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Attorneys for PLAINTIFF

(Additional Counsel is Listed on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

OSVALDO PALOMARES JR., individually,
and on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

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

Defendants.

Case No. 37-2024-00019330-CU-OE-CTL

**DECLARATION OF SHANI O. ZAKAY, ESQ.
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 18, 2026

Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan

Department: C-66

1 **LAWYERS *for* JUSTICE, PC**

2 Arby Aiwazian (SBN 269827)

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14 Attorneys for Plaintiff OSVALDO PALOMARES JR.

1 I, Shani O. Zakay, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the owner of the law firm of Zakay Law Group, APLC (hereinafter “Class Counsel”). I
5 am co-counsel of record for Plaintiff OSVALDO PALOMARES JR. (“Plaintiff”), on behalf of
6 herself, and on behalf of all persons similarly situated, (hereafter “Plaintiff” or “Class
7 Representative) in this wage and hour class action filed against Defendant INVIVOSCRIBE INC.
8 (“Defendant”)

9 2. This declaration is being submitted in support of Plaintiff’s Motion for Final
10 Approval of Class Action and PAGA Settlement.

11 3. Attached hereto as **Exhibit “A”** is a true and correct copy of the fully executed
12 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (the
13 “Agreement”).

14 4. Attached hereto as **Exhibit “B”** is a true and correct copy of the January 9, 2026
15 Preliminary Approval Order.

16 5. Attached hereto as **Exhibit “C”** is a true and correct copy of proof of filing the
17 proposed Settlement with the LWDA.

18 6. Attached hereto as **Exhibit “D”** is a true and correct copy of the proof of filing this
19 motion seeking final approval of this Settlement with the LWDA.

20 7. Attached hereto as **Exhibit “E”** is a true and correct copy of the Zakay Law Group,
21 APLC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has
22 been appointed Class Counsel.

23 8. Attached hereto as **Exhibit “F”** is a true and correct copy of the Zakay Law Group,
24 APLC’s Cost Summary detailing the Zakay Law Group, APLC’s actually incurred litigation
25 expenses for this matter as of May 18, 2026. As shown in detail in the attached Cost Summary, the
26 Zakay Law Group, APLC, incurred a total of \$3,941.51 in litigation costs prosecuting this action.
27 These costs are exclusive of the costs incurred by co-counsel JCL Law Firm, APC and Lawyers
28 for Justice, P.C.

9. Attached hereto as **Exhibit “G”** is a true and correct copy of the time and billing journal detailing Zakay Law Group, APLC’s total hours and fees for this matter as of May 18, 2026. Each entry was made contemporaneously and in the ordinary course of the Zakay Law Group, APLC’s usual course of business. The attached shows that the Zakay Law Group, APLC billed a total of 89.6 hours for a total of \$57,610.00 successfully litigating this action.

I. CLASS COUNSEL FEES AND COSTS

10. As of May 18, 2026, Zakay Law Group, APLC incurred a total lodestar of \$57,610.00 for 89.6 hours worked by attorneys successfully litigating this matter. I have reviewed my firm’s lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed time and billing journals for the Zakay Law Group, APLC are attached hereto as **Exhibit “G”**.

11. The attorneys and staff at co-counsel the JCL Law Firm, APC worked a total of 62.4 hours successfully prosecuting this action for a lodestar of \$51,045.00. A true and correct copy of the JCL Law Firm, APC time and billing entries is attached to the Declaration of Jean-Claude Lapuyade, Esq. filed concurrently herewith.

12. The attorneys and staff at co-counsel Lawyers for Justice, P.C. worked a of 90.5 hours successfully prosecuting this action for a lodestar of \$76,925.00. A true and correct copy of the Lawyers for Justice, P.C. time and billing entries is attached to the Declaration of Selena Matavosian , Esq. filed concurrently herewith.

13. Collectively, Class Counsel spent a total of 242.5 hours successfully litigating this matter for a total combined lodestar of \$185,580.00 and is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
Lawyers for Justice PC	90.5	\$76,925.00
Zakay Law Group, APLC	89.6	\$57,610.00
JCL Law Firm, APC	62.4	\$51,045.00
Total		\$218,135.00

1 14. Further, Class Counsel will be performing additional work, including finalizing the
2 motion for final approval, attending the hearing on final approval, finalizing the orders and
3 judgment, and monitoring completion of the settlement process over the course of several years.

4 15. The attorneys and staff at the Zakay Law Group, APLC, have been providing
5 extensive class action services throughout state and federal courts in California for several years.

6 16. The rates charged by my firm are in line with the prevailing rates of attorneys in the
7 local legal community for similar work and, if this were a commercial matter, these are the charges
8 that would be made and presented to the client. These hourly rates have been approved by Court's
9 throughout California, including the Courts in the Superior Court of California. Finally, the
10 reasonableness of Counsel's hourly rates is further confirmed by comparing such rates with the
11 rates of comparable counsel practicing complex and class litigation as detailed in the National
12 Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG, LLC*, 2014
13 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate
14 for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
15 compared within 21 other firms practicing in the Southern District of California). This survey is
16 useful to show that Counsel's rates are in line with the comparable rates of the defense counsel
17 that opposes these types of class claims, such as Mayer Brown. In another example, Sheppard
18 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Counsel
19 charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings,
20 another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and
21 \$755 and \$335 for associates. Thus, the rates charged by Counsel for comparable work are less
22 or near than these examples and are therefore undoubtedly reasonable.

23 17. As part of the Agreement, the parties agreed that Counsel may seek reimbursement
24 of expenses incurred as documented in Counsel's billing records as part of the award for Attorneys'
25 Fees and Attorneys' Expenses. Attached hereto as **Exhibit "F"** is a true and correct copy of the
26 Zakay Law Group, Cost Summary detailing the actually incurred litigation expenses by the Zakay
27 Law Group APLC, for this matter as of May 18, 2026. As shown in detail in the Cost Summary
28 attached as Exhibit "F", the Zakay Law Group incurred a total of \$3,941.51 in litigation costs

1 prosecuting this action. These costs were reasonably incurred by Counsel in the prosecution of this
2 matter and are set forth in detail in the contemporaneous billing records attached hereto.

3 **II. INTRODUCTION**

4 18. An objective evaluation of the proposed settlement of \$660,000.00 (“Gross
5 Settlement Amount”) confirms that the relief negotiated on behalf of the Class is fair, reasonable,
6 and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations
7 between experienced counsel, guided by the wisdom and experience of mediator Sonya Goodwin,
8 Esq. an experienced mediator of class and PAGA actions.

9 19. The relief offered by the Settlement is immediate and is particularly impressive when
10 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (see
11 *infra*). As discussed below, the proposed Settlement satisfies all criteria for final settlement
12 approval under California law and falls well within the range of reasonableness.

13 **III. OVERVIEW OF THE LITIGATION**

14 20. Generally, Plaintiff claims that that Defendant failed to pay for all time worked,
15 provide compliant meal and rest periods and associated premium pay, timely pay wages upon
16 termination of employment, and furnish accurate itemized wage statements.

17 21. Following the Parties’ agreement to mediate the action, Defendant agreed to
18 informally produce documents and data points subject to the mediation privilege and pertinent
19 written wage and hour policies.

20 22. On May 13, 2025, the Parties participated in a full day mediation with the Sonya
21 Goodwin, Esq. The mediation did not result in a settlement; however, the Parties reached an agreement
22 weeks later, following their acceptance of a mediator’s proposal prepare by mediator Goodwin. After
23 reaching an agreement in principle, the parties negotiated a long-form settlement agreement, which is
24 the subject of the instant motion.

25 **IV. THE SETTLEMENT BEFORE THE COURT**

26 23. As detailed in the motion for preliminary approval, Class Counsel thoroughly
27 investigated the proposed Class Members’ claims, applicable law, and potential defenses.
28 Specifically, Class Counsel assessed the value of the class claims using data and documents

1 provided by Defendant in informal discovery. Class Counsel obtained Class Members' time and
2 payroll data, and pertinent written wage and hour policies. Class Counsel's investigation, research,
3 experience, and damage models informed and guided the mediated negotiations that resulted in this
4 settlement.

