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Attorneys for Plaintiff GLEN FERRELL,
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
FOR THE COUNTY OF SAN DIEGO**

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

Plaintiffs,

vs.

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

Defendants.

Case No. 25CU003686C

Honorable Mark T. Cumba
Department C-65

**DECLARATION OF ANNABEL BLANCHARD
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 28, 2026
Time: 8:30 a.m.
Dept.: C-65

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

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I, Annabel Blanchard, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff Glen Ferrell (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
9 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
10 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
11 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
12 California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve
13 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
14 California Employment Lawyers' Association ("CELA") and other organizations.

15 5. Danielle L. GruppChang is a senior associate attorney. She graduated from California
16 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
17 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
18 California Law San Francisco (formerly known as University of California Hastings College of the
19 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
20 practiced exclusively plaintiff's side labor and employment class and representative action law from
21 2017 through the present.

22 6. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
23 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
24 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
25 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
26 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
27 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.

28 7. I joined Blackstone Law, APC in January 2024, after having worked for two years at

1 another highly reputable employment law firm. Prior to working in employment law, I worked for
2 over 14 years as a trusts and estates attorney, focused on special needs planning. During that time, I
3 also worked as Court Appointed Counsel for the Los Angeles Superior Court, representing proposed
4 conservatees. I graduated from University of California at Berkeley with a Bachelor of Arts degree in
5 2001, and from Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted
6 to the State Bar of California in December of 2008. I have worked on many wage and hour class action
7 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
8 pleadings, drafting, negotiating, and finalizing settlement agreements, engaging in motion practice,
9 and claims evaluation and analysis.

10 8. Melissa Rodriguez is an Associate Attorney at Blackstone Law, APC. She received her
11 Bachelor's degree in Criminology and Justice Studies from California State University, Northridge in
12 2019 and her Juris Doctorate from UC College of the Law, San Francisco in 2023. She was admitted
13 to the California State bar on December 4, 2024.

14 9. Blackstone Law, APC has been counsel of record on several class action and PAGA
15 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

16 **Procedural History of the Action**

17 10. On January 22, 2025, Plaintiff filed a Class Action Complaint in the action entitled
18 *Glen Ferrell v. Bionano Genomics, Inc.*, San Diego County Superior Court Case No. 25CU003686C
19 ("Action"), thereby commencing a putative class action against Defendant Bionano Genomics, Inc.
20 ("Defendant").

21 11. On April 22, 2025, Plaintiff propounded written formal discovery onto Defendant
22 (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set
23 One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for
24 Production of Documents (Set One)). On April 23, 2025, Plaintiff noticed the deposition of
25 Defendant's Person Most Knowledgeable.

26 12. On September 30, 2025, Plaintiff provided written notice to the California Labor and
27 Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified
28 Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California

1 Labor Code alleged to have been violated by Defendant (“PAGA Letter”). A true and correct copy of
2 the PAGA Letter is attached hereto as **Exhibit 2**.

3 13. On September 10, 2025, Plaintiff and Defendant (together, the “Parties”) participated
4 in a formal mediation conducted by Allison Eckstrom (“Mediator”), a neutral and respected mediator
5 with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s
6 evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and
7 representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a
8 long form settlement agreement.

9 14. On April 22, 2026, the Parties executed the Class and Representative Action Settlement
10 Agreement and Release (“Settlement” or “Settlement Agreement”). A true and correct copy of the
11 Settlement Agreement is attached hereto as **Exhibit 3**.

12 15. On June 25, 2026, Plaintiff filed a First Amended Representative and Class Action
13 Complaint (“Operative Complaint”) in the Action. The Operative Complaint raises eleven (11) causes
14 of action for alleged violations of the California Labor Code for failure to pay minimum wages, failure
15 to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu
16 thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to
17 timely pay wages during employment, failure to provide accurate wage statements, failure to timely
18 pay wages upon termination, failure to reimburse necessary business expenses, and unlawful non-
19 compete agreements and non-solicitation agreements, for violations of California Business &
20 Professions Code Sections 17200, *et seq.* based on the aforementioned California Labor Code
21 violations, and for civil penalties under PAGA based on the aforementioned California Labor Code
22 violations.

23 **Summary of the Terms of the Settlement Agreement**

24 16. For purposes of settlement only, the Parties have agreed that the Class shall be defined
25 as “all current and former non-exempt employees who worked for Defendant in California at any time
26 [during the Class Period], who have not executed separation and general release agreements” (“Class”
27 or “Class Member(s)”). The Class Period is defined as the period from January 22, 2021, through the
28 date the Court enters the Preliminary Approval Order. Based on information provided by Defendant,

1 it is estimated that there are a total of sixty-nine (69) Class Members.

2 17. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
3 Complaint for a non-reversionary Gross Settlement Amount of Two Hundred Ninety-Five Thousand
4 Dollars and Zero Cents (\$295,000.00), exclusive of employer-side payroll taxes. The Gross
5 Settlement Amount is a common fund and therefore includes all requested costs, fees, and other
6 allocations. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-
7 five percent (35%) of the Gross Settlement Amount (i.e., \$103,250 if the Gross Settlement Amount is
8 \$295,000.00); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Twenty
9 Thousand Dollars and Zero Cents (\$20,000.00); (3) Settlement Administration Costs, not to exceed
10 Six Thousand Dollars and Zero Cents (\$6,000.00); (4) Enhancement Payment in the amount of Ten
11 Thousand Dollars and Zero Cents (\$10,000.00); and (5) PAGA Penalty Amount in the amount of
12 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). After the above-estimated amounts are
13 deducted from the Gross Settlement Amount, the Net Settlement Fund that will be available for Class
14 Members is currently estimated to be One Hundred Thirty Thousand Seven Hundred Fifty Dollars and
15 Zero Cents (\$130,750.00). Additionally, 35% of the PAGA Penalty Amount (“PAGA Group
16 Amount”), which is \$8,750 out of \$25,000.00, will be fully distributed to “all current and former non-
17 exempt employees who worked for Defendant in California at any time [during the PAGA Period],
18 who have not executed separation and general release agreements” (“PAGA Group” or “PAGA Group
19 Member(s)”). The “PAGA Period” is defined as the time period between January 22, 2021 and the
20 date the Court grants preliminary approval of the Settlement.

21 18. The Net Settlement Amount will be distributed and paid to all Class Members who do
22 not submit a valid and timely Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata*
23 basis based on the number of weeks worked by a Class Member for Defendant during the Class Period
24 (“Workweek”). The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible
25 to receive under the Class Settlement (“Individual Class Payment”) will be calculated by the
26 Settlement Administrator, in accordance with the Settlement Agreement.

27 19. The PAGA Group Amount will be distributed and paid to all PAGA Group Members
28 on a *pro rata* basis based on the number of pay periods during which a PAGA Group Member worked

1 at least one day for Defendant during the PAGA Period (“Pay Period”). The *pro rata* share of the
2 PAGA Group Amount that a PAGA Group Member may be eligible to receive under the PAGA
3 Settlement (“Individual PAGA Payment”) will be calculated by the Settlement Administrator, in
4 accordance with the Settlement Agreement.

