object if it so
24 desires. However, no objection is anticipated by Plaintiffs’ Counsel, because the allocated award
25 serves as a significant recovery for the LWDA and falls well in line with awards historically approved
26 in other matters.

27 ///

1 **VI. A FINAL APPROVAL HEARING SHOULD BE SCHEDULED**

2 The last step in the settlement approval process is a final approval hearing, at which time the
3 Court may hear all evidence and arguments necessary to conclusively evaluate the proposed
4 settlement. Under California Rule of Court 3.769(e), when a court grants preliminary approval, its
5 Order must include the date, time and place of the final approval hearing.

6 Assuming that Preliminary Approval is granted on the hearing date of September 15, 2026,
7 Class Counsel suggests the Court enter the following schedule of events, culminating in the Final
8 Approval Hearing.

9

Event	Date
<u>Provision of Class Data</u> : Last day for Defendants to provide all necessary class data to the Settlement Administrator.	October 6, 2026 (Within 21 calendar days ⁵ 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	October 27, 2026 (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	December 11, 2026 (45 days after Notice Date) (Settlement Agreement ¶¶ 1.31, 4.4) (or, for remailed Notices, 55 days after Notice Date or 14 days after remailing, whichever is later)
<u>Close of Exclusion Period</u> : Last day for Class Members to submit a request for exclusion	December 11, 2026 (45 days after Notice Date) (Settlement Agreement ¶¶ 1.31, 4.3.1.) (or, for remailed Notices, 55 days after Notice Date or 14 days after remailing, whichever is later)

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28 ⁵ All proposed dates have been pre-adjusted to account for weekends and holidays.

Last day for Class Counsel to file motion for an award of attorneys' fees, costs and Class Representative Incentive Award	December 23, 2026 (At least 30 calendar days before the proposed Final Approval Hearing)
Last day for Plaintiffs to file motion and supporting documents for final approval of class action settlement	December 23, 2026 (At least 30 calendar days before the proposed Final Approval Hearing)
Final Approval Hearing	January 25, 2027 (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.)

VII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant preliminary approval of the proposed settlement, preliminarily approve the attorneys' fees, costs and incentive awards sought herein, approve the proposed notice, and set a hearing for final approval of the settlement.

DATED: August 21, 2026

MORGAN & MORGAN

By: /s/ Angeli Murthy
 Angeli Murthy
 Attorneys for Plaintiffs

1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) ss.

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action. My business address is 550 North Brand Boulevard, Suite 1500,
5 Glendale, California 91203-1922.

6 On August 21, 2026, I served the foregoing documents described as:

7 (1) **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY**
8 **APPROVAL OF SETTLEMENT;**

9 (2) **DECLARATION OF ANGELI MURTHY IN SUPPORT OF MOTION FOR**
10 **PRELIMINARY APPROVAL OF SETTLEMENT;**

11 (3) **DECLARATION OF CHRISTIAN HUDSON;**

12 (4) **DECLARATION OF CODY R. KENNEDY IN SUPPORT OF PLAINTIFFS'**
13 **MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT;**

14 (5) **DECLARATION OF MICHAEL H. BOYAMIAN IN SUPPORT OF PLAINTIFFS'**
15 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA**
16 **SETTLEMENT;**

17 (6) **DECLARATION OF JESSICA L. CAMPBELL IN SUPPORT OF MOTION FOR**
18 **PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT;**

19 (7) **DECLARATION OF PLAINTIFF CRAIG CLARK IN SUPPORT OF MOTION FOR**
20 **PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT;**

21 (8) **DECLARATION OF HENRY NELSON IN SUPPORT OF PLAINTIFF'S MOTION**
22 **FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; and**

23 (9) **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY**
24 **APPROVAL OF SETTLEMENT** on all interested parties in said action:

25 **SEE ATTACHED SERVICE LIST**

26 [X] **(VIA CASE ANYWHERE)** Pursuant to the Court's January 8, 2016, Order Authorizing
27 Electronic Service, the above-named documents have been electronically served on counsel of
28 record by transmission through the Case Anywhere system on the date below. The
transmission of this document to Case Anywhere system was reported as complete and a copy
of the Case Anywhere Transaction Receipt will be maintained along with the original
document and proof of service in our office.

[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 August 21, 2026, at Glendale, California.



Armand R. Kizirian

Craig Clark v. Quest Diagnostics Clinical Laboratories, Inc.

LASC Case No. BC594022

(Consolidated with Case Nos. BC660722 and BC594129)

Service List

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