5 24. The Settlement is the product of a mediation session with a respected mediator and
6 negotiations over the terms of the Settlement. The negotiations were adversarial, conducted at
7 arm's length and tempered by the efforts of both sides to serve the interests of their clients,

8 25. Plaintiff is represented by competent and experienced counsel to pursue her claims.
9 My firm has extensive class action experience in multiple fields and has represented tens-of-
10 thousands of persons in class actions. My firm has previously litigated similar wage and hour class
11 actions involving similar claims. My firm has been approved as class counsel in similar wage and
12 hour class actions throughout the State of California. As such, courts throughout California have
13 deemed my firm experienced and knowledgeable in this area of law. My firm has concluded the
14 settlement is fair, adequate, and reasonable and in the best interests of the Class.

15 26. My credentials are reflected in the Zakay Law Group, APLC firm resume, a true and
16 correct copy of which is attached hereto as **Exhibit E**. Some of the major cases my firm has
17 undertaken are also set forth in **Exhibit E**. I have had class litigation experience, mostly in the area
18 of employment class actions, unfair business practices, and other complex litigation. I have
19 experience in cases involving labor code violations and wage and hour claims. I have litigated
20 similar wage and hour cases against other employers on behalf of employees. I have been approved
21 as experienced class counsel in courts throughout California. It is this level of experience which
22 enabled my firm to undertake the instant matter and to successfully combat the resources of the
23 defendants and its capable and experienced counsel.

24 27. Although Plaintiff and Class Counsel believe that their case has merit, they recognize
25 the potential risks both sides would face if litigation of this action continued.

26
27
28 ///

28. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiff's claims and, in fact, already has.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22nd day of May, 2026, at San Diego, California.

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for PLAINTIFF

EXHIBIT A

ZAKAY LAW GROUP, APLC

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[Additional Counsel Listed on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

OSVALDO PALOMARES JR., individually,
and on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

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

Defendants.

Case No. 37-2024-00019330-CU-OE-CTL

[Complaint Filed: April 24, 2024]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

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3 Joanna Ghosh (SBN 272479)

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26 *Attorneys for Defendant* INVIVOSCRIBE INC.

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff OSVALDO PALOMARES JR. (hereinafter “Plaintiff”), an
3 individual, on behalf of himself, and on behalf of all persons similarly situated, and in his
4 representative capacity on behalf of the State of California and the Aggrieved Employees, and
5 Defendant INVIVOSCRIBE INC. (“Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Oswaldo Palomares*
8 *Jr. v Invivoscribe Inc.*, San Diego County Superior Court, Case No. 37-2024-
9 00019330-CU-OE-CTL, filed April 24, 2024, including the original complaint and
10 any subsequent operative or amended complaint filed in the action.
- 11 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
12 Class and PAGA Action Claims and Release of Claims.
- 13 C. “Aggrieved Employees” means all current and former non-exempt employees who
14 performed work for Defendant Invivoscribe, Inc. in California at any time during the
15 PAGA Period.
- 16 D. “Aggrieved Employee Payment” shall mean the thirty-five percent (35%) of the
17 \$33,000.00 PAGA Payment, calculated to be \$11,550.00, that will be distributed to
18 the Aggrieved Employees as described in this Agreement.
- 19 E. “Class” or the “Class Members” means all current and former non-exempt employees
20 who worked for Defendant Invivoscribe, Inc. in California at any time during the
21 Class Period.
- 22 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
23 Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Arby Aiwazian, Esq., Joanna
24 Ghosh, Esq., Brian J. St. John, Esq., and Erica Stepanian, Esq. of Lawyers for Justice,
25 PC.
- 26 G. “Class Counsel Award” means the award of fees and expenses that the Court
27 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
28 the Class Members, and the Aggrieved Employees in the Action, consisting of

attorneys' fees currently not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$220,000.00 out of \$660,000.00, plus costs of up to \$30,000.00. Attorneys' fees will be divided between Class Counsel in the following percentages: 30% to JCL Law Firm, APC, 30% to Zakay Law Group, APLC, and 40% to Lawyers for Justice, PC.

H. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment during which the individual was classified as non-exempt; and any other information the Settlement Administrator deems necessary to accurately calculate the number of Workweeks and PAGA Pay Periods worked by each Class Member and Aggrieved Employee during the Class and PAGA Periods.

I. "Class Period" means the period beginning April 24, 2020 through August 3, 2025.

J. "Class Representative" shall mean plaintiff Osvaldo Palomares Jr.

K. "Court" means the Superior Court for the State of California, County of San Diego currently presiding over the Action.

L. "Defendant" shall mean Invivoscribe, Inc.

M. "Effective Date" means the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date will be sixty (60) calendar days from the date the Court enters the order and judgment granting final approval of the settlement. If an appeal is taken from the Court's overruling of objections to the settlement, then the effective date of final approval will be twenty (20) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

N. "Funding Date" means the date by which Defendant has paid the entire Gross Settlement Amount and any and all employer payroll taxes owed on the Wage

Portions of the Individual Settlement Payments to the Settlement Administrator in accord with the terms of this Agreement. Defendant will pay the Gross Settlement Amount any and all employer payroll taxes owed on the Wage Portions of the Individual Settlement Payments to the Settlement Administrator within sixty (60) calendar days after the final approval order.

O. “Gross Settlement Amount” means Six Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is all-in with no reversion and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

P. “Individual Settlement Payments” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

Q. “LWDA” shall mean the Labor and Workforce Development Agency.

R. “LWDA Payment” shall mean the sixty-five percent (65%) of the \$33,000.00 PAGA Payment, calculated to be \$21,450.00, payable to the LWDA.

S. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel Award, Service Award, PAGA Payment, and Settlement Administration Costs.

T. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

U. “Operative Complaint” shall mean the First Amended Complaint filed by Plaintiff on September 30, 2025, in the San Diego Superior Court.

V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

- 1 W. "PAGA Payment Ratio" means the respective Pay Periods in which an Aggrieved
2 Employee performed work for Defendant during the PAGA Period, divided by the
3 total Pay Periods worked by all Aggrieved Employees during the PAGA Period.
- 4 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
5 Employee Payment, as defined herein, means the number of 2-week pay periods of
6 employment during the PAGA Period that each Aggrieved Employee performed work
7 for Defendant in California.
- 8 Y. "PAGA Period" means the period beginning June 27, 2024 through August 3, 2025.
- 9 Z. "PAGA Payment" shall mean Thirty-Three Thousand Dollars and Zero Cents
10 (\$33,000.00) to be allocated from the Gross Settlement Amount for settlement of
11 PAGA Claims asserted in the Action.
- 12 AA. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
13 Plaintiff or Defendant, individually.
- 14 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided
15 by the total Workweeks worked by all Class Members in the Class Period.
- 16 CC. "Plaintiff" shall mean Osvaldo Palomares Jr.
- 17 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
18 by the Settlement Administrator to fund the Gross Settlement Amount.
- 19 EE. "Released Class Claims" shall mean all class claims alleged, or reasonably could have
20 been alleged based on the facts alleged in the Operative Complaint in the Action,
21 which occurred during the Class Period, and expressly excluding claims for vested
22 benefits, wrongful termination, unemployment insurance, disability, social security,
23 workers' compensation, and class claims outside of the Class Period.
- 24 FF. "Released PAGA Claims" shall mean the release from Plaintiff and the Aggrieved
25 Employees of all PAGA claims alleged in the Operative Complaint in the Action and
26 Plaintiff's PAGA Notice to the LWDA, which occurred during the PAGA Period, and
27 expressly excluding all other claims, including claims for vested benefits, wrongful
28

1 termination, unemployment insurance, disability, social security, workers'
2 compensation, and PAGA claims outside of the PAGA Period.

3 GG. "Released Parties" shall mean Defendant and its former and present directors,
4 officers, shareholders, owners, attorneys, insurers, predecessors, successors, and
5 assigns.

6 HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
7 Administrator mails Notice Packets to Class Members and the last date on which
8 Class Members may submit requests for exclusion or objections to the Settlement.
9 Neither side shall encourage any Class Member to opt out.

10 II. "Service Award" means an award in the amount of \$10,000 or in an amount that the
11 Court authorizes to be paid to the Class Representative, in addition to his Individual
12 Settlement Payment and his individual Aggrieved Employee Payment, in recognition
13 of his efforts and risks in assisting with the prosecution of the Action.

14 JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.

15 KK. "Settlement Administration Costs" shall mean the amount paid to the Settlement
16 Administrator from the Gross Settlement Amount for administering the Settlement
17 pursuant to this Agreement currently estimated not to exceed \$6,490.00. The
18 Settlement Administration costs shall include certified Spanish translation of the
19 Class Notice.