5 20. Each Settlement Class Member’s Individual Class Payment will be allocated as ten
6 percent (10%) wages (the “Wage Portion(s)”) and ninety percent (90%) interest and penalties (the
7 “Non-Wage Portion(s)”). The Wage Portions are subject to tax withholding and will be reported on
8 an IRS W-2 Form and the Non-Wage Portions are not subject to wage withholdings and will be
9 reported on an IRS 1099 Form by the Settlement Administrator. Settlement Class Members assume
10 full responsibility and liability for any employee taxes owed on their Individual Class Payment.
11 Defendant will separately pay any applicable employer-side payroll taxes related to the Wage Portions
12 of the Individual Settlement Amounts. Each Individual PAGA Payment will be allocated as one
13 hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the
14 Settlement Administrator.

15 21. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
16 Net Settlement Fund will be fully distributed to Settlement Class Members and the PAGA Penalty
17 Amount will be fully distributed to the LWDA and PAGA Group Members, in accordance with the
18 Settlement Agreement. No money will revert to Defendant.

19 22. Each Individual Class Payment and Individual PAGA Payment check will be valid and
20 negotiable for ninety (90) calendar days from the date the checks are issued, and thereafter, shall be
21 canceled. Any funds associated with such canceled checks will be distributed by the Settlement
22 Administrator to the State of California’s Unclaimed Property Division in the name of the Settlement
23 Class Member and/or PAGA Group Member.

24 **The Settlement is Reasonable**

25 ***Informed Arms-Length Negotiations***

26 23. The Parties’ settlement negotiations were at all times made at arm’s-length and were
27 adversarial. The Settlement was reached following a full day of mediation with a highly respected
28 mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in

1 additional negotiations in order to finalize the long form agreement presently before the Court.

2 24. The Parties engaged in extensive formal and informal discovery prior to reaching a
3 settlement. Prior to mediation, Defendant produced a twenty percent (20%) sampling of Class
4 Members' time and pay records and Class Members' timekeeping data as well as Defendant's relevant
5 wage and hour policies, and information regarding the total number of Class Members, the number of
6 current versus former employees, the estimated workweeks worked by the Class Members, and the
7 average rate of pay for the Class Members.

8 25. This allowed Class Counsel to conduct an informed assessment and analysis of the
9 strengths and weaknesses of the claims and the potential class-wide damages.

10 26. Based on the information exchanged, the Parties extensively briefed issues regarding
11 class certification and liability and provided their analyses to the Mediator who helped the Parties
12 debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and
13 prepared to litigate this matter through class certification and trial if the Parties had been unable to
14 reach a favorable resolution.

15 ***Estimate of Potential Value of Claims***

16 27. Class Counsel analyzed all available data and estimated Defendant's maximum
17 potential exposure to be approximately \$1,083,035, assuming the litigation was successful at trial on
18 all claims at issue and every employee had a violation for each claim on every shift worked. This
19 maximum potential analysis was then reduced based on the challenges facing the likelihood of
20 obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an
21 estimated maximum liability for all claims at issue and the total aggregate workweeks during the
22 relevant time period, less interest, and based on the analysis of the data which was extrapolated out
23 for all Class Members across the entire Class Period, which included: \$99,517 for meal period
24 violations; \$479,719 for rest period violations at a 100% violation rate; \$108,713 for unpaid off-the-
25 clock work for 1 hour per workweek of off-the-clock work; \$369 for unpaid overtime wages at the
26 required regular rate of pay; \$28,350 for unreimbursed business expenses; \$329,467 for waiting time
27 penalties; and \$36,900 for wage statement penalties. Plaintiff further estimated that Defendant faced
28 an additional exposure of \$39,300 in potential, non-stacked (i.e., one penalty, per employee, per pay

1 period during the PAGA Period) PAGA penalties. Together with the PAGA penalties, Defendant's
2 maximum potential exposure totaled \$1,122,335 in damages.

3 ***Specific Risks Considered***

4 28. Although Plaintiff maintains that his investigation and information analysis support his
5 contentions, Defendant raised potential defenses and other circumstances that impacted the risk of
6 proceeding on a class-wide basis. Consideration of these risks factored into the negotiations and the
7 decision to enter the Settlement.

8 29. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
9 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
10 inherent in such litigation, including those involved in class and/or representative adjudication.
11 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
12 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
13 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
14 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

15 30. Defendant denied and continues to deny any liability and wrongdoing of any kind
16 associated with the claims alleged in the Action, and further denies that class certification is
17 appropriate for any purpose other than the Settlement. Defendant maintains that it would ultimately
18 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
19 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because
20 individual issues would predominate should this case go to trial. As with all class actions, these
21 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
22 that the Court may deny class certification.

23 31. For example, Plaintiff's meal period claims, which were based on Defendant's alleged
24 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
25 Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had
26 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
27 in the manner required under California law. Defendant contended that its policies and practices at all
28 times during the Class Period were lawful. Defendant further argued that the rate of purported meal

1 period violations reflected in the data would require individualized inquiry and that such inquiry would
2 prohibit a class from being certified. We also had to consider the risk that the Court would find validity
3 in the individualized proof defense to certification of Plaintiff's meal period claim.

4 32. Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest
5 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
6 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
7 required under California law. Additionally, this claim was even more uncertain given the difficulties
8 associated with proving the alleged rest period violations, as Defendant was not required to record
9 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
10 concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite
11 certainty, which made the estimated value of this claim subject to much challenge.

12 33. Plaintiff also faced challenges certifying and proving liability for his minimum wage
13 and overtime claims. These claims were largely based on unrecorded, off-the-clock work Plaintiff
14 alleges was performed by the Class Members both before and after their shifts and during purported
15 meal and rest periods. For example, Plaintiff alleges that he and the Class Members were frequently
16 interrupted by work demands during their meal periods. However, the individualized nature of why
17 this work was performed and the individualized nature of damages presented substantial concerns
18 regarding the manageability of the case and the risk the Court could find these issues prevented
19 certification, and the estimated damages for this claim were based on an assumption that all Class
20 Members worked off the clock for at least one hour per week.

21 34. Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class
22 Members for necessary business-related expenses, such as the usage of personal cell phones for work-
23 related purposes. Defendant contended that it had a policy and practice of reimbursing employees for
24 necessary business-related expenses. Defendant further contended that, with respect to the alleged
25 expenses for which Plaintiff and the other Class Members never requested reimbursement from
26 Defendant, it did not know and had no reason to know that alleged business-related expenses had been
27 incurred. Defendant further contended that the reason why a Class Member undertook certain
28 expenses, while not others, and failed to receive reimbursement for certain expenses while not others,

1 would raise individual issues that could not be certified.

