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individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

GLEN FERRELL, individually, and on behalf
of other similarly situated employees,

Plaintiff,

v.

BIONANO GENOMICS, INC.; and DOES 1
through 25, inclusive,

Defendant.

Case No. 25CU003686C

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT AND
PROVISIONAL CLASS CERTIFICATION**

Complaint Filed: January 22, 2025
Amended Complaint Filed: June 25, 2026
Trial Date: Not Set Yet

On August 28, 2026, this Court heard the Motion for Preliminary Approval of class and representative action settlement and provisional certification under California Rule of Court 3.769 (the “Motion”), filed by Plaintiff Glen Ferrell (the “Plaintiff”). This Court reviewed the Motion, including the Class and Representative Action Settlement Agreement and Release (the “Agreement,” “Settlement,” or “Settlement Agreement”). Based on this review, the hearing, and the findings below, the Court finds good cause to GRANT the Motion.

1 **FINDINGS:**

2 **1.** Unless otherwise specified, capitalized terms in this Order Granting Preliminary
3 Approval of Class and Representative Action Settlement and Provisional Class Certification (the
4 “Preliminary Approval Order”) have the same meaning as defined in the Agreement.

5 **2.** The Court determines there is sufficient evidence to suggest that the Agreement
6 (including the Enhancement Payment, Class Counsel Award, Settlement Administration Costs,
7 PAGA Penalty Amount, and Individual Class Payments) falls within the range of possible approval
8 that could ultimately be given final approval by this Court as fair, reasonable, and adequate, and
9 that the final determination of these issues will be made at the Final Approval Hearing (referred to
10 in the Agreement as the “Fairness Hearing”). More specifically, the Court finds on a preliminary
11 basis that:

12 **(a)** The Settlement provides for a Gross Settlement Amount of two hundred
13 ninety-five thousand dollars and no cents (\$295,000) that Defendant will pay into the settlement
14 fund pursuant to the terms and timing specified in the Agreement. The Settlement further provides
15 that the Net Settlement Fund shall be calculated by subtracting the following amounts from the
16 total of the Gross Settlement Amount: (1) the Class Counsel Award (estimated at \$103,250 in
17 attorneys’ fees and \$20,000 in attorney costs); (2) all Settlement Administration Costs (estimated
18 at approximately \$6,000); (3) the Enhancement Payment (estimated at \$10,000); and (4) the PAGA
19 Penalty Amount (i.e., \$25,000), including the payment to the California Labor Workforce and
20 Development Agency (“LWDA”) and the PAGA Group Amount distributed to the PAGA Group
21 Members. The Net Settlement Fund, to be disbursed to Settlement Class Members who have not
22 excluded themselves from the Settlement, is presently anticipated to be approximately \$130,750).
23 If the Settlement is approved, the full amount of the Net Settlement Fund will be paid out to
24 Settlement Class Members who do not exclude themselves from the Settlement in accordance with
25 the terms of the Agreement.

26 **(b)** The Agreement is fair, adequate and reasonable as to all Class Members
27 when balanced against the probable outcome of further litigation relating to liability and damages
28 issues.

1 (c) Settlement at this time will avoid substantial additional costs by all parties,
2 as well as avoid the delay and risks that would be presented by the further prosecution of this class
3 action.

4 (d) The Settlement does not improperly grant preferential treatment to the class
5 representative or segments of the class, supporting a presumption of fairness.

6 (e) Adequate inquiry, investigation, and discovery have been conducted so that
7 counsels for the Parties are able to reasonably evaluate their respective positions, supporting a
8 presumption of fairness.

9 (f) The Agreement has been reached as a result of intensive, serious and non-
10 collusive, arms-length negotiations, supporting a presumption of fairness.

11 **3.** The Court finds that distribution of the Notice of the proposed Settlement terms,
12 substantially in the form attached hereto as “**Exhibit 1**,” via First-Class U.S. Mail to Class Members
13 (a) constitutes the best notice practicable under the circumstances, (b) constitutes valid, due, and
14 sufficient notice to all members of the Class, and (c) complies fully with the requirements of
15 California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the
16 California and United States Constitutions, and other applicable law.