20 LL. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
21 Dr., Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement Administrator
22 establishes, designates, and maintains, as a QSF under Internal Revenue Code section
23 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross
24 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
25 Class Members. The Settlement Administrator shall maintain the funds until
26 distribution in an account(s) segregated from the assets of Defendant and any person
27 related to Defendant. *All accrued interest shall be paid and distributed to the*
28 *Settlement Class Members as part of their respective Individual Settlement*

1 ***Payment.***

2 MM. “Settlement Class Members” or “Settlement Class” means all Class Members who
3 have not submitted a timely and valid request for exclusion as provided in this
4 Agreement.

5 NN. “Workweeks,” shall mean any seven (7) consecutive days beginning on Sunday and
6 ending on Saturday, in which a Class Member is employed by Defendant during the
7 Class Period in California.

8 **II. RECITALS**

9 A. On April 24, 2024, Plaintiff filed a Class Action complaint in the San Diego Superior
10 Court, Case No. 37-2024-00019330-CU-OE-CTL, alleging claims for:

- 11 1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
 - 12 2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
 - 13 Premiums);
 - 14 3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
 - 15 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid
 - 16 Minimum Wages);
 - 17 5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely
 - 18 Paid);
 - 19 6. Violation of California Labor Code § 204 (Wages Not Timely Paid During
 - 20 Employment);
 - 21 7. Violation of California Labor Code § 226(a) (Non-Compliant Wage
 - 22 Statements);
 - 23 8. Violation of California Labor Code § 1174(d) (Failure to Keep Requisite
 - 24 Payroll Records);
 - 25 9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed
 - 26 Business Expenses);
 - 27 10. Violation of California Business & Professions Code §§ 17200, et seq.
- 28

- 1 B. On June 27, 2025, for purposes of effectuating the Settlement, Plaintiff filed a Notice
2 of Violations with the Labor and Workforce Development Agency (LWDA) and
3 served the same on Defendant.
- 4 C. On September 30, 2025, for purposes of effectuating the Settlement, Plaintiff filed the
5 operative First Amended Complaint, adding a single cause of action for violations of
6 PAGA (the “Action”).
- 7 D. The Class Representative believes he has claims based on alleged violations of the
8 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
9 that class certification is appropriate because the prerequisites for class certification
10 can be satisfied in the Action, and this action is manageable as a PAGA representative
11 action.
- 12 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
13 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
14 Representative, alleged in the Operative Complaint, and/or alleged in the Class
15 Representative’s PAGA Notice to the LWDA are owed, and further contends that, for
16 any purpose other than settlement, the Action is not appropriate for class or
17 representative action treatment. Defendant contends, among other things, that at all
18 times it complied with the California Labor Code and the Industrial Welfare
19 Commission Wage Orders.
- 20 F. The Class Representative is represented by Class Counsel. Class Counsel investigated
21 the facts relevant to the Action, including conducting an independent investigation as
22 to the allegations, reviewing documents and information exchanged through informal
23 discovery, and reviewing documents and information provided by Defendant
24 pursuant to informal requests for information to prepare for mediation. Defendant
25 produced for the purpose of settlement negotiations certain employment data
26 concerning the Class, which Class Counsel reviewed and analyzed with the assistance
27 of an expert. Based on their own independent investigation and evaluation, Class
28 Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and

adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant agrees to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

G. On May 13, 2025, the Parties participated in mediation presided over by Sonya Goodwin, an experienced mediator of wage and hour class and PAGA actions. The Parties ultimately accepted a Mediator's settlement proposal, which was subsequently memorialized in the form of a Memorandum of Understanding.

H. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class Members have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

I. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

J. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action. The Settlement, this Agreement, and the Parties'

1 willingness to settle the Action will have no bearing on and will not be admissible in
2 connection with any litigation.

3 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

4 **III. TERMS OF AGREEMENT**

5 A. Settlement Consideration and Settlement Payments by Defendant.

6 1. Settlement Consideration. In full and complete settlement of the Action, and
7 in exchange for the releases set forth below, Defendant will pay the sum of
8 the Individual Settlement Payments, the Service Award, the Class Counsel
9 Award, PAGA Payment, and the Settlement Administration Costs, as
10 specified in this Agreement, equal to the Gross Settlement Amount of Six
11 Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00). The Parties
12 agree that this is a non-reversionary Settlement and that no portion of the
13 Gross Settlement Amount shall revert to Defendant. Other than the
14 Defendant's share of employer payroll taxes and as provided in Section III.A.2
15 below, Defendant shall not be required to pay more than the Gross Settlement
16 Amount.

17 2. Class Size. Defendant represents that the Class is comprised of approximately
18 178 individuals who collectively worked approximately 19,000 Workweeks
19 during the Class Period. No later than December 2, 2025, Defendant will
20 provide the Settlement Administrator with the Class Data in order to ensure
21 the Settlement Administrator has sufficient time to prepare a declaration prior
22 to the filing of the Motion for Preliminary Approval. If the actual number of
23 Workweeks worked during the Class Period exceeds 19,000 by more than
24 10% (20,900), Defendant shall notify Plaintiff that it will, at Defendant's sole
25 discretion, either (i) increase the settlement amount in proportion to the
26 percentage by which the total Workweeks exceed 110% of 19,000, or (ii)
27 shorten the Class Period such that the total number of Workweeks does not
28 exceed 19,000.

- 1 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
2 into the QSF, through the Settlement Administrator on or before the Funding
3 Date. Any interest accrued will be added to the Net Settlement Amount and
4 distributed to the Settlement Class Members except that if final approval is
5 reversed on appeal, then Defendant is entitled to prompt return of the principal
6 and all interest accrued.
- 7 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
8 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
9 together with the Gross Settlement Amount on the Funding Date.
- 10 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
11 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
12 release the Released Parties from the Released Class Claims for the Class Period.
- 13 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
14 consideration set forth in this Agreement, the Plaintiff, the LWDA, and the State of
15 California release the Released Parties from the Released PAGA Claims for the PAGA
16 Period. As a result of this release, the Aggrieved Employees shall be precluded from
17 bringing claims against Defendant for the Released PAGA Claims that were incurred
18 during the PAGA Period.
- 19 D. General Release by Plaintiff. As of the Effective Date and upon funding in full of the
20 Gross Settlement Amount by Defendant, in exchange for the consideration set forth in
21 this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released
22 Parties from any and all claims, whether known or unknown, which exist or may exist
23 on either Plaintiff's behalf as of the date of this Agreement, including but not limited
24 to any and all tort claims, contract claims, wage claims, wrongful termination claims,
25 disability claims, benefit claims, public policy claims, retaliation claims, statutory
26 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
27 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
28 under any federal, state or other governmental statute, law, regulation or ordinance,

1 including, but not limited to claims for violation of the Fair Labor Standards Act, the
2 California Labor Code, the Wage Orders of California's Industrial Welfare
3 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
4 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
5 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
6 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
7 California's Whistleblower Protection Act, California Business & Professions Code
8 Section 17200 et seq., and any and all claims arising under any federal, state or other
9 governmental statute, law, regulation or ordinance. Plaintiff also waives and
10 relinquishes any and all claims, rights or benefits that he may have under California
11 Civil Code § 1542, which provides as follows:

12
13 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
14 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
15 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
16 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
17 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
18 ***OR RELEASED PARTY.***

19
20 Thus, notwithstanding the provisions of section 1542, and to implement a full and
21 complete release and discharge of the Released Parties, Plaintiff expressly
22 acknowledges this Settlement Agreement is intended to include in its effect, without
23 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
24 the time of signing this Settlement Agreement, and that this Settlement Agreement
25 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
26 has read this Settlement Agreement, including this waiver of California Civil Code
27 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
28 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically

1 about the waiver of section 1542, and that Plaintiff understands this Settlement
2 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
3 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
4 discover facts different from or in addition to those Plaintiff now knows or believes to
5 be true regarding the matters released or described in this Settlement Agreement, and
6 even so Plaintiff agrees that the releases and agreements contained in this Settlement
7 Agreement shall remain effective in all respects notwithstanding any later discovery
8 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
9 mistake in connection with the true facts involved in the matters, disputes, or
10 controversies released or described in this Settlement Agreement or with regard to any
11 facts now unknown to Plaintiff relating thereto.

12 E. Conditions Precedent: This Settlement will become final and effective only upon the
13 occurrence of all of the following events:

- 14 1. The Court enters an order granting preliminary approval of the Settlement;
- 15 2. The Court enters an order granting final approval of the Settlement and a Final
16 Judgment;
- 17 3. If an objector appears at the final approval hearing, the time for appeal of the
18 Final Judgment and Order Granting Final Approval of Class Action
19 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
20 any appeal from the Judgment and Order Granting Final Approval of Class
21 Action Settlement; and
- 22 4. Defendant fully funds the Gross Settlement Amount.