2 35. There are also substantial risks associated with Plaintiff's waiting time penalties and
3 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
4 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
5 certification was denied on those underlying claims, these derivative claims for penalties would also
6 likely fail. Further, even if Plaintiff prevailed on his underlying claims, he would still be required to
7 demonstrate that Defendant's violations of California Labor Code Section 203 were *willful* violations.
8 Wage statement claims have also seen varying treatment at the appellate level because such claims
9 have an element of discretion attached to them rather than a pure calculation of damages after liability
10 is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendant's
11 estimated liability, were therefore uncertain.

12 36. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
13 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
14 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
15 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
16 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
17 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
18 current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
19 employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would
20 substantially delay any recovery by the Class.

21 37. Class Counsel also separately contemplated the risks of proceeding with the PAGA
22 claims and potential liability Defendant could face from these claims as part of the global resolution.
23 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying
24 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
25 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
26 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it
27 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
28 Class Counsel also anticipated **Error! Reference source not found.** would argue that the violations

per pay period were low, warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance.

38. Accordingly, after considering this multitude of factors, we concluded that it was in the best interest of the State of California and the PAGA Group Members to enter into the Settlement, and to allocate Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 8.47% of the Gross Settlement Amount. **Error! Reference source not found..** This percentage of the settlement is well-within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by the employer.

39. Therefore, taking into account how each of the above risks potentially effected Plaintiff's ability to first obtain class certification, and then prove the underlying violations, the Court's broad discretion in civil penalties, plus the cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's estimated liability based on the challenges facing his ability to succeed on class certification by 50% to \$561,167.50. The merits-based risk factors further reduced Defendant's estimated liability by an additional 50%. This resulted in an adjusted estimated liability of \$280,583.75. In light thereof, the settlement amount of \$295,000 is a significant settlement.

40. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the PAGA Group Members, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Enhancement Payment

41. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00). This Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this case, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested Enhancement Payment is disclosed to the Class Members in the Class Notice.

Class Counsel Award

42. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$103,250.00 if the Gross Settlement Amount is \$295,000.00) and actual litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

43. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated into tangible monetary benefits as follows: (1) Class Members, the State of California, and PAGA Group Members will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or upon appeal.

44. Class Counsel has litigated this matter for over a year and was actively preparing this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel. Notice of the requested Class Counsel Award is disclosed to the Class Members in the Class Notice.

1 *Notice to the Class*

2 45. The Parties have agreed to retain Apex Class Action, LLC (“Apex” or “Settlement
3 Administrator”) to handle the notice and settlement administration process. The Parties respectfully
4 request that the Court appoint Apex to handle these procedures and to serve as the Settlement
5 Administrator. Defendant will provide Apex with the Class List and Apex will calculate each Class
6 Member’s estimated Individual Class Payment and each PAGA Group Members’ estimated Individual
7 PAGA Payment. Apex will also receive and process Requests for Exclusion, Objections, and
8 Workweek Disputes; will provide necessary reports and declarations; will calculate, subtract, and
9 transmit necessary taxes and withholdings with respect to the Wages Portion of the Individual Class
10 Payments; will prepare and submit informational and other tax filings and documents; will issue and
11 transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual
12 Class Payment checks to the Settlement Class Members and Individual PAGA Payment checks to the
13 PAGA Group Members; and perform any other usual and customary duties for administering a class
14 action settlement.

15 46. I am not aware of an alternative method of providing notice to the Class which would
16 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
17 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
18 method, skip tracing will be performed, if necessary.

19 *Notice of Settlement to the LWDA*

20 47. In accordance with California Labor Code section 2699(s)(2), on July 24, 2026, a copy
21 of the Settlement Agreement was submitted to the LWDA via online submission through the LWDA’s
22 website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto
23 as **Exhibit 4**.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct.

26 Executed on August 6, 2026, at Los Angeles, California.

27 *A. Blanchard*

28 Annabel Blanchard

EXHIBIT 1

- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative

wage and hour action pursuant to PAGA.

- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final

settlement of wage and hour class and PAGA action.

- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of

representative wage and hour action pursuant to PAGA.

- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA

- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No.

CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles

County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

September 30, 2025

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Glen Ferrell v. Bionano Genomics, Inc.*

To Whom It May Concern:

This office represents Glen Ferrell (“Claimant”) with respect to his claims under the California Labor Code against Bionano Genomics, Inc. (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Glen Ferrell from approximately March 2021 to January 2022 as a non-exempt, hourly-paid employee. Glen Ferrell worked as a Logistics Clerk for Employers and was based out of Employers’ facility located at 9540 Towne Centre Drive #100, San Diego, California 92121.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”). Employers’ conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the

meaning of PAGA.

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6)

Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers willfully and intentionally failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for

which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order **Error! Reference source not found.**and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees

will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. CONCLUSION

Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code



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§ 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

A. Blanchard

Annabel Blanchard, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Bionano Genomics, Inc.
c/o Summer J. Wynn, Esq.
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EXHIBIT 3

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Attorneys for Plaintiff
GLEN FERRELL

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

[Assigned to the Hon. Mark T. Cumba,
Department C-65]

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

Complaint Filed: January 22, 2025
Trial Date: Not Set Yet

1 This Class and Representative Action Settlement Agreement and Release (the “Agreement”
2 or “Settlement Agreement”) is made and entered into by and between Plaintiff Glen Ferrell
3 (“Plaintiff”), as an individual and on behalf of all others alleged to be similarly situated and the
4 State of California, and Defendant Bionano Genomics, Inc. (“Defendant”) (Plaintiff and Defendant
5 each a “Party” and collectively the “Parties”). Except as otherwise specified, defined terms shall
6 have the meanings set forth in the Recitals and Section 1 of this Agreement.

7 **RECITALS**

8 A. Plaintiff initiated the above-captioned lawsuit by filing a Class Action Complaint
9 against Defendant on or about January 22, 2025, in the Superior Court for the County of San Diego
10 (“Court”), Case No. 25CU003686C (the “Action”). As part of this Agreement, Plaintiff agrees to
11 file a First Amended Representative and Class Action Complaint (the “First Amended Complaint”).
12 The First Amended Complaint asserts causes of action for alleged: (1) failure to pay minimum
13 wages under the California Labor Code; (2) failure to pay overtime under the California Labor
14 Code; (3) failure to provide meal breaks under the California Labor Code; (4) failure to provide
15 rest breaks under the California Labor Code; (5) failure to timely pay wages during employment
16 under the California Labor Code; (6) failure to provide accurate wage statements under the
17 California Labor Code; (7) failure to timely pay final wages at the end of employment under the
18 California Labor Code; (8) failure to reimburse business expenses under the California Labor Code;
19 (9) unlawful non-compete agreements and non-solicitation agreements in violation of the California
20 Labor Code and California Business and Professions Code section 16600; (10) unfair business
21 practices under California Business and Professions Code section 17200, *et seq.* (“UCL”); and (11)
22 violation of the California Private Attorneys General Act of 2004 (“PAGA”), California Labor
23 Code section 2698, *et seq.* Plaintiff’s First Amended Complaint alleges these claims on behalf of
24 an alleged Class (capitalized terms defined below) and PAGA Group consisting of “all current and
25 former non-exempt employees who worked for Defendant in California at any time between
26 January 22, 2021 and the date the Court enters the Preliminary Approval Order, who have not
27 executed separation and general release agreements.”

