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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 OSVALDO
PALOMARES JR. IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: June 18, 2026

Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan

Dept.: C-66

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14 Attorneys for Plaintiff OSVALDO PALOMARES JR.

1 I, Osvaldo Palomares Jr declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion for
4 Final Approval of Class Action and PAGA Settlement. I have personal knowledge of all the facts stated
5 herein. I could and would competently testify under oath to these facts in court if requested to do so.

6 2. I retained Class Counsel April 2024 and filed the lawsuit on April 24, 2024. I filed the
7 case on behalf of myself and on behalf of all persons similarly situated against Defendant Invivoscribe,
8 Inc. (hereinafter "Defendant").

9 3. I worked for Defendant as a non-exempt employee, paid on an hourly basis in addition in
10 California between April of 2021 to April of 2022. At all times during my employment, I was paid on
11 an hourly basis in addition to earning non-discretionary bonuses and was entitled to legally compliant
12 meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout
13 my employment, I was subject to Defendant's written policies and procedures.

14 4. Generally, my lawsuit claims that Defendant failed to pay for all hours worked, failed to
15 provide compliant meal and rest periods, and failed to pay all wages due upon separation.

16 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
17 my attorneys. We discussed my work experience and how company policies were applied to me and
18 other employees. I provided the attorneys with documents they requested. We reviewed the documents
19 together and asked and answered many questions regarding my experience working for Defendant, the
20 litigation process, and about class actions generally.

21 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
22 and as a proposed Class Representative. I understood that pursuing this action as a class action rather
23 than merely seeking my individual claims substantially increased the risk to me. Those risks included
24 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if
25 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
26 the attorneys and the Court because I needed to prove that I was an adequate class representative.
27 Further, I understood that I would lose some autonomy over my individual claims that I could not make
28

1 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
2 of the Settlement Class in mind.

3 7. I also understood that pursuing this litigation created a very public record of my grievances
4 with Defendant which produced the risk that a future employer could hold it against me that I sued a
5 former employer.

6 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
7 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
8 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
9 claims may be greater than my ultimate recovery from the net class settlement amount.

10 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
11 I believed violations occurred and most employees would not know what their rights are and even if
12 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

13 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
14 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
15 because I wanted to keep up with developments in the case which I understood was one of my duties as
16 a class representative.

17 11. **Review and Approval of Settlement:** Mediation was held on May 13, 2025. Even though
18 I could not attend, I was available by telephone to speak with my attorneys and did speak with them
19 regarding the mediation before it took place. I also spoke with my attorneys after the mediation and
20 discussed the mediator's proposal which was ultimately accepted. I was very satisfied with the terms of
21 the settlement that was agreed to by the parties. I reviewed and signed the Memorandum of
22 Understanding on July 16, 2025, and when the settlement papers were ready, I again spoke with my
23 attorneys and reviewed the settlement agreement which I signed on November 25, 2025.

24 12. **Broad General Release:** I understand that the Class Representative Service Award is
25 intended, in part, to compensate me for my release of the Released Class Claims. Additionally, unlike
26 the other Class Members, I also granted Defendant and the Released Parties a broad general release and
27 waiver of claims pursuant to California Civil Code section 1542 and released Defendant and all
28 additional Released Parties from all claims, demands, rights, liabilities and causes of action of every

1 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
2 whether in tort, contract, or for violations of any federal, state or other governmental statute, law,
3 regulation or ordinance.

4 13. **Participation:** Since I retained Class Counsel over two years ago, I have been actively
5 involved with this class action lawsuit performing the duties described above. While I did not keep
6 formal time records, I was in regular contact with my attorneys, attended hearings, reviewed important
7 court filings, and spent considerable time on the issues presented during the litigation and in the
8 settlement process. I estimate that I spent approximately 15-25 hours working on this case.

9 14. Also, my attorneys explained to me that the settlement process involved a two-step review
10 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
11 and paid. I knew this process also involved notifying all class members of the settlement terms and of
12 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
13 settlement.

14 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
15 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
16 that the requested Service Award in the amount of \$10,000.00 from the settlement is fair compensation
17 for the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices made not
18 pursuing this case individually, and (4) the risks I undertook.

19 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
20 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's
21 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
22 for \$10,000.00 as a service award is fair and reasonable.

23 17. Further, I have reviewed the terms of the Settlement, including the monetary terms. I
24 support my attorneys' application for a payment of a Class Counsel Award in the amount of
25 \$236,635.83, comprised of \$220,000.00 for attorneys' fees (one-third of the Gross Settlement Amount)
26 and \$16,635.83 for reimbursement of actually incurred litigation expenses.
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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on 05/22/2026 (Date), at San Diego (City), California.

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4 By:  Osvaldo Palomares Jr (May 22, 2026 15:27:05 PDT)
5 OSVALDO PALOMARES JR.
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