23 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
24 approve this Settlement Agreement, fails to become effective, or is reversed,
25 withdrawn, or modified by the Court, or in any way prevents or prohibits Defendant
26 from obtaining a complete resolution of the Released Class Claims and Released
27 PAGA Claims: 1) this Settlement Agreement shall be void *ab initio* and of no force or
28 effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding

1 for any purpose or with respect to any issue, substantive or procedural; 2) the
2 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
3 no force or effect, and shall not be admissible in any judicial, administrative, or arbitral
4 proceeding for any purpose or with respect to any issue, substantive or procedural;
5 and; 3) None of the Parties to this Settlement will be deemed to have waived any
6 claims, objections, defenses, or arguments in the Action, including with respect to the
7 issue of class certification.

8 G. Failure to Fund. If Defendant fails to fully fund the Gross Settlement Amount,
9 Plaintiffs shall be entitled to all reasonable attorneys' fees, costs and interest in any
10 proceeding to enforce the terms of this Agreement. Moreover, Defendant shall bear
11 the sole responsibility for any cost to issue or reissue any curative notice to the
12 Settlement Class Members and all Claims Administration Expenses incurred to the
13 date if such notices are needed, due to Defendant's failure to fully fund the Gross
14 Settlement Amount.

15 H. Certification of the Class. The Parties stipulate to conditional class certification of the
16 Class for the Class Period for purposes of settlement only. In the event that this
17 Settlement is not approved by the Court, fails to become effective, or is reversed,
18 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
19 from obtaining a complete resolution of the Released Class Claims and Released
20 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
21 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
22 administrative or arbitral proceeding for any purpose or with respect to any issue,
23 substantive or procedural.

24 I. Tax Liability. The Parties make no representations as to the tax treatment or legal
25 effect of the payments called for, and Class Members and/or Aggrieved Employees are
26 not relying on any statement or representation by the Parties in this regard. Class
27 Members and/or Aggrieved Employees understand and agree that they will be
28 responsible for the payment of any taxes and penalties assessed on the Individual

1 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
2 Employee Payment described and will be solely responsible for any penalties or other
3 obligations resulting from their personal tax reporting of Individual Settlement
4 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
5 Payment.

6 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
7 the "acknowledging party" and each Party to this Agreement other than the
8 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
9 of this Agreement, and no written communication or disclosure between or among the
10 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
11 such communication or disclosure constitute or be construed or be relied upon as, tax
12 advice within the meaning of United States Treasury Department circular 230 (31 CFR
13 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
14 her or its own, independent legal and tax counsel for advice (including tax advice) in
15 connection with this Agreement, (b) has not entered into this Agreement based upon
16 the recommendation of any other Party or any attorney or advisor to any other Party,
17 and (c) is not entitled to rely upon any communication or disclosure by any attorney
18 or adviser to any other party to avoid any tax penalty that may be imposed on the
19 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
20 any limitation that protects the confidentiality of any such attorney's or adviser's tax
21 strategies (regardless of whether such limitation is legally binding) upon disclosure by
22 the acknowledging party of the tax treatment or tax structure of any transaction,
23 including any transaction contemplated by this Agreement.

24 K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
25 this Agreement, but no later than 90 days after execution of this Agreement, Plaintiff
26 shall file with the Court a Motion for Order Granting Preliminary Approval and
27 supporting papers, which shall include this Settlement Agreement. Plaintiff will
28 provide Defendant with a draft of the Motion at least five (5) business days prior to the

1 filing of the Motion to give Defendant an opportunity to review and comment upon
2 the Motion.

3 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
4 establishing and administering the QSF; calculating, processing and mailing payments
5 to the Class Representative, Class Counsel, LWDA, Aggrieved Employees, and Class
6 Members; printing and mailing the Notice Packets to the Class Members as directed
7 by the Court; receiving and reporting the objections and requests for exclusion;
8 calculating, deducting and remitting all legally required taxes from Individual
9 Settlement Payments and distributing tax forms for the Wage Portion, the Penalties
10 Portion and the Interest Portion of the Individual Settlement Payments and/or
11 Aggrieved Employees' individual shares of the Aggrieved Employee Payment;
12 processing and mailing tax payments to the appropriate state and federal taxing
13 authorities; providing declaration(s) as necessary in support of preliminary and/or final
14 approval of this Settlement; and other tasks as the Parties mutually agree or the Court
15 orders the Settlement Administrator to perform. The Settlement Administrator shall
16 keep the Parties timely apprised of the performance of all Settlement Administrator
17 responsibilities by among other things, sending a weekly status report to the Parties'
18 counsel stating the date of the mailing, the of number of opt outs from the Settlement
19 it receives (including the numbers of valid and deficient), and number of objections
20 received.

21 M. Notice Procedure.

22 1. Class Data. No later than December 2, 2025, Defendant shall provide the
23 Settlement Administrator with the Class Data.

24 2. Notice Packets.

25 a) The Notice Packet shall contain the Notice of Class Action Settlement
26 in a form substantially similar to the form attached as **Exhibit A**. The
27 Notice of Class Action Settlement shall inform Class Members and
28 Aggrieved Employees that they need not do anything in order to

1 receive an Individual Settlement Payment and/or Aggrieved
2 Employees' individual shares of the Aggrieved Employee Payment
3 and to keep the Settlement Administrator apprised of their current
4 mailing address, to which the Individual Settlement Payments and/or
5 Aggrieved Employees' individual shares of the Aggrieved Employee
6 Payment will be mailed following the Funding Date. The Notice of
7 Class Action Settlement shall set forth the release to be given by all
8 members of the Class who do not request to be excluded from the
9 Settlement Class and/or Aggrieved Employees in exchange for an
10 Individual Settlement Payment and/or Aggrieved Employees'
11 individual shares of the Aggrieved Employee Payment, the number of
12 Workweeks worked by each Class Member during the Class Period,
13 and number of PAGA Periods worked by each Aggrieved Employee
14 during the PAGA Period, if any, and the estimated amount of their
15 Individual Settlement Payment if they do not request to be excluded
16 from the Settlement and each Aggrieved Employees' share of the
17 Aggrieved Employee Payment, if any. The Settlement Administrator
18 shall use the Class Data to determine Class Members' Workweeks and
19 PAGA Pay Periods. The Class Data will be presumed to be correct
20 unless a particular Class Member proves otherwise to the Settlement
21 Administrator by credible written evidence. The Notice will also
22 advise the Aggrieved Employees that they will release the Released
23 PAGA Claims and will receive their share of the Aggrieved Employee
24 Payment regardless of whether they request to be excluded from the
25 Settlement.

- 26 b) The Notice Packet's mailing envelope shall include the following
27 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
28 ENTITLED TO PARTICIPATE IN A CLASS ACTION

1 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
2 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
3 NOTICE.”

4 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
5 Settlement Administrator will perform a search based on the National Change
6 of Address Database to update and correct any known or identifiable address
7 changes. No later than twenty-one (21) calendar days after preliminary
8 approval of the Settlement, the Settlement Administrator shall mail copies of
9 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
10 electronic mail. The Settlement Administrator shall exercise its best judgment
11 to determine the current mailing address for each Class Member. The address
12 identified by the Settlement Administrator as the current mailing address shall
13 be presumed to be the best mailing address for each Class Member.