28 B. Plaintiff and Defendant engaged in formal and informal discovery, including the

1 exchange of documents and data, including information regarding Plaintiff's employment, Class
2 and PAGA Group data, and a sampling of wage statements and timesheets for, and policies
3 applicable to, Class Members during the relevant period

4 C. On September 10, 2025, the Parties participated in an all-day remote mediation
5 before Allison Eckstrom, a mediator with experience litigating and mediating employment wage-
6 and-hour class actions. After a full day of mediation, the Parties accepted a mediator's proposal
7 agreeing to the material terms of this Agreement, which were documented in a signed
8 Memorandum of Understanding of Class and PAGA Settlement. The Parties filed a Joint Notice of
9 Settlement and proposed order to continue the next scheduled Case Management Conference on
10 September 19, 2025, which the Court entered on September 24, 2025.

11 D. Defendant contends that it has acted properly and lawfully at all times and denies
12 any wrongdoing, including any of the wrongful acts or violations of law or duty alleged in the First
13 Amended Complaint or the Action. Defendant also denies that Plaintiff or any of the Class
14 Members are entitled to any form of wages, damages, penalties, interests, attorneys' fees, costs, or
15 any relief whatsoever (at law or at equity). Defendant is prepared to vigorously litigate this matter
16 and is entering into this Settlement Agreement solely to avoid the substantial expense and burdens
17 of litigation and business interruptions that it creates. Defendant has concluded that it is beneficial
18 to fully and finally settle and terminate the Action in the manner and upon the terms and conditions
19 set forth in this Agreement.

20 E. Plaintiff believes that the claims asserted in the Action have merit. Nonetheless,
21 Plaintiff and Class Counsel recognize and acknowledge the expense and length of continued
22 prosecution of the Action against Defendant through trial and any subsequent appeals. Plaintiff and
23 Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially
24 in complex actions, Defendant's defenses, as well as the difficulties and delays inherent in such
25 litigation. Based on their evaluation, Class Counsel have concluded that the terms and conditions
26 of this Settlement Agreement are fair, reasonable, and adequate to the Class, and that it is in the
27 best interests of the Class to settle the claims alleged in the First Amended Complaint and the
28 Action pursuant to the terms and provisions of this Settlement Agreement.

1 F. The Gross Settlement Amount was negotiated and agreed-upon by the Parties. The
2 Gross Settlement Amount is the maximum amount to be paid by Defendant as a result of this
3 Settlement (subject to Section 2.6). The value of the Gross Settlement Amount was expressly
4 negotiated to account for and cover the payment of the Enhancement Payment, the Settlement
5 Administration Costs to the Settlement Administrator, the Class Counsel Award to Class Counsel,
6 the LWDA Payment, and, as described in Sections 7.1 and 7.2, all payments to Settlement Class
7 Members and PAGA Group Members. In no event shall Defendant be required to pay more than
8 the Gross Settlement Amount. Defendant will separately pay any applicable employer-side payroll
9 taxes related to the Wage Portions (as defined in Section 7.1) of the Individual Class Payments.

10 G. This Agreement is made and entered into by and between Plaintiff, individually and
11 on behalf of all others alleged to be similarly situated, on the one hand, and Defendant, on the other
12 hand, and is subject to the terms and conditions herein and the Court's approval. The Parties
13 expressly acknowledge that this Agreement is entered into solely for the purpose of compromising
14 significantly disputed complex claims and that nothing herein is an admission of liability or
15 wrongdoing by Defendant. The Agreement's provisions, and all related drafts, communications and
16 discussions, cannot be construed as, or deemed to, be evidence of an admission or concession of
17 any point of fact or law by any person or entity and cannot be offered or received into evidence or
18 requested in discovery in this Action or any other action or proceeding as evidence of an admission
19 or concession. If for any reason the Agreement is not approved by the Court, it will be of no force
20 or effect.

21 AGREEMENT

22 1. DEFINITIONS

23 The following defines terms that are not defined above. Some definitions use terms that are
24 defined later in this Section:

25 1.1 "Class" shall refer to the following group of individuals: "All current and former
26 non-exempt employees who worked for Defendant in California at any time between January 22,
27 2021 and the date the Court grants preliminary approval of the Settlement, who have not executed
28 separation and general release agreements." "Class Member(s)" refers to a member(s) of the Class.

1 **1.2** “Class Counsel” means Jonathan Genish, Barbara DuVan-Clarke, Danielle
2 GruppChang, P.J. Van Ert, Melissa Rodriguez, and Annabel Blanchard of Blackstone Law, APC.

3 **1.3** “Class Counsel Award” means the amount that may be awarded by the Court
4 pursuant to this Agreement to Class Counsel for reasonable attorneys’ fees and reimbursement of
5 litigation costs and expenses incurred in connection with the litigation and resolution of this Action,
6 including, but not limited to, costs associated with documenting the Agreement, securing the
7 Court’s approval of the Agreement, administering the Agreement, and expenses for any experts or
8 consultants. The Class Counsel Award shall be paid from, and not in addition to, the Gross
9 Settlement Amount.

10 **1.4** “Class List” means a list of the Class Members and PAGA Group Members
11 formatted in Microsoft Office Excel and shall include each Class/PAGA Group Member’s: full
12 name; mailing address and telephone number last known to Defendant; Social Security number;
13 number of Workweeks worked by the Class Member for Defendant during the Class Period; and
14 number of Pay Periods worked by each PAGA Group Member during the PAGA Period. The
15 Settlement Administrator will treat the Class List as confidential, and the Class List shall not be
16 used for any purpose other than as set forth herein. The Settlement Administrator shall not disclose
17 the Class List to Class Counsel or any other person or entity.

18 **1.5** “Class Period” or “PAGA Period” refers to the period of time from January 22,
19 2021, through the date the Court enters the Preliminary Approval Order.

20 **1.6** “Class Settlement” means the settlement and resolution of the Released Class
21 Claims as set forth in Sections 1.27 and 2.8.

22 **1.7** “Complaint” means both the Complaint filed by Plaintiff on or around January 22,
23 2025, and the First Amended Complaint to be filed by Plaintiff pursuant to Section 3.1 of this
24 Agreement.

25 **1.8** “Defendant’s Counsel” shall mean Summer J. Wynn and Donna C. Saadati-Soto of
26 Cooley LLP.

27 **1.9** “Effective Date” means two (2) court days after: (a) sixty-one (61) calendar days
28 after the entry of the Court’s Order granting final approval of the Settlement if no timely motions

1 for reconsideration, no appeals, or no other efforts to obtain review are filed; or (b) if an appeal,
2 motion for reconsideration, or other effort to obtain review is filed, sixty-one (61) calendar days
3 after such appeal or other reconsideration or review has been finally concluded in favor of the Order
4 granting final approval of the Settlement and the Order granting final approval of the Settlement is
5 no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en
6 banc, petitions for certiorari, or otherwise, and full funding of the Gross Settlement Amount.

