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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

**[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

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Attorneys for Plaintiff OSVALDO PALOMARES JR.

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

11 **IT IS HEREBY ORDERED:**

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

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

20 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
21 Defendant shall pay is Six Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00). It appears
22 to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
23 reasonable as to all Class Members when balanced against the probable outcome of further litigation
24 relating to certification, liability, and damages issues. It further appears that investigation and research
25 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
26 positions. It further appears to the Court that settlement at this time will avoid substantial additional
27 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
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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 _____ at
24 [TIME] _____ 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
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entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Service Award, and the Settlement Administration Costs. All papers in support of the motion for final approval and the motion for Class Counsel Award and Service Award shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

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

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

7 JUDGE OF THE SUPERIOR COURT
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