14 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
15 Administrator as non-delivered on or before the Response Deadline shall be
16 re-mailed to any forwarding address provided within seven (7) days of
17 receiving the returned notice. If no forwarding address is provided, the
18 Settlement Administrator shall promptly attempt to determine a correct
19 address by lawful use of skip-tracing, or other search using the name, address
20 and/or Social Security number of the Class Member involved, and shall then
21 perform a re-mailing, if another mailing address is identified by the Settlement
22 Administrator. In addition, if any Class Member who is currently employed
23 by Defendant, is returned to the Settlement Administrator, as non-delivered
24 and no forwarding address is provided, the Settlement Administrator shall
25 notify Defendant. Defendant will request that the currently employed Class
26 Member provide a corrected address and transmit to the Settlement
27 Administrator any corrected address provided by the Class Member. Class
28

Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the start and end dates of employment, to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. All Workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Workweek disputes will be final.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a signed copy of the Request for Exclusion form to the Settlement Administrator by the Response Deadline. A Request for Exclusion form will be mailed together with the Notice Packet to all Class Members. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine

1 whether the request for exclusion was timely submitted. Any Class Member
2 who submits a timely Request for Exclusion shall be excluded from the
3 Settlement Class will not be entitled to an Individual Settlement Payment and
4 will not be otherwise bound by the terms of the Settlement or have any right
5 to object, appeal, or comment thereon. However, any Class Member that
6 submits a timely Request for Exclusion that is also an Aggrieved Employee
7 will still receive his/her pro rata share of the Aggrieved Employee Payment,
8 as specified below, and in consideration, will be bound by the Release by the
9 PAGA Class as set forth herein. Class Members who fail to submit a valid
10 and timely Request for Exclusion on or before the Response Deadline shall be
11 bound by all terms of the Settlement and any final judgment entered in this
12 Action if the Court approves the Settlement. No later than seven (7) calendar
13 days after the Response Deadline, the Settlement Administrator shall provide
14 counsel for the Parties with a final list of the Class Members who have timely
15 submitted timely Requests for Exclusion. At no time shall any of the Parties
16 or their counsel seek to solicit or otherwise encourage members of the Class
17 to submit Requests for Exclusion from the Settlement.

- 18 8. Objections. The Notice of Class Action Settlement contained in the Notice
19 Packet shall state that Class Members who wish to object to the Settlement
20 may submit to the Settlement Administrator a written statement of objection
21 (“Notice of Objection”) by the Response Deadline. The postmark date of
22 mailing shall be deemed the exclusive means for determining that a Notice of
23 Objection was served timely. The Notice of Objection, if in writing, must be
24 signed by the Settlement Class Member and state: (1) the case name and
25 number; (2) the name of the Settlement Class Member; (3) the address of the
26 Settlement Class Member; (4) the last four digits of the Settlement Class
27 Member’s Social Security number; (5) the basis for the objection; and (6) if
28 the Settlement Class Member intends to appear at the Final

1 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
2 to make objections in writing in the manner specified above may still make
3 their objections orally at the Final Approval/Settlement Fairness Hearing with
4 the Court's permission. Settlement Class Members will have a right to appear
5 at the Final Approval/Settlement Fairness Hearing to have their objections
6 heard by the Court regardless of whether they submitted a written objection.
7 At no time shall any of the Parties or their counsel seek to solicit or otherwise
8 encourage Class Members to file or serve written objections to the Settlement
9 or appeal from the Order and Final Judgment. Class Members who submit a
10 written request for exclusion may not object to the Settlement. Class Members
11 may not object to the PAGA Payment.

12 N. Allocation of the Gross Settlement Amount.

- 13 1. Calculation of Individual Settlement Payments. Individual Settlement
14 Payments shall be paid from the Net Settlement Amount and shall be paid
15 pursuant to the formula set forth herein. Using the Class Data, the Settlement
16 Administrator shall add up the total number of Workweeks for all Class
17 Members. The respective Workweeks for each Class Member will be divided
18 by the total Workweeks for all Class Members, resulting in the Payment Ratio
19 for each Class Member. Each Class Member's Payment Ratio will then be
20 multiplied by the Net Settlement Amount to calculate each Class Member's
21 estimated Individual Settlement Payments. Each Individual Settlement
22 Payment will be reduced by any legally mandated employee tax withholdings
23 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
24 Members who submit valid and timely requests for exclusion will be
25 redistributed to Settlement Class Members who do not submit valid and timely
26 requests for exclusion on a pro rata basis based on their respective Payment
27 Ratios.
28

- 1 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
2 Class Data, the Settlement Administrator shall add up the total number of
3 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
4 The respective PAGA Pay Periods for each Aggrieved Employees will be
5 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
6 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
7 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
8 Aggrieved Employee Payment to calculate each Aggrieved Employee’s
9 estimated share of the Aggrieved Employee Payment.
- 10 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
11 Settlement Payments shall be allocated and treated as 10% wages (“Wage
12 Portion”) and 45% penalties (“Penalties Portion”), and 45% pre-judgment
13 interest (“Interest Portion”). The Wage Portion of the Individual Settlement
14 Payments shall be reported on IRS Form W-2 and the Penalty Portion and
15 Interest Portion of the Individual Settlement Payments shall be reported on
16 IRS Form 1099 issued by the Settlement Agreement.
- 17 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
18 Employee Settlement Payments shall be allocated and treated as 100%
19 penalties and shall be reported on IRS Form 1099.
- 20 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
21 individual shares of the PAGA Payment made to Settlement Class Members
22 and/or Aggrieved Employees under this Settlement Agreement, as well as any
23 other payments made pursuant to this Settlement Agreement, will not be
24 utilized to calculate any additional benefits under any benefit plans to which
25 any Class Members may be eligible, including, but not limited to profit-
26 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
27 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
28 Parties’ intention that this Settlement Agreement will not affect any rights,

1 contributions, or amounts to which any Class Members may be entitled under
2 any benefit plans.

3 6. All monies received by Settlement Class Members under the Settlement which
4 are attributable to wages shall constitute income to such Settlement Class
5 Members solely in the year in which such monies are received by the Settlement
6 Class Members. It is the intent of the Parties that Individual Settlement
7 Payments and individual shares of the Aggrieved Employee Payment provided
8 for in this Settlement agreement are the sole payments to be made by Defendant
9 to Settlement Class Members and/or Aggrieved Employees in connection with
10 this Settlement Agreement, with the exception of Plaintiff, and that the
11 Settlement Class Members and/or Aggrieved Employees are not entitled to any
12 new or additional compensation or benefits as a result of having received the
13 Individual Settlement Payments and/or their shares of the Aggrieved Employee
14 Payment.

15 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
16 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
17 and/or Aggrieved Employees' last known mailing address no later than fifteen
18 (15) business days after the Funding Date.

19 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
20 Employees shall remain valid and negotiable for one hundred and eighty (180)
21 days from the date of their issuance. If a Settlement Class Member and/or
22 Aggrieved Employees does not cash his or her settlement check within ninety
23 (90) days, the Settlement Administrator will send a letter to such persons,
24 advising that the check will expire after the 180th day, and invite that
25 Settlement Class Member and/or Aggrieved Employees to request reissuance
26 in the event the check was destroyed, lost, or misplaced. In the event an
27 Individual Settlement Payment and/or Aggrieved Employees' individual
28 share of the PAGA Payment check has not been cashed within one hundred

1 and eighty (180) days, all funds represented by such uncashed checks, plus
2 any interest accrued thereon, shall be transmitted to the California Controller's
3 Unclaimed Property Fund in the name of the Class Member thereby leaving
4 no "unpaid residue" subject to the requirements of Code of Civil Procedure
5 section 384

6 9. Service Award. In addition to the Individual Settlement Payment as a
7 Settlement Class Member and his individual share of the Aggrieved Employee
8 Payment, Plaintiff will apply to the Court for an award of not more than
9 \$10,000.00, as a Service Award. Defendant will not oppose a Service Award
10 of not more than \$10,000.00 for Plaintiff. The Settlement Administrator shall
11 pay the Service Award, either in the amount stated herein if approved by the
12 Court or some other amount as approved by the Court, to Plaintiff from the
13 Gross Settlement Amount no later than fifteen (15) calendar days after the
14 Funding Date. Any portion of the requested Service Award that is not
15 awarded to the Class Representative shall be part of the Net Settlement
16 Amount and shall be distributed to Settlement Class Members as provided in
17 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
18 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and
19 legally responsible to pay any and all applicable taxes on his Service Award
20 and shall hold harmless the Released Parties from any claim or liability for
21 taxes, penalties, or interest arising as a result of the Service Award. Approval
22 of this Settlement shall not be conditioned on Court approval of the requested
23 amount of the Service Award. If the Court reduces or does not approve the
24 requested Service Award, Plaintiff shall not have the right to revoke the
25 Settlement, and it will remain binding.

26 10. Class Counsel Award. Defendant understands, and will not oppose, a motion
27 for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount
28 currently estimated to be Two Hundred Twenty Thousand Dollars and Zero

Cents (\$220,000.00) **and** Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Thirty-Three Thousand Dollars and Zero Cents (\$33,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment (\$21,450.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Funding Date (hereinafter "LWDA Payment"). Thirty-five percent (35%) of the PAGA Payment (\$11,550.) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$6,490.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will provide Defendant with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the amount of the average, lowest, and highest Aggrieved Employee Payments, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its

1 approval, and Judgment thereon, at the time Class Counsel files the Motion
2 for Final Approval.