7 **1.10** “Enhancement Payment” means the amount to be awarded by the Court pursuant to
8 this Agreement to be paid to Plaintiff in recognition of his role in the Action. The Enhancement
9 Payment shall be reported on an IRS Form 1099.

10 **1.11** “Fairness Hearing” means the hearing at which the Court decides whether to enter
11 the Final Approval Order and Judgment.

12 **1.12** “Final Approval Order and Judgment” means an order finally approving the
13 Settlement as being fair, reasonable and adequate and conditionally certifying the Class for
14 settlement purposes only. The proposed Final Approval Order and Judgment submitted to the Court
15 for its approval shall be substantially similar to the form attached to this Settlement Agreement as
16 **Exhibit C.**

17 **1.13** “Gross Settlement Amount” means a non-reversionary common fund in the amount
18 of two hundred ninety-five thousand dollars and no cents (\$295,000) (subject to Section 2.6), which
19 includes the Class Counsel Award to Class Counsel, all Settlement Administration Costs, the
20 PAGA Penalty Amount, all settlement payments to Settlement Class Members, and the
21 Enhancement Payment. In no circumstance shall Defendant be liable for any other or additional
22 amounts. Defendant will separately pay any applicable employer-side payroll taxes related to the
23 Wage Portions (as defined in Section 7.1) of the Individual Class Payments.

24 **1.14** “Individual Class Payment(s)” means the amount(s) paid in settlement hereunder to
25 each Settlement Class Member as determined pursuant to the terms set forth in Section 7.1.

26 **1.15** “Individual PAGA Payment(s)” means the amount(s) paid in settlement hereunder
27 to each PAGA Group Member as determined by the terms set forth in in Section 7.2.

28 **1.16** “LWDA” means the California Labor and Workforce Development Agency.

1 **1.17** “LWDA Payment” means sixty-five percent (65%) of the PAGA Penalty Amount,
2 or sixteen thousand two hundred and fifty dollars and no cents (\$16,250), to be paid to the LWDA.

3 **1.18** “Net Settlement Fund” means the Gross Settlement Amount less the Class Counsel
4 Award to Class Counsel, all Settlement Administration Costs, the Enhancement Payment, the
5 LWDA Payment, and the PAGA Group Amount. To the extent the Court does not approve the full
6 requested Class Counsel Award to Class Counsel, the Enhancement Payment, or Settlement
7 Administration Costs, the Net Settlement Fund will increase. Individual Class Payments will be
8 paid out of the Net Settlement Fund.

9 **1.19** “Notice” or “Class Notice” means the notice of the proposed Settlement terms,
10 which shall first be approved by Class Counsel and Defendant’s Counsel, and then submitted to the
11 Court for approval. The Notice is to be provided to Class Members by the Settlement Administrator.
12 The Class Notice will be substantially similar to the draft form attached as **Exhibit B** and contain:
13 (a) information regarding the nature of the Action; (b) a summary of the terms of the Agreement;
14 (c) the definition of the Class; (d) the formula for calculating the Net Settlement Fund (including
15 the amounts sought for the Class Counsel Award, Enhancement Payment, Settlement
16 Administration Costs, and the LWDA Payment); (e) the individual Class Member’s estimated
17 number of Workweeks worked for Defendant during the Class Period and Individual Class
18 Payment; (f) the dates which comprise the Class Period; (g) the individual PAGA Group Member’s
19 estimated number of Pay Periods worked for Defendant during the PAGA Period and Individual
20 PAGA Payment; (h) dates which comprise the PAGA Period; (i) instructions on how to submit a
21 Workweek Dispute, Request for Exclusion, or Objection; and (j) the deadlines by which Workweek
22 Disputes, Requests for Exclusion, or Objections to the Agreement must be submitted to the
23 Settlement Administrator.

24 **1.20** “Objection” means a Class Member’s valid and timely written objection to the
25 Settlement Agreement. For the Objection to be valid, it must: (a) state the case name and number
26 of the Action; (b) contain the Class Member’s name, current mailing address, most current
27 telephone number, and last four digits of their Social Security number; (c) state the basis for the
28 objection; (d) be signed by the Class Member; (e) be submitted to the Settlement Administrator at

1 the address specified in the Class Notice; and (f) be submitted with proof of the submission date
2 (such as a U.S. Postal Service postmark or another delivery service date stamp) on or before the
3 Response Deadline. If the Class Member intends to speak at the Fairness Hearing, they are
4 encouraged to file a notice of intention to appear with the Court and provide a copy of this notice
5 and their Objection to counsel for both Parties. Notwithstanding the preceding sentence, any
6 Settlement Class Member will be permitted to appear and speak at the Fairness Hearing in order to
7 have an Objection heard by the Court.

8 **1.21** “PAGA Group” shall mean all Class Members and thus refer to the following group
9 of individuals: “all current and former non-exempt employees who worked for Defendant in
10 California at any time between January 22, 2021 and the date the Court grants preliminary approval
11 of the Settlement, who have not executed separation and general release agreements.” “PAGA
12 Group Member(s)” refers to a member(s) of the PAGA Group.

13 **1.22** “PAGA Group Amount” means thirty-five percent (35%) of the PAGA Penalty
14 Amount, or eight thousand seven hundred and fifty dollars and no cents (\$8,750), to be distributed
15 and paid to the PAGA Group by the Settlement Administrator pursuant to Sections 7.2 and 7.3.

16 **1.23** “PAGA Penalty Amount” means twenty-five thousand dollars and no cents
17 (\$25,000) to be paid to settle any and all claims for which penalties under PAGA may be sought or
18 are otherwise available, as set forth in Sections 2.5 and 1.28 of this Agreement.

19 **1.24** “Pay Period” is a pay period during which a PAGA Group Member worked at least
20 one day for Defendant.

21 **1.25** “Preliminary Approval Order” means the Court order granting preliminary approval
22 of the Settlement Agreement. The proposed Preliminary Approval Order submitted to the Court for
23 its approval shall be substantially similar to the form attached to this Settlement Agreement as
24 **Exhibit A.**

25 **1.26** “QSF” means the “Qualified Settlement Fund” which is an interest-bearing account
26 designated and controlled by the Settlement Administrator as described in Section 2.1.

27 **1.27** “Released Class Claims” means all claims that were alleged, or reasonably could
28 have been alleged, based on the facts stated in the Complaint and/or the First Amended Complaint:

(a) any and all claims involving any alleged failure by Defendant to (i) pay wages owed (including overtime wages and any failure to accurately include wages in or calculate overtime wages, minimum wages, statutory sick pay, vacation, bonuses, commissions or other incentive pay), (ii) timely pay wages during employment or at the time of termination, (iii) provide meal periods or pay meal period premiums in lieu thereof, (iv) permit and/or provide rest periods or pay rest period premium payments in lieu thereof, (v) accurately record or pay sick leave, (vi) provide accurate wage statements, (vii) reimburse business expenses, (viii) keep accurate records, and/or (ix) comply with all similar and related obligations under the California Labor Code, the California Industrial Welfare Commission Wage Orders, and/or federal law; and (b) any and all claims alleging violations of (i) the California Business and Professions Codes sections 17200 *et seq.*, (ii) the California Business and Professions Codes section 16600, *et. seq.*, and (iii) any other claims that reasonably could have been alleged based on the facts stated in the Complaint and/or the First Amended Complaint, including any and all claims for wages, expenses, penalties, interest, attorneys' fees, declaratory or injunctive relief, restitution, and/or claims under federal law.