17 **4.** For settlement purposes only, the Court conditionally finds the Class is so numerous
18 that joinder of all Class Members is impracticable, Plaintiff’s claims are typical of the Class’s
19 claims, there are questions of law and fact common to the Class, which predominate over any
20 questions affecting only individual Class Members, the Plaintiff is an adequate representative of
21 the Class, and class certification is superior to other available methods for the fair and efficient
22 resolution of the controversy. These certification findings are conditional, and as stated in the
23 Agreement, Defendant reserves all rights to object to or contest certification if the Settlement is not
24 approved.

25 **5.** Pursuant to Labor Code section 2699, subdivision (1)(2), the Court notes that
26 Plaintiff provided a copy of the Agreement to the LWDA at the same time that Plaintiff provided
27 it to the Court, and the Court has reviewed the Settlement’s provisions relating to the settlement of
28 claims under the California Private Attorneys General Act of 2004 (“PAGA”). The Court

1 tentatively finds that the payment of twenty-five thousand dollars and no cents (\$25,000) for
2 settlement of any and all claims for which civil penalties under PAGA may be sought or are
3 otherwise available (the “PAGA Penalty Amount”) is fair and adequate. Further, the Court
4 tentatively finds that the PAGA Penalty Amount satisfies the requirements of California Labor
5 Code section 2699, subdivision (i) because \$16,250 (65%) of the PAGA Penalty Amount is
6 allocated to the LWDA for the enforcement of labor laws and education of employers and \$8,750
7 (35%) is allocated for distribution to the PAGA Group.

8 **IT IS ORDERED THAT:**

9 **1. Settlement Preliminary Approval.** The Settlement Agreement and the Notice of
10 the proposed Settlement terms are preliminarily approved. The Court further preliminarily
11 approves the formulas provided in the Settlement for calculating Individual Class Payments to
12 Settlement Class Members using a workweek-based calculation methodology.

13 **2. Provisional Certification.** The Class is provisionally certified for settlement
14 purposes only as a class of: “All current and former non-exempt employees who worked for
15 Defendant in California at any time between January 22, 2021 and the date the Court grants
16 preliminary approval of the Settlement, who have not executed separation and general release
17 agreements.” Excluded from the Settlement Class are putative Class Members who submit a timely
18 and valid Request for Exclusion (as defined by the Agreement). This certification is provisional,
19 and as stated in the Agreement, Defendant reserves all rights to object to or contest certification if
20 the Settlement is not approved.

21 **3. Appointment of Class Representative and Class Counsel.** Plaintiff Glen Ferrell
22 is conditionally appointed as the class representative to implement the Parties’ Settlement in
23 accordance with the Agreement. Jonathan Genish, Barbara DuVan-Clarke, Danielle GruppChang,
24 Melissa Rodriguez, and Annabel Blanchard of Blackstone Law, APC are conditionally appointed
25 as Class Counsel. Class Counsel is conditionally authorized to act on behalf of the Class with
26 respect to all acts or consents required by, or which may be given, pursuant to the Settlement, and
27 such other acts necessary to finalize the Settlement Agreement and its terms. Any Class Member
28 may enter an appearance through his or her own counsel at such Class Member’s own expense.

1 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
2 represented by Class Counsel for settlement purposes only. Plaintiff and Class Counsel must fairly
3 and adequately protect the Class's interests.

4 **4. Appointment of Settlement Administrator.** Apex Class Actions, LLC is hereby
5 appointed as the Settlement Administrator for this case.

6 **5. Provision of the Notice.** Within ten (10) business days of this Preliminary Approval
7 Order, Defendant shall provide the Class List to the Settlement Administrator. Within thirty (30)
8 calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will send
9 the approved Notice of the proposed Settlement terms by First-Class U.S. Mail to all Class
10 Members for whom Defendant has provided a U.S. Postal address (which shall be substantially
11 similar to the form attached hereto as **Exhibit 1**) in the manner specified under Section 4 of the
12 Agreement.

13 **6. Response Deadline.** The Response Deadline shall be sixty (60) calendar days from
14 the initial mailing of the Notice of the proposed Settlement terms to Class Members pursuant to
15 Sections 1.32 and 4 of the Agreement. In the event of a re-mailed Notice, the Response Deadline
16 will be extended for an additional fifteen (15) calendar days for that individual Class Member.