3 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
4 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
5 Final Approval, including the Order Granting Final Approval of Class Action
6 Settlement, and Judgment at least five (5)business days in advance of filing with the
7 Court. The Parties and their counsel will cooperate with each other and use their best
8 efforts to affect the Court's approval of the Motions for Preliminary and Final
9 Approval of the Settlement, and entry of Judgment.

10 O. Cooperation. The Parties and their counsel will cooperate with each other and use
11 their best efforts to implement the Settlement.

12 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
13 except such proceedings necessary to implement and complete the Settlement, pending
14 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

15 Q. Amendment or Modification. This Agreement may be amended or modified only by
16 a written instrument signed by counsel for all Parties or their successors-in-interest.

17 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
18 Agreement among these Parties, and no oral or written representations, warranties or
19 inducements have been made to any Party concerning this Agreement or its Exhibit
20 other than the representations, warranties and covenants contained and memorialized
21 in this Agreement and its Exhibit.

22 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate
24 this Agreement and to take all appropriate Action required or permitted to be taken by
25 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
26 documents required to effectuate the terms of this Agreement. The persons signing
27 this Agreement on behalf of Defendant represents and warrants that he/she is
28 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and

warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

T. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

U. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

V. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

W. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

X. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

Y. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Z. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories

1 upon which any claims or causes of action could be brought against Released Parties,
2 including those facts or legal theories alleged in the operative complaint in this Action.
3 The Parties further acknowledge, understand, and agree that this representation is
4 essential to the Agreement and that this Agreement would not have been entered into
5 were it not for this representation.

6 AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
7 certification for purposes of this settlement only.

8 BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
9 Released Class Claims and Released PAGA Claims have merit and give rise to liability
10 on the part of Defendant. Defendant claims that the Released Class Claims and
11 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
12 is a compromise of disputed claims. Nothing contained in this Agreement and no
13 documents referred to and no action taken to carry out this Agreement may be
14 construed or used as an admission by or against the Defendant or Plaintiff or Class
15 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
16 specifically set forth herein, each Party shall be responsible for and shall bear its/his
17 own attorney's fees and costs.

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: 11-25-2025


Osvaldo Palomares Jr (Nov 25, 2025 15:29:10 PST)

3 OSVALDO PALOMARES JR.

4 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

5
6 DATED: _____

7 INVIVIOSCRIBE, INC.

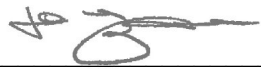
8
9 Printed Name

10
11 Title

12
13 IT IS SO AGREED AS TO FORM BY COUNSEL:

14
15 DATED: November 25, 2025

JCL LAW FIRM, A.P.C.

16 By: 

17 Jean-Claude Lapuyade, Esq.

18 Attorneys for Plaintiff and the Settlement Class
19 Members

20 DATED: November 25, 2025

ZAKAY LAW GROUP, APLC

21
22 By: 

23 Shani O. Zakay, Esq.

24 Attorneys for Plaintiff and the Settlement Class
25 Members

26
27 ///

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

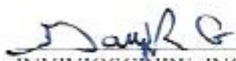
2 DATED: 11-25-2025


Oswaldo Palomares Jr (Nov 25, 2025 15:29:10 PST)

3 OSVALDO PALOMARES JR.

4 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

5
6 DATED: 12/2/25


INVIVOSCRIBE, INC.

8 Gary R. Clouse
9 Printed Name

10 Corporate Secretary
11 Title

12
13 IT IS SO AGREED AS TO FORM BY COUNSEL:

14
15 DATED: November 25, 2025

JCI. LAW FIRM, A.P.C.

16 By: 
17 Jean-Claude Lapuyade, Esq.

18 Attorneys for Plaintiff and the Settlement Class
19 Members

20
21 DATED: November 25, 2025

ZAKAY LAW GROUP, APLC

22 By: 
23 Shani O. Zakay, Esq.

24 Attorneys for Plaintiff and the Settlement Class
25 Members

26
27 ///

1 DATED: November 26, 2025

LAWYERS FOR JUSTICE, PC

2 By: 

3 Arby Aiwarzian, Esq.

4 Joanna Ghosh, Esq.

5 Brian St. John, Esq.

Erica Stepanian, Esq.

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8
9 DATED: November 25, 2025

CONSTANGY, BROOKS, SMITH & PROPHETE,
10 LLP

11 By: /s/ Daniel J. Galvan

12 Guillermo A. Escobedo

13 Amanda S. Gianninoto, Esq.

14 Daniel J. Galvan, Esq.

15 Attorneys for Defendant
16
17
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19
20
21
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23
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27
28

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

**(Osvaldo Palomares Jr. v. Invivoscribe, Inc. San Diego County Superior Court Case No. 37-2024-
00019330-CU-OE-CTL)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Osvaldo Palomares Jr. (“Plaintiff”) and Defendant Invivoscribe, Inc. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt employees who worked for Defendant Invivoscribe, Inc. during the period beginning April 24, 2020 through August 3, 2025 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April 24, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff asserted the following claims against Defendant: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California

Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. On June 27, 2025, for purposes of effectuating the settlement, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On September [REDACTED], 2025, for purposes of effectuating the settlement, Plaintiff filed a First Amended Complaint, adding a single cause of action for violations of the Private Attorneys General Act (“PAGA”) (the “Action”).

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On May 13, 2025, the Parties participated in an all-day mediation with Sonya Goodwin, an experienced mediator of wage and hour class and PAGA actions. The Parties ultimately accepted a Mediator’s settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers for Justice, PC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant agreed to pay an “all in” amount of Six Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$6,490.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$220,000.00) and actually incurred litigation expenses of not more than \$30,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for his services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.

- PAGA Payment. A payment of \$33,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$21,450.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"), and the remaining \$11,550.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member performed work for Defendant during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all current and former non-exempt employees who worked for Defendant Invivoscribe, Inc. in California at any time during the period beginning June 27, 2024, through August 3, 2025 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Ten percent (10%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty-five percent (45%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion"). Forty-five percent (45%) of each Individual Settlement Payment is allocated to pre-judgment interest ("Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged in the Operative Complaint in the Action, which occurred during the Class Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA Notice to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you performed work for Defendant for <<____>> Workweeks during the Class Period (April 24, 2020 through August 3, 2025).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendant's records reflect that you performed work for Defendant for <<____>> pay periods during the PAGA Period (June 27, 2024 through August 3, 2025).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than [REDACTED].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC, 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\[REDACTED\].com](http://www.[REDACTED].com).

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the class portion of the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Osvaldo Palomares Jr. v. Invivoscribe Inc.*, currently pending in Superior Court of San Diego, Case No. 37-2024-00019330-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Osvaldo Palomares Jr. v. Invivoscribe Inc., Superior Court of San Diego, Case No. 37-2024-00019330-CU-OE-CTL*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Email: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Email: shani@zakaylaw.com

Class Counsel:

Edwin Aiwazian, Esq.
Lawyers for Justice, PC
450 N Brand Blvd #900,
Glendale, CA 91203
T: (818) 265-1020
Email: edwin@calljustice.com

Counsel for Defendant:

Guillermo A. Escobedo
Amanda S. Gianninoto, Esq.
Daniel J. Galvan, Esq.
Constangy, Brooks, Smith &
Prophete, LLP
550 West C Street, Suite 1400
San Diego, CA 92101
Direct: (619) 605-5734
M: (619) 929-4699
T: (619) 605-6171
Email: gescobedo@constangy.com
Email: agianninoto@constangy.com
Email: dgalvan@constangy.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** _____, at the San Diego County Superior Court, Department C-66, located at 330 West Broadway, San Diego, CA 92101 before Judge Wendy M. Behan. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Oswaldo Palomares Jr. v. Invivoscribe Inc., Superior Court of San Diego, Case No. 37-2024-00019330-CU-OE-CTL*, Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

ZAKAY LAW GROUP, APLC
 Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
 Jackland K Hom (State Bar #327243)
jackland@zakaylaw.com
 Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
 Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 255-9047

FILED
 San Diego Superior Court
 JAN 09 2026
 Clerk of the Superior Court
 By: B. Orihuela, Deputy

JCL LAW FIRM, APC
 Jean-Claude Lapuyade (State Bar #248676)
jlapyade@jcl-lawfirm.com
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 599-8292

Attorneys for PLAINTIFF

(Additional Counsel Listed on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

OSVALDO PALOMARES JR., individually,
 and on behalf of other members of the general
 public similarly situated;

Plaintiff,

v.

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

Defendants.