1.28 "Released PAGA Claims" means any kind of claim or action for civil penalties under PAGA (the California Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.*) during the period from January 22, 2021 to the date the Court enters the Preliminary Approval Order, based on or arising out of the factual allegations of the Complaint, First Amended Complaint and/or PAGA Letter sent by Plaintiff to the LWDA including, but not limited to, any and all claims under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2800, 2802, and the applicable Industrial Commission Wage Orders.

1.29 "Released Parties" means Defendant and each of its respective current or former directors, officers, members, administrators, agents, insurers, re-insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint venturers, predecessors, related entities, and assigns, and all other individuals and entities acting on their behalf.

1 **1.30** “Releasing Parties” means Plaintiff and all Settlement Class Members, and each of
2 their successors, assigns, legatees, heirs, and personal representatives.

3 **1.31** “Request for Exclusion” means a timely and valid written request submitted by a
4 Class Member indicating that they request to be excluded from the Class Settlement. The Request
5 for Exclusion must: (a) state the case name and number of the Action, (b) set forth the name,
6 address, and telephone number of the Class Member requesting exclusion; (c) be signed by the
7 Class Member; (d) be addressed to the Settlement Administrator; and (e) be submitted with proof
8 of the submission date (such as a U.S. Postal Service postmark or another delivery service date
9 stamp) on or before the Response Deadline.

10 **1.32** “Response Deadline” means the deadline by which Class Members must submit to
11 the Settlement Administrator valid Workweek Disputes, Requests for Exclusion, or Objections.
12 Workweek Disputes, Requests for Exclusion, and Objections must be submitted with proof of the
13 submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) on
14 or before the Response Deadline. The Response Deadline shall be sixty (60) calendar days from
15 the initial mailing of the Class Notice to Class Members pursuant to Section 4. In the event of a re-
16 mailed Class Notice, the Response Deadline will be extended an additional fifteen (15) calendar
17 days for that individual Class Member.

18 **1.33** “Settlement Administrator” means Apex Class Actions, LLC (“Apex” or
19 “Settlement Administrator”), the third-party class action settlement administrator mutually agreed
20 to by the Parties for the purposes of administering this Settlement. The Parties will each ensure and
21 represent that they do not have any financial interest in the Settlement Administrator or otherwise
22 have a relationship with the Settlement Administrator that could create a conflict of interest.

23 **1.34** “Settlement Administration Costs” means the costs payable to the Settlement
24 Administrator for all fees and expenses reasonably and necessarily incurred as a result of
25 administering this Settlement, including, but not limited to, the cost of providing notice of the
26 proposed settlement to the Class and the cost of administering the Settlement and any settlement
27 fund created as a result of this Agreement. The Settlement Administration Costs are estimated to
28 not exceed \$6,000 and shall be payable from, and not in addition to, the Gross Settlement Amount.

1 **1.35** “Settlement Class Member(s)” means a Class Member who has not opted out of the
2 Class Settlement by submitting a valid and timely Request for Exclusion.

3 **1.36** “Workweek Dispute” means the written letter that a Class Member must submit to
4 the Settlement Administrator with proof of the submission date (such as a U.S. Postal Service
5 postmark or another delivery service date stamp) on or before the Response Deadline, if they wish
6 to dispute the number of Workweeks credited to them. The Workweek Dispute must: (a) state the
7 case name and number of the Action, (b) set forth the Class Member’s name, address, and telephone
8 number; (c) be signed by the Class Member; (d) include any documentary evidence showing that
9 the Workweek information is inaccurate, and (e) be submitted with proof of the submission date
10 (such as a U.S. Postal Service postmark or another delivery service date stamp) to the Settlement
11 Administrator on or before the Response Deadline.

12 **1.37** “Total Pay Periods” is the total number of estimated Pay Periods worked by all
13 PAGA Group Members during the Class Period.

14 **1.38** “Total Workweeks” is the total number of estimated Workweeks worked by all
15 Settlement Class Members during the Class Period.

16 **1.39** “Workweek” is a week worked by a Class Member for Defendant during the Class
17 Period.

18 **2. SETTLEMENT RELIEF AND RELEASES**

19 **2.1** Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount
20 (\$295,000) on the Effective Date.

21 (a) The Parties agree that the QSF is intended to be a “Qualified Settlement
22 Fund” under Section 468B of the Code and Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1, *et seq.*,
23 and will be administered by the Settlement Administrator as such. Among other duties of the
24 Settlement Administrator provided by this Settlement, the Settlement Administrator shall open and
25 administer a settlement account in such a manner as to qualify, and maintain the qualification of,
26 the account as a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg.
27 §1.468B-1 and satisfy all federal, state, and local income and other tax reporting, return, and filing
28 requirements with respect to the QSF. The Parties and the Settlement Administrator shall treat the

1 account as coming into existence as a Qualified Settlement Fund on the earliest date permitted as
2 set forth in 26 CFR §1.468B-1(j)(2)(i), and such election statement shall be attached to the
3 appropriate returns as required by 26 CFR §1.468B-1(j)(2)(ii). The Parties agree to cooperate with
4 the Settlement Administrator and one another to the extent reasonably necessary to carry out the
5 provisions of this Section.

6 (b) The Gross Settlement Amount shall be used to pay all amounts contemplated
7 or required by this Agreement, including the Enhancement Payment to Plaintiff, the Settlement
8 Administration Costs to the Settlement Administrator, the Class Counsel Award to Class Counsel,
9 the PAGA Penalty Amount, and as described in Section 7.1, to cover all Individual Class Payments
10 to Settlement Class Members.

11 (c) Based on the information provided by Defendant, the Settlement
12 Administrator will calculate the amounts to be paid to Settlement Class Members in accordance
13 with the terms and provisions of this Agreement and in accordance with applicable state and federal
14 law (including tax regulations).

15 (d) No person or entity shall have any claim against Defendant, Defendant's
16 Counsel, any of the Released Parties, Plaintiff, Class Members, Class Counsel or any Settlement
17 Administrator based on distributions and payments made in accordance with this Agreement.