17 **7. Procedure for Seeking Exclusion from Settlement.** The Court hereby
18 preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking
19 exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class
20 Settlement by submitting a Request for Exclusion in conformity with the requirements set forth in
21 the Agreement and the Class Notice, to the Settlement Administrator, postmarked on or before the
22 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
23 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will
24 not be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
25 Nevertheless, all PAGA Group Members will be bound by the Settlement Agreement, including
26 the release of the Released PAGA Claims, and issued their Individual PAGA Payment, irrespective
27 of whether they submit a Request for Exclusion. Class Members who do not submit a timely and
28 valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement

1 Agreement, including the release of the Released Class Claims, and any final judgment based
2 thereon.

3 **8. Failure to Object to Settlement.** Class Members who fail to timely object to the
4 Agreement in the manner specified in the Agreement will: (1) be deemed to have waived their right
5 to object to the Agreement, and (2) be foreclosed from objecting (whether by appeal or otherwise)
6 to the Agreement.

7 **9. Workweek Dispute.** If a Class Member wishes to dispute the number of
8 Workweeks with which he or she has been credited, the Class Member must submit to the
9 Settlement Administrator, by U.S. Mail or other delivery service, a Workweek Dispute on or before
10 the Response Deadline. The Workweek Dispute must: (a) state the case name and number (“*Glen*
11 *Ferrell v. Bionano Genomics, Inc.*, Case No. 25CU003686C”), (b) set forth the Class Member’s
12 name, address, and telephone number, (c) be signed by the Class Member, (d) include any
13 documentary evidence showing that the Workweek information is inaccurate, and (e) be submitted
14 with proof of the submission date (such as a U.S. Postal Service postmark or another delivery
15 service date stamp) to the Settlement Administrator on or before the Response Deadline. The
16 submission date is deemed to be, in the case of submission by U.S. Mail or other delivery service,
17 the date the Workweek Dispute is sent, as evidenced by the postmark or other delivery service date
18 stamp.

19 **10. Termination.** If the Agreement terminates, the following will occur: (a) the
20 Preliminary Approval Order, and/or Final Approval Order and Judgment, and all of its or their
21 provisions will be vacated by its or their own terms, including, but not limited to, vacating
22 conditional certification of the Class, (b) Plaintiff will stop functioning as the class representative
23 and Class Counsel will stop serving as class counsel for the proposed class, (c) the Action will
24 revert to its previous status in all respects as it existed immediately before the Parties executed the
25 Memorandum of Understanding of Class and PAGA Settlement, (d) no term or draft of the
26 Memorandum of Understanding of Class and PAGA Settlement or the Agreement, or any part of
27 the Parties’ settlement discussions, negotiations or documentation will have any effect or be
28 admissible into evidence for any purpose in the Action or any other proceeding, and (e) Plaintiff

1 will withdraw the First Amended Complaint. No term or draft of the Memorandum of
2 Understanding of Class and PAGA Settlement or the Agreement, or any part of the Parties'
3 settlement discussions, negotiations or documentation will have any effect or be admissible into
4 evidence for any purpose in the Action or any other proceeding. This Preliminary Approval Order
5 will not waive or otherwise impact in any way the Parties' rights or arguments.

6 **11. No Admissions.** Nothing in this Preliminary Approval Order is, or may be construed
7 as, an admission or concession on any point of fact or law by or against any Party.

8 **12. Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines
9 in the Action are stayed and suspended until further notice from the Court, except for such actions
10 as are necessary to implement the Agreement and this Preliminary Approval Order.

11 **13. Fairness Hearing.** On _____ at _____, this Court will hold a
12 Fairness Hearing to determine whether the Agreement should be finally approved as fair,
13 reasonable, and adequate. Plaintiff's motion for final approval of the Settlement and all papers
14 supporting the Class Counsel Award and Enhancement Payment must be filed by _____.
15 Any additional papers supporting final approval, including the Settlement Administrator
16 declaration and any response to Objections to the Agreement, must be filed no later than
17 _____.

18 **14.** The Court reserves the right to adjourn or continue the date of the Fairness Hearing
19 and all dates provided for in the Agreement without further notice to the Class and retains
20 jurisdiction to consider further applications concerning the Settlement.

21
22 DATED: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Glen Ferrell ("Plaintiff"),

v.

Bionano Genomics, Inc. ("Defendant")

Case No. 25CU003686C

NOTICE OF CLASS AND REPRESENTATIVE ACTION AND PROPOSED SETTLEMENT

TO: All current and former non-exempt employees who worked for Defendant in California at any time between January 22, 2021 and [date], who have not executed separation and general release agreements.