Case No. 37-2024-00019330-CU-OE-CTL

**[PROPOSED] ORDER GRANTING
 PLAINTIFF'S MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

Date: January 9, 2026

Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan

Dept.: C-66

LAWYERS *for* JUSTICE, PC

Arby Aiwazian (SBN 269827)

arby@calljustice.com

Joanna Ghosh (SBN 272479)

joanna@calljustice.com

Brian J. St. John (SBN 304112)

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Erica Stepanian (SBN 362054)

erica@calljustice.com

450 North Brand Blvd., Suite 900

Glendale, California 91203

Telephone (818) 265-1020

Facsimile (818) 265-1021

Attorneys for Plaintiff OSVALDO PALOMARES JR.

This matter having come before the Honorable Judge Wendy M. Behan of the Superior Court of the State of California, in and for the County of San Diego, at 10:15a.m. on January 9, 2026, with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, and Shani Zakay, Esq. of the Zakay Law Group, Arby Aiwazian, Esq., Joanna Ghosh, Esq., Brian J. St. John, Esq., and Erica Stepanian, Esq., of Lawyers for Justice, PC (collectively “Class Counsel”) as counsel for Plaintiff and class representative OSVALDO PALOMARES JR. (“Plaintiff”), and Amanda Gianninoto, Esq. and Daniel Galvan, Esq. of Constangy, Brooks, Smith & Prophete, LLP appearing for Defendant INVIVOSCRIBE, INC. (hereinafter “Defendant”). The Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached to the Declaration of Shani O, Zakay, Esq. as **Exhibit “1”**. This is based on the Court’s determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendant shall pay is Six Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further

1 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
2 intensive, serious, and non-collusive arms-length negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
5 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
6 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
7 reasonable when balanced against the probable outcome of further litigation relating to certification,
8 liability, and damages issues.

9 5. Plaintiff seeks Attorneys' Fees in the amount equal to one-third (1/3) of the Gross
10 Settlement Amount, estimated to be Two Hundred and Twenty Thousand Dollars and Zero Cents
11 (\$220,000.00) and a Attorneys' Expenses supported by declaration not to exceed Thirty Thousand
12 Dollars and Zero Cents (\$30,000.00). While these awards appear to be within the range of
13 reasonableness and are conditionally approved, the Court will not grant final approval of either payment
14 until the Final Approval Hearing.

15 6. Plaintiff also seeks a proposed Service Award to Class Representative, Osvaldo
16 Palomares Jr., in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). While
17 this payment appears to be within the range of reasonableness and is conditionally approved, the Court
18 will not grant final approval of this payment until the Final Approval Hearing.

19 7. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
20 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
21 proceeding should this Settlement not become final. For settlement purposes only, the Court
22 conditionally certifies the following Class:

23 "All current and former non-exempt employees who worked for Defendant
24 Invivoscribe, Inc. in California at any time during the period beginning
25 April 24, 2020 through August 3, 2025."

26 8. The Court concludes that, for settlement purposes only, the Class meets the requirements
27 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is

ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as the representative of the Class Members.

9. The Court provisionally appoints Plaintiff Osvaldo Palomares Jr. as the Class Representative for the Class.

10. The Court provisionally appoints Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Arby Aiwazian, Esq., Joanna Ghosh, Esq., Brian J. St. John, Esq., and Erica Stepanian, Esq. of Lawyers for Justice, PC, as Class Counsel.

11. The Court hereby approves, as to form and content, the Proposed “Notice of Pendency of Class and Representative Action Settlement and Final Hearing Date” (“Class Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds that Class Notice appears to fully and accurately inform the Class Members and Aggrieved Employees of all material elements of the proposed Settlement, including right of any Class Member to be excluded from the Class by submitting a written request for exclusion, and of each Class Member’s right and opportunity to object to the Settlement. The Court further finds that the distribution of the notices substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms set forth in the Agreement.

12. The Court hereby appoints Apex Class Action LLC, as the Settlement Administrator. Defendant provided the Class Data to the Settlement Administrator on December 10, 2025. Within twenty-one (21) calendar days after this Court grants preliminary approval of the Settlement, the

1 Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-
2 Class U.S. Mail. The Court grants preliminary approval of payment to the Administrator not to exceed
3 Six Thousand Four Hundred Ninety Dollars and Zero Cents (\$6,490.00) to be paid only after the Court
4 grants final approval.

5 13. The Court hereby preliminarily approves the proposed procedure for exclusion from the
6 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
7 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
8 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
9 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
10 date the Class Notice is mailed to the Class Members. Any such person who chooses to opt out of and
11 be excluded from the Settlement will not be entitled to an Individual Settlement Payment under the
12 Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment
13 thereon. Class Members who have not requested exclusion shall be bound by all determinations of the
14 Court, the Agreement and Judgment. A request for exclusion may only opt out that individual, and any
15 attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be
16 deemed invalid.

17 14. Any Class Member who has not opted out may appear at the final approval hearing and
18 may object or express the Class Member's views regarding the Settlement and may present evidence
19 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
20 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
21 date the Administrator mails the Class Notice to postmark their written objections to the Settlement
22 Administrator.

23 15. A final approval hearing shall be held before this Court on 6/18/26 at
24 [TIME] 10:15 am in Department C-66 of the San Diego County Superior Court to
25 determine all necessary matters concerning the Settlement, including: whether the proposed settlement
26 of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
27 and should be finally approved by the Court; whether an Order Granting Final Approval should be
28

1 entered herein; whether the plan of allocation contained in the Agreement should be approved as fair,
2 adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Service Award,
3 and the Settlement Administration Costs. All papers in support of the motion for final approval and the
4 motion for Class Counsel Award and Service Award shall be filed with the Court and served on all
5 counsel no later than sixteen (16) court days before the hearing.

6 16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
7 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
8 evidence of, or used against Defendant as, an admission or indication in any way, including with respect
9 to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth
10 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
11 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
12 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
13 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
14 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
15 liability, fault, wrongdoing, omission, concession or damage.

16 17. In the event the Settlement does not become effective in accordance with the terms of the
17 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
18 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
19 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
20 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
21 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
22 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

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1 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
2 and all dates provided for in the Agreement without further notice to Class Members and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
4

5
6 Dated: 1/9/20


JUDGE OF THE SUPERIOR COURT

EXHIBIT C

Esbeidy Campos

From: no-reply@formassembly.com
Sent: Friday, December 12, 2025 6:57 PM
To: Esbeidy Campos
Subject: Thank you for your Proposed Settlement Submission

[You don't often get email from no-reply@formassembly.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

12/12/2025 06:56:37 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 12/12/2025 06:56:37 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1108138-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Atorneys_General_Act.htm&data=05%7C02%7Cesbeidy%40zakaylaw.com%7C9328fe3c297c4d0b348208de39f351a0%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C639011914378103664%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWVpbCIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=Mbc9v5WIf8j4M4vWq9Rr6vkFMYDninURBOZjK49j6OY%3D&reserved=0

EXHIBIT D

EXHIBIT E

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA

Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Activities: Academic Achievement Awards: Advanced Prosecution Function.
Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA

Bachelor of Arts: Political Science, English Literature, June 2015

Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA

Attorney, June 2016 – April 2019

///

4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude*, April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

///

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC

Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA

Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA

Juris Doctor, April 2021

University of California San Diego, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

State of North Carolina (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA

Juris Doctor, April 2024

San Diego State University, San Diego, CA

Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA

Summer of 2024

Volunteer

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. Arakilians v. Trophy Universal City Group

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. Cortez Ocegüera v. M & M Automotive

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. Carbajal v. Keys Motors, Inc.

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. Gregory v. Verio Healthcare, Inc

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. Hernandez v. USGI, Inc.