18 **2.2** Class Counsel Award. Subject to Court approval, Plaintiff and Class Counsel agree
19 to not seek an attorneys' fee award of more than thirty-five percent (35%) of the Gross Settlement
20 Amount (i.e., \$103,250). Plaintiff and Class Counsel further agree that Defendant will not be
21 obligated to pay any fee award in excess of thirty-five percent (35%) of the Gross Settlement
22 Amount. Subject to Court approval, Class Counsel agrees not to request more than twenty thousand
23 dollars and no cents (\$20,000.00) for reasonable litigation costs. Class Counsel will file any papers
24 supporting the request for the Class Counsel Award with the Court at least sixteen (16) court days
25 prior to the Fairness Hearing. Class Counsel shall provide the Settlement Administrator with their
26 current and valid Form W-9 within five (5) business days of entry of the Final Approval Order. If
27 the Court approves the Settlement of this Action and a payment of a Class Counsel Award, and so
28 long as Class Counsel has timely provided the Settlement Administrator with their current and valid

1 Form W-9, Class Counsel shall be paid the Class Counsel Award approved by the Court out of the
2 QSF within fifteen (15) business days after the Effective Date. Defendant reserves all rights with
3 respect to the request for payment of attorneys' fees and the request for reimbursement of litigation
4 costs.

5 **2.3 Enhancement Payment.** Plaintiff agrees not to petition the Court for more than ten
6 thousand dollars and no cents (\$10,000) for an Enhancement Payment. Plaintiff will file any papers
7 supporting the request for an Enhancement Payment with the Court at least sixteen (16) court days
8 prior to the Fairness Hearing. Plaintiff shall provide the Settlement Administrator with a current
9 and valid Form W-9 within five (5) business days of entry of the Final Approval Order. If the Court
10 approves the Settlement of this Action and an Enhancement Payment, so long as Plaintiff has timely
11 provided the Settlement Administrator a current and valid Form W-9, the Settlement Administrator
12 shall pay the Enhancement Payment awarded by the Court to Plaintiff from the QSF within fifteen
13 (15) business days after the Effective Date. Plaintiff acknowledges that he has obtained no tax
14 advice from Defendant or Defendant's Counsel, and that Defendant and Defendant's Counsel have
15 not made any representation concerning the tax consequences, if any, of the Enhancement Payment.
16 Plaintiff agrees that he is solely responsible for the tax consequences of the Enhancement Payment.
17 Defendant reserves all rights with respect to the request for the Enhancement Payment.

18 **2.4 Reduction in Enhancement Payment or the Class Counsel Award.** In the event that
19 the Court (or any appellate court) awards less than the amount requested for the Class Counsel
20 Award or the Enhancement Payment, only the awarded amounts shall be paid and shall constitute
21 satisfaction of those obligations and full payment thereunder, and any remaining or un-awarded
22 portion of the requested Class Counsel Award and/or the Enhancement Payment shall be allocated
23 to the Settlement Class Members pursuant to the terms of Section 7. To the extent the Court does
24 not approve any or all of the amount of the Class Counsel Award and/or the Enhancement Payment,
25 the Settlement shall remain binding, and this will not be a justification for Plaintiff to withdraw
26 from the Settlement. Plaintiff shall not have the right to revoke the Settlement Agreement if the
27 Court reduces or does not approve the requested Class Counsel Award or the Enhancement
28 Payment, although Plaintiff shall retain the right to appeal any reduction of the Class Counsel

Award or the Enhancement Payment. Any reduction of the amount of the Class Counsel Award and/or the Enhancement Payment by the Court or by an appellate court shall not affect any of the Parties' other rights and obligations under this Agreement.

2.5 Payment And Allocation of the PAGA Penalty Amount. Twenty-five thousand dollars and no cents (\$25,000) (the "PAGA Penalty Amount") will be paid from the Gross Settlement Amount for the settlement, release, and discharge of any and all claims for which penalties under PAGA may be sought or could otherwise be available to Plaintiff and or any member of the PAGA Group as stated in Section 2.9. Pursuant to the express requirements of California Labor Code section 2699(i), the PAGA Penalty Amount shall be allocated as follows: (i) sixteen thousand two hundred and fifty dollars and no cents (\$16,250) (65%) to be paid to the LWDA (the "LWDA Payment"); and (ii) eight thousand seven hundred and fifty dollars and no cents (\$8,750) (35%) (the "PAGA Group Amount") for distribution to the PAGA Group. The LWDA Payment and the PAGA Group Amount shall be paid out of the QSF by the Settlement Administrator fifteen (15) business days after the Effective Date.

2.6 Modification Based on Increase in Workweeks. Defendant has estimated and represented that there are approximately 3,610 workweeks worked by the Class Members through August 26, 2025. Should the total number of Workweeks worked by the Class Members during the Class Period increase by more than ten percent (10%) of this estimation, then the Gross Settlement Amount will increase by the same number of percentage points above ten percent (10%) by which the actual number of Workweeks exceeds 3,610. For example, if the actual number of Workweeks is determined to be twelve percent (12%) higher than 3,610, then the Gross Settlement Amount will be increased by two percent (2%).

2.7 Release of Claims by Plaintiff. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and each of his successors, assigns, legatees, heirs, and personal representatives waive, release, forever discharge, and will not pursue any manner of action, cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise, liability, or remedy of any nature whatsoever (including without limitation any damages, charges, penalties, losses, costs, expenses, and attorneys' fees), whether in law or in equity, under contract, tort or any

1 other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or
2 local, on any grounds whatsoever, arising out of or relating to any acts, facts, omissions or
3 obligations, whether known or unknown, whether foreseen or unforeseen, fixed or contingent,
4 against Defendant or any of the Released Parties for events or circumstances which occurred prior
5 to and up to the date of signing this Settlement Agreement. However, this release shall not apply to
6 claims for workers' compensation benefits, unemployment insurance benefits, pension or
7 retirement benefits, or any other claim or right that cannot be waived or released as a matter of law.
8 In addition, Plaintiff, and each of Plaintiff's successors, assigns, legatees, heirs, and personal
9 representatives, expressly waive and relinquish, to the fullest extent permitted by law, the
10 provisions, rights and benefits of Section 1542 of the California Civil Code, and any other similar
11 provision under federal or state law, which provides:

12 **A general release does not extend to claims that the creditor or releasing party**
13 **does not know or suspect to exist in his or her favor at the time of executing**
14 **the release and that, if known by him or her, would have materially affected**
15 **his or her settlement with the debtor or released party.**

16 Plaintiff agrees that this waiver is an essential and material term of this release and the Settlement
17 that underlies it and that without such waiver the Settlement would not have been accepted.

18 **2.8** Release of Claims by Class Members. Upon the Effective Date and full funding of
19 the Gross Settlement Amount, all Releasing Parties shall waive and forfeit, and be deemed to have
20 fully, finally and forever released and discharged all Released Class Claims arising during the Class
21 Period against all Released Parties.

22 **2.9** PAGA Release. Upon the Effective Date and full funding of the Gross Settlement
23 Amount, Plaintiff and all PAGA Group Members shall, on behalf of themselves and on behalf of
24 the LWDA, waive, release, and forever discharge the Released Parties from the Released PAGA
25 Claims arising during the PAGA Period against all Released Parties.