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A settlement ("Settlement") has been proposed in a class and representative action lawsuit pending in San Diego County Superior Court ("Court") titled *Glen Ferrell v. Bionano Genomics, Inc.*, Case No. 25CU003686C (the "Action"). If the Court gives final approval of the Settlement, Bionano Genomics, Inc. will provide each Settlement Class Member a payment as set forth in this notice. Here is a summary of your rights and options; they are described in more detail later in this document. If you have any questions, please contact Apex Class Actions, LLC.

Your Estimated Settlement Amount is \$[] based on the [] Workweeks you worked during the Class Period, as shown in Defendant's records.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
GET A PAYMENT	If you do nothing, you will automatically receive a payment if the Settlement is finally approved by the Court.	
SUBMIT A WORKWEEK DISPUTE	If you believe that the number of Workweeks with which you have been credited is incorrect, you must submit a Workweek Dispute to the Settlement Administrator. Detailed instructions for this option are set forth in Section 10 below.	Deadline: []
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit a valid Request for Exclusion to the Settlement Administrator. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own claims or lawsuit against Defendant regarding the allegations in the Action. Detailed instructions for this option are set forth in Section 17 below.	Deadline: []
OBJECT	If you wish to object to the Settlement, you must submit a valid Objection to the Settlement Administrator. Submitting an Objection does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 18 below.	Deadline: []
APPEAR AT THE "FAIRNESS HEARING"	The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs by counsel representing the Class in the Action, and the Plaintiff's request for a service award for bringing the Action. You may, but are not required to, speak at the Fairness Hearing about any Objection to the Settlement that you submitted. If you intend to speak at the Fairness Hearing, we ask that you also provide to the Settlement Administrator a notice indicating your intent to do so. Instructions for this option are set forth in Section 18 below.	Hearing Date: [Date] at [time]

The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

WHAT THIS NOTICE CONTAINS

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1. Why did I get this notice?	
2. What is this lawsuit about?	
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RELEASE OF ALL CLAIMS	X
16. What am I giving up to obtain relief under the Settlement?	
HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT.....	X
17. How do I exclude myself from the Settlement?	
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BACKGROUND INFORMATION

1. Why did I get this notice?

You received this notice because a Settlement has been reached in this Action. According to Defendant's available records you are a member of the Class and may be eligible for the relief detailed below.

This notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines the capitalized terms used in this notice), see Section 23 below.

2. What is this lawsuit about?

Plaintiff Glen Ferrell ("Plaintiff Ferrell" or "Plaintiff") filed a lawsuit against Bionano Genomics, Inc. ("Defendant") on behalf of himself and all others similarly situated. In the lawsuit, Plaintiff Ferrell alleges that Defendant, among other things, did not provide non-exempt employees with the following: rest periods, meal periods, minimum wage pay, all wages due and owing, overtime pay, accurate wage statements, and reimbursement of business expenses. Plaintiff also alleges violation of certain rules or laws, including: the California Labor Code, California Business and Professions Code section 17200, *et seq.*, and California Business and Professions Code section 16600. Plaintiff Ferrell also alleges claims under the California Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA").

No court or other entity has made any judgment or determination that any of Plaintiff's allegations are true or accurate. Defendant vigorously denies each and every one of Plaintiff Ferrell's allegations and denies any

liability whatsoever. Defendant further denies that this Action is appropriate for certification as a class action or treatment as a representative action under PAGA, other than for Settlement purposes only.

The issuance of this notice is not an expression of the Court's opinion on the merits or the lack of merits of the Plaintiff's claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 23 below.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Plaintiff" (in this Action, there is one Plaintiff, Glen Ferrell) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members.

4. Why is there a Settlement?

Plaintiff has made allegations against Defendant. Defendant denies all of his allegations and denies that it has done anything wrong and admits no liability. **The Court has not decided that the Plaintiff or the Defendant should win this Action. Instead, both sides agreed to a Settlement to avoid the burden and cost of litigation.** That way, they avoid the cost of a trial, and, if any allegations were proven (which may or may not occur), the Class Members would receive payment now rather than years from now.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: "All current and former non-exempt employees who worked for Defendant in California at any time between January 22, 2021 and [date], who have not executed separation and general release agreements." "Workweek" means a week worked by a Class Member during the Class Period. "Class Period" refers to the period of time from January 22, 2021 through [date].

