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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] JUDGMENT

Date: June 18, 2026
Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan
Department: C-66

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1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") duly came on for hearing on June 18,
3 2026, before the above-entitled Court. The parties having settled this action and the Court having
4 entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and
5 good cause appearing therefore:

6 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

7 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
8 The Class is defined as: "All current and former non-exempt employees who worked for Defendant
9 Invivoscribe, Inc. in California at any time during the Class Period." The Class Period refers to the
10 time worked in California between April 24, 2020 through August 3, 2025.

11 2. All persons who meet the foregoing definition are members of the Settlement Class,
12 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
13 were zero (0) requests for exclusion.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
24 Member who has not validly opted out has released the Released Class Claims for the Class Period
25 against the Released Parties as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims are defined as all class claims alleged, or reasonably could have been
28 alleged based on the facts alleged in the Operative Complaint in the above-titled Action, which

1 occurred during the Class Period, and expressly excluding claims for vested benefits, wrongful
2 termination, unemployment insurance, disability, social security, workers' compensation, and class
3 claims outside of the Class Period. The Released Parties are Defendant and its former and present
4 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

5 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
6 Labor and Workforce Development Agency ("LWDA"), and the State of California, have released
7 the Released Parties from the Released PAGA Claims for the PAGA Period as set forth in the
8 Agreement.

9 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
10 The Aggrieved Employees are defined as all current and former non-exempt employees who
11 performed work for Defendant Invivoscribe, Inc. in California at any time during the PAGA Period.
12 The PAGA Period means the time worked in California between June 27, 2024 through August 3,
13 2025. The Released PAGA Claims are defined as all PAGA claims alleged in the Operative
14 Complaint in the above-titled Action and Plaintiff's PAGA Notice to the LWDA, which occurred
15 during the PAGA Period, and expressly excluding all other claims, including claims for vested
16 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
17 compensation, and PAGA claims outside of the PAGA Period.

18 9. This Court hereby grants final approval and awards the following: (i) Two Hundred
19 Thirty-Six Thousand Six Hundred Thirty-Five Dollars and Eighty Three Cents (\$236,635.83) to
20 Class Counsel comprised of attorneys' fees in the amount of one-third of the Gross Settlement
21 Amount, or Two Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00) and attorneys'
22 expenses in the amount of Sixteen Thousand Six Hundred Thirty-Five Dollars and Eighty Three
23 Cents (\$16,635.83); (ii) the Service Award to Class Representative Osvaldo Palomares Jr. in the
24 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) Settlement Administration
25 Costs of Six Thousand Four Hundred Ninety Dollars and Zero Cents (\$6,490.00) to Apex Class
26 Action, LLC ("Settlement Administration Costs"); and (iv) Twenty-One Thousand Four Hundred
27 Fifty Dollars and Zero Cents (\$21,450.00) (65% of the PAGA Payment) to the Labor and
28 Workforce Development Agency ("LWDA Payment"); and Eleven Thousand Five Hundred Fifty

1 Dollars and Zero Cents (\$11,550.00) (35% of the PAGA Payment) allocated to the Aggrieved
2 Employees.

3 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
4 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
5 section 2699(s)(3).

6
7 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
8 **ORDERED.**

9 DATED: _____
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12 _____
13 Hon. Wendy M. Behan
14 Judge, Superior Court for the State of California,
15 County of San Diego
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