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. De Jesus v. UniCare

Court	San Diego
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Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA

Status	Settled
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16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	In Litigation

20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775

Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861

Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda
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Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
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Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay

Status	Settled
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120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate

Status	In Litigation
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135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5

Status	Settled
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EXHIBIT F

Activities Export

05/18/2026

11:58 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/16/2025	\$ ● Unbilled	Berger - Invoice No. 15142	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	1.00	\$3,015.00	-	\$3,015.00
06/12/2025	\$ ● Unbilled	One Legal - Order No. 25602899	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	1.00	\$21.37	-	\$21.37
06/27/2025	\$ ● Unbilled	PAGA Filing Fee	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	1.00	\$75.00	-	\$75.00
07/01/2025	\$ ● Unbilled	SDSC ROA Fee	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	1.00	\$3.00	-	\$3.00
09/25/2025	\$ ● Unbilled	One Legal - Order No. 26331488	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	1.00	\$45.32	-	\$45.32
10/08/2025	\$ ● Unbilled	SDSC ROA Fee	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	1.00	\$20.00	-	\$20.00
10/09/2025	\$ ● Unbilled	One Legal - Order No. 26418143	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	1.00	\$23.63	-	\$23.63
12/12/2025	\$ ● Non-billable	One Legal - Order No. 26999196	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	1.00	\$86.62	\$86.62	-
12/22/2025	\$ ● Unbilled	One Legal - Order No. 27063861	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	1.00	\$24.73	-	\$24.73
							\$86.62 1.00h	\$3,941.51 0.00h

Activities Export

05/18/2026
11:58 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/02/2026	\$	SDSC ROA Fee ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Admin Zakay	1.00	\$6.20	-	\$6.20
05/01/2026	\$	Legal Research Fee - Eve Legal Invoice No. 20603038390 ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Admin Zakay	1.00	\$175.00	-	\$175.00
05/28/2026	\$	Legal Research Fee - West Law Invoice No. 0853590329 ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Admin Zakay	1.00	\$32.26	-	\$32.26
05/29/2026	\$	Anticipated MFA/MFF Filing Fees ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Admin Zakay	1.00	\$500.00	-	\$500.00
							\$86.62 1.00h	\$3,941.51 0.00h

EXHIBIT G

Activities Export

05/18/2026

11:59 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/26/2025		Review the file, docket, client documents, and discussion with team regarding possible JPA and representation.  Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	4.00h	\$800.00	-	\$3,200.00
04/08/2025		New client onboarding work. Set up file. Discuss work moving forward. Intro calls with client and referral partner and meeting with team to discuss.  Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	2.50h	\$800.00	-	\$2,000.00
04/17/2025		M&C with OC regarding mediation and mediation data. Emails and conversation with the team and staff and co-counsel regarding necessary work in preparation for mediation.  Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	1.00h	\$800.00	-	\$800.00
05/05/2025		Review and annotate case materials; intakes; employee file in preparation for handling matter  Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Eden Zakay	2.50h	\$475.00	-	\$1,187.50
05/06/2025		Mediation prep work.  Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	3.00h	\$800.00	-	\$2,400.00
05/06/2025		Review mediation data and Berger report in aid of drafting mediation brief; generate mediation brief skeleton/organize arguments in preparation for drafting same  Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Eden Zakay	2.50h	\$475.00	-	\$1,187.50
					89.60h		\$0.00 0.00h	\$57,610.00 89.60h

Activities Export

05/18/2026

11:59 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/08/2025	  Unbilled	Draft mediation brief	99601-Palomares Palomares v. Invivoscribe Inc	Eden Zakay	7.50h	\$475.00	-	\$3,562.50
05/08/2025	  Unbilled	Review data and report from expert. Work on mediation brief.	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	3.00h	\$800.00	-	\$2,400.00
05/09/2025	  Unbilled	Revise mediation brief in line with co-attorney's review and comments	99601-Palomares Palomares v. Invivoscribe Inc	Eden Zakay	2.50h	\$475.00	-	\$1,187.50
05/09/2025	  Unbilled	Review and revise mediation brief; confer with EZ re changes to be made.	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	1.30h	\$750.00	-	\$975.00
05/10/2025	  Unbilled	Further correspond with OC re MPA	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	0.30h	\$750.00	-	\$225.00
05/10/2025	  Unbilled	telephone call with OC re class period	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	0.30h	\$750.00	-	\$225.00
05/13/2025	  Unbilled	Prepare for and attend mediation	99601-Palomares Palomares v. Invivoscribe Inc	Eden Zakay	11.50h	\$475.00	-	\$5,462.50
05/13/2025	  Unbilled	Attend mediation.	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	3.50h	\$800.00	-	\$2,800.00
05/14/2025	  Unbilled	Draft summary of mediation to co-	99601-Palomares	Eden Zakay	0.40h	\$475.00	-	\$190.00
					89.60h		\$0.00 0.00h	\$57,610.00 89.60h

Activities Export

05/18/2026

11:59 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		counsel. ● Unbilled	Palomares v. Invivoscribe Inc					
05/14/2025	🕒	Review mediation proposal for bracket from mediator Sonya Goodwin; consult team on contents of proposal. ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Eden Zakay	0.40h	\$475.00	-	\$190.00
05/14/2025	🕒	Review proposal. Discuss with team and co-counsel. ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	0.40h	\$800.00	-	\$320.00
06/17/2025	🕒	Draft class and PAGA MOU ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Eden Zakay	1.80h	\$475.00	-	\$855.00
06/18/2025	🕒	Work on MOU ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	1.00h	\$800.00	-	\$800.00
06/19/2025	🕒	Review and revise law clerk's draft long-form settlement agreement. ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Eden Zakay	4.30h	\$475.00	-	\$2,042.50
06/20/2025	🕒	Review and revise junior attorney's first amended complaint ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Eden Zakay	1.40h	\$475.00	-	\$665.00
09/18/2025	🕒	Draft SAR; confer internally re additional tasks to be completed in furtherance of Settlement ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	1.10h	\$750.00	-	\$825.00
09/19/2025	🕒	Further draft SAR; correspond with	99601-Palomares	Jaclyn	2.20h	\$750.00	-	\$1,650.00
					89.60h		\$0.00 0.00h	\$57,610.00 89.60h

Activities Export

05/18/2026
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		co-counsel and with opposing counsel re same ● Unbilled	Palomares v. Invivoscribe Inc	Joyce				
09/21/2025	🕒	Work on settlement agreement ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jackland Hom	4.50h	\$550.00	-	\$2,475.00
09/21/2025	🕒	Work on settlement agreement ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	2.00h	\$800.00	-	\$1,600.00
09/26/2025	🕒	Review co-counsel's redlines on SAR; revise and correspond with OC. ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	0.40h	\$750.00	-	\$300.00
11/11/2025	🕒	Review DEF's edits to settlement agreement ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jackland Hom	1.20h	\$550.00	-	\$660.00
11/11/2025	🕒	Work on SAR ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	0.50h	\$800.00	-	\$400.00
11/24/2025	🕒	Further edits on settlement agreement ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jackland Hom	0.50h	\$550.00	-	\$275.00
12/04/2025	🕒	Work on MPA ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	3.50h	\$800.00	-	\$2,800.00
12/05/2025	🕒	Begin drafting MPA and corresponding Proposed Order.	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	2.10h	\$750.00	-	\$1,575.00
					89.60h		\$0.00 0.00h	\$57,610.00 89.60h

Activities Export

05/18/2026

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
12/08/2025	🕒	Further draft MPA and corresponding proposed order. Begin drafting other supporting documents. ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	1.90h	\$750.00	-	\$1,425.00
12/09/2025	🕒	Correspond with OC re SAR ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	0.30h	\$750.00	-	\$225.00
12/09/2025	🕒	Review OC's redlines on MPA; correspond with OC re same ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	0.60h	\$750.00	-	\$450.00
12/11/2025	🕒	Review draft declaration from claims administrator and respond re same ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	0.30h	\$750.00	-	\$225.00
12/11/2025	🕒	Finalize MPA to be filed. ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	1.80h	\$750.00	-	\$1,350.00
01/09/2026	🕒	Prepare for and attend MPA hearing ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jackland Hom	1.00h	\$550.00	-	\$550.00
02/11/2026	🕒	Review documents from admin and approve ● Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	1.00h	\$800.00	-	\$800.00
05/11/2026	🕒	Draft MFA, MFF, and corresponding documents	99601-Palomares Palomares v. Invivoscribe	Jaclyn Joyce	2.80h	\$750.00	-	\$2,100.00
					89.60h		\$0.00 0.00h	\$57,610.00 89.60h

Activities Export

05/18/2026
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled	Inc					
05/12/2026		Further draft MFA, MFF, Proposed Order, and Proposed Judgment Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	1.90h	\$750.00	-	\$1,425.00
05/13/2026		Further draft documents in support of MFA Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	1.40h	\$750.00	-	\$1,050.00
05/14/2026		Work on MFA Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Shani Zakay	3.00h	\$800.00	-	\$2,400.00
05/15/2026		Review spreadsheet sent by Claims Admin and correspond re same Unbilled	99601-Palomares Palomares v. Invivoscribe Inc	Jaclyn Joyce	0.50h	\$750.00	-	\$375.00
					89.60h		\$0.00 0.00h	\$57,610.00 89.60h