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write to the Settlement Administrator for free help. The address of the Settlement Administrator is: [Admin contact info].

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

Defendant has agreed to fund a Settlement with a maximum value of \$295,000 (the "Gross Settlement Amount"). The Gross Settlement Amount will be used: to pay the claims of Settlement Class Members; to pay the cost of providing notice to the Class and administering the Settlement (i.e., \$[]); to pay any awards of the Court for attorneys' fees (i.e., \$103,250) and costs (i.e., \$20,000) to Plaintiff's counsel; to pay any enhancement payment the Court awards to Plaintiff (i.e., \$10,000); and to pay the amount allocated under the California Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") (i.e., \$25,000, the "PAGA Penalty Amount"), which includes the 65% payment to the California Labor Workforce and Development Agency ("LWDA") (i.e., \$16,250) and the 35% PAGA Group Amount distributed to the PAGA Group Members (i.e., \$8,750).

Your Estimated Settlement Amount is \$[] based on the [] Workweeks you worked during the Class Period, as shown in Defendant's records. Your estimated amount was calculated using Defendant's records. Individual Class Payments will be calculated and apportioned as follows:

(a) The "Net Settlement Fund" shall be calculated by subtracting, from the total of \$295,000, the payments to Class Counsel, the Plaintiff, the Settlement Administrator, and the PAGA Penalty Amount.

(b) For each Class Member, the Settlement Administrator shall determine the number of Workweeks worked by them during the Class Period based on Defendant's records. The sum of the Workweeks for all Settlement Class Members shall be the "Total Workweeks."

(c) The Net Settlement Fund shall be divided by the number of Total Workweeks; the resulting figure is the "Workweek Value."

(d) For each Settlement Class Member (i.e., Class Members who do not request to be excluded from the Settlement), the Settlement Administrator will multiply the number of Workweeks he or she worked during the Class Period by the Workweek Value. The resulting figure shall be the "Individual Class Payment" for each such Settlement Class Member.

(e) For each PAGA Group Member, the Settlement Administrator shall determine the number of Pay Periods worked by them during the PAGA Period based on Defendant's Records. The sum of the Pay Periods for all PAGA Group Members shall be the "Total Pay Periods."

(f) The PAGA Group Amount shall be divided by the number of Total Pay Periods; the resulting figure is the “Pay Period Value.”

(g) For each PAGA Group Member, the Settlement Administrator will multiply the number of Pay Periods he or she worked during the PAGA Period by the Pay Period Value. The resulting figure shall be the “Individual PAGA Payment” for each PAGA Group Member.

PAYMENT TO THE CLASS

8. How can I get a payment?

If you wish to remain a Settlement Class Member and obtain any share of the Settlement that you may be entitled to receive, then you do not have to do anything and you will automatically receive a Settlement payment check in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Amount you will receive will be a full and final settlement of your Released Claims described below.

9. When will I get a payment?

As described in Sections 20 and 21, the Court will hold a hearing on [date] at [time], to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

10. What if I disagree with Defendant’s calculation regarding my estimated Settlement Amount?

If you believe that the number of Workweeks or Pay Periods with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by no later than [redacted] showing that such information is inaccurate. The Settlement Administrator shall decide the dispute. Defendant’s records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. You can submit a Workweek Dispute by mail to the Settlement Administrator at: [Admin contact info].

11. If I receive a Settlement payment, will I have to pay taxes on it?

Your Settlement payment will be reported on IRS Forms 1099 and W-2. You should consult a tax professional for more information about your own specific situation.

12. No retaliation or discrimination.

Defendant respects your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

THE LAWYERS IN THIS CASE AND THE PLAINTIFF

13. Do I have a lawyer in this case?

The Court has ordered that the law firm of Blackstone Law, APC (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the Settlement, you may contact the Class Counsel by writing them at 8383 Wilshire Blvd # 745, Beverly Hills, CA 90211, or calling them at (310) 622-4278. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Defendant has agreed to pay Class Counsel’s attorneys’ fees up to \$103,250 and costs and expenses up to \$20,000 for their services in litigating the Action, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs yourself.

15. Will the Plaintiff receive any compensation for their efforts in bringing this Action?

The Plaintiff will request an enhancement payment (also known as an “incentive” award) of up to \$10,000 for his service as class representative and his effort in bringing the Action. The Court will make the final decision as to the amount to be paid to the Plaintiff.

RELEASE OF ALL CLAIMS

16. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing the Released Class Claims (defined below) against Defendant. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Defendant regarding the allegations in the Action. The Settlement Agreement, which is available by contacting the Settlement Administrator as described in Section 23 below, contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

17. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Class Settlement. If you want to be excluded, you must send a letter or postcard (also known as a “Request for Exclusion”) via U.S. Mail or other delivery service that states: **(a)** the case name and number of the Action “*Glen Ferrell v. Bionano Genomics, Inc.*, Case No. 25CU003686C”; **(b)** your full name, address, and telephone number; and **(c)** a statement that you do not wish to participate in the Settlement. You must sign and date the letter or postcard for it to be valid. The letter or postcard must be sent (i.e., postmarked or delivery date stamped) no later than [redacted] and sent to the Settlement Administrator at: [Admin contact info].

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by any judgment entered in the Action as to the Released Class Claims, you will not be precluded from prosecuting any timely, individual claim against Defendant based on claims alleged in the Action, and you will not receive an Individual Settlement Amount.

Even if you request exclusion from the Class, however, you will still be bound by the Settlement Agreement’s release of Released PAGA Claims upon final approval of the Settlement Agreement and judgment. Requests for Exclusion do not apply to PAGA Claims. All PAGA Group Members will be sent a check for their pro rata share of the PAGA Group Amount, which is civil penalties enforced on behalf of the State of California.

HOW TO OBJECT TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

At the date, time, and location stated in Section 21 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel’s request for an award of attorneys’ fees and costs, and enhancement payment to the Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit via U.S. Mail or other delivery service a valid, written Objection to the Settlement Administrator at the address set forth below no later than (i.e., postmarked or delivery date stamped by) [redacted].

SETTLEMENT ADMINISTRATOR

[Admin contact info]

To be valid, any written objections must: (a) state the name and case number of the Action “*Glen Ferrell v. Bionano Genomics, Inc.*, Case No. 25CU003686C”; (b) state your full name, current mailing address, most current telephone number, and last four digits of your Social Security number; (c) state your objection to the Settlement and the legal and/or factual basis or arguments supporting the objection; (d) be submitted to the Settlement Administrator via U.S. Mail or other delivery service with proof of submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) no later than [redacted]. You must sign and date the objection for it to be valid. You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel, you will be responsible for your attorney’s fees and costs.

If you wish to appear at the Fairness Hearing to object to the Settlement, either in person or through personal counsel hired at your expense, we ask that you include in your Objection the statement, “Notice of Intention to Appear at Fairness Hearing,” or that you otherwise provide to the Settlement Administrator a notice indicating your intent to appear at the Fairness Hearing. Doing so, however, does not obligate you to appear. Notwithstanding the requirement in the preceding sentence, the Court retains discretion to permit any Class Member to appear and speak at the Fairness Hearing.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

19. What is the difference between excluding myself and objecting to the Settlement?

Objecting is telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you cannot object because the Settlement no longer affects you.

FAIRNESS HEARING

20. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Fairness Hearing. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for an enhancement payment to the Plaintiff.

21. When and where is the Fairness Hearing?

On [date] at [time], a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any Objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Mark T. Cumba in Department SD-65 of the California Superior Court, for the County of San Diego, located at Fourth Floor, 330 W. Broadway, San Diego, California 92101. The hearing may be postponed to a different date or time or location without notice.

22. May I speak at the hearing?

At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to.

ADDITIONAL INFORMATION

23. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, and the operative Amended Complaint filed in the Action, you may visit the Clerk's office at 330 W. Broadway San Diego, California 92101, to obtain the file for inspection and copying at your own expense. Some documents are also available online for a fee at: <https://www.sdcourts.ca.gov/>.

You may also contact Class Counsel by writing them at 8383 Wilshire Blvd # 745, Beverly Hills, CA 90211, or calling them at (310) 622-4278.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred.

24. What if my address or other information has changed?

It is your responsibility to inform the Settlement Administrator of your updated information. You may make corrections to your address by contacting the Settlement Administrator at: [Admin contact info].

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.