26 **3. PRELIMINARY APPROVAL PROCESS**

27 **3.1** Amended Complaint. On or about September 30, 2025, Plaintiff submitted a PAGA
28 letter to the LWDA (the "PAGA Letter"). No sooner than sixty-five (65) calendar days after the

1 submission of the PAGA Letter to the LWDA, and provided that the Parties have fully executed
2 the Settlement Agreement, the Parties agree and shall file with the Court a stipulation and proposed
3 order stating that Plaintiff shall be permitted to file an amended complaint (“First Amended
4 Complaint”) on behalf of himself and a Class and a PAGA Group to include Plaintiff’s PAGA
5 allegations as stated in the PAGA Letter for purposes of this Settlement only. Plaintiff shall provide
6 Defendant with a copy of the draft First Amended Complaint along with the joint stipulation and
7 proposed order at least five (5) court days before filing to permit Defendant’s Counsel an
8 opportunity to review and provide recommended revisions. The Parties agree that the First
9 Amended Complaint shall be withdrawn by Plaintiff if the Court does not grant final approval of
10 this Agreement, or if Defendant terminates this Agreement pursuant to Sections 4.6 and 6.1, within
11 five (5) court days of an order denying final approval or notice of termination.

12 **3.2 Preliminary Approval Hearing.** Within thirty (30) calendar days after the execution
13 of this Agreement, Plaintiff shall file a motion for preliminary approval seeking an order from the
14 Court for: (i) conditional certification of the Class for settlement purposes only; (ii) preliminary
15 approval of this Settlement Agreement; (iii) setting a date for the Fairness Hearing; (iv) appointing
16 Plaintiff as class representative for settlement purposes only; and (v) appointing the law firm of
17 Blackstone Law, APC as Class Counsel for settlement purposes only. Defendant will not oppose
18 Plaintiff seeking conditional certification of the Class for settlement purposes only while reserving
19 all rights to object to certification of the Class if the Settlement is not approved. Plaintiff shall
20 provide a copy of the Agreement to the LWDA at the same time that it is submitted to the Court.

21 **3.3 Preliminary Approval of Notice.** Plaintiff and his counsel and Defendant and its
22 counsel agree to cooperate in the drafting of a mutually agreed-upon Class Notice. In conjunction
23 with the motion for entry of the Preliminary Approval Order, Plaintiff shall submit for Court
24 approval the proposed Class Notice. The Preliminary Approval Order shall also provide for the
25 Class Notice to be sent to all Class Members by the Settlement Administrator.

26 **3.4 Preliminary Approval Briefing.** Plaintiff and his counsel and Defendant and its
27 counsel agree to cooperate in the drafting and filing of mutually agreed-upon preliminary approval
28 papers. Class Counsel shall draft the motion for preliminary approval of the Settlement and provide

1 Defendant with a copy of the draft preliminary approval papers at least five (5) court days prior to
2 filing so that Defendant may provide any comments or revisions to the drafts and the Parties
3 mutually agree on its final language. Defendant shall be permitted, but is not required, to file its
4 own briefs in relation to the preliminary approval hearing.

5 **4. NOTICE TO THE CLASS, OBJECTIONS, AND REQUESTS FOR EXCLUSION**

6 **4.1 Delivery of the Class List.** Within ten (10) business days after entry of the
7 Preliminary Approval Order, Defendant shall provide the Class List to the Settlement
8 Administrator.

9 **4.2 Notice.** Within thirty (30) calendar days after entry of the Preliminary Approval
10 Order, the Settlement Administrator shall mail, as mutually agreed to by Plaintiff and Defendant
11 and their respective counsel, the Class Notice via First-Class U.S. Mail to all Class Members for
12 whom it has a valid U.S. Postal address. Each Class Member's Class Notice shall include the
13 estimated number of Workweeks with which the Class Member has been credited.

14 **4.3 Updating of Contact Information in the Class List.** After receiving the Class List and
15 prior to mailing the Class Notice, the Settlement Administrator shall perform a search based on the
16 National Change of Address Database for information to update and correct for any known or
17 identifiable address changes. If the Settlement Administrator determines that a Class Member has
18 more than one address and it cannot reasonably determine which address is the most current, the
19 Settlement Administrator shall mail the Class Notice to all such addresses.

20 **4.4 Re-Mailing of Notice.** Any Class Notice returned to the Settlement Administrator
21 as non-deliverable on or before the Response Deadline shall be sent promptly via First-Class U.S.
22 Mail to the forwarding address affixed thereto. With respect to Class Notices returned to the
23 Settlement Administrator without a forwarding address, the Settlement Administrator shall make
24 an attempt to locate an address by way of skip-trace and promptly re-mail the returned Class Notice
25 via First-Class U.S. Mail.

26 **4.5 Workweek Dispute Procedure.** To dispute the number of Workweeks with which
27 they have been credited, a Class Member must timely submit a Workweek Dispute to the Settlement
28 Administrator by the Response Deadline. The Workweek Dispute may be submitted by U.S. Mail

1 or other delivery service. The submission date is deemed to be, in the case of submission by U.S.
2 Mail or other delivery service, the date the Workweek Dispute is sent, as evidenced by the postmark
3 or other delivery service date stamp. Class Members who timely submit Workweek Disputes may
4 produce evidence to the Settlement Administrator showing that the Workweek information is
5 inaccurate. The Settlement Administrator shall decide the dispute. Defendant's records will be
6 presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the
7 Class Member and will make the final decision as to the merits of the dispute. The Settlement
8 Administrator may ask Defendant to produce additional information regarding the Class Member
9 disputing their credited Workweeks for the purpose of resolving the dispute. Defendant shall
10 provide such information in its possession within seven (7) business days of the Settlement
11 Administrator's request. It is understood and agreed that any decision by the Settlement
12 Administrator shall not operate to increase the Gross Settlement Amount nor the amounts
13 Defendant is required to pay.

14 **4.6 Request for Exclusion Procedures.** Any Class Member wishing to opt out of the
15 Class Settlement must submit by U.S. Mail or other delivery service a written and signed Request
16 for Exclusion to the Settlement Administrator (at the address set forth in the Class Notice)
17 containing all the information required by Section 1.31 of this Agreement, on or before the
18 Response Deadline. The date the Request for Exclusion is sent, as evidenced by the postmark or
19 other delivery service date stamp, shall be the exclusive means to determine whether a Request for
20 Exclusion has been timely submitted. Class Members who submit a timely and valid Request for
21 Exclusion will not be bound by the Class Settlement and will have no standing to object to the
22 Settlement; however, they will be bound by the PAGA Release. As described in Sections 7.2 and
23 7.3, all PAGA Group Members will be entitled to a pro rata share of the PAGA Group Amount
24 regardless of whether they opt out under this Section 4.6. If more than seven (7) Class Members
25 (which is approximately 10% of the Class) timely and validly opt out of the Settlement, Defendant
26 may elect to terminate the Agreement. If Defendant terminates the Agreement under this provision,
27 Defendant will bear any of the already incurred costs of the provision of notice and third-party
28 settlement administration. In such event, this Agreement shall be null and void and have no force

1 or effect.

2 **4.7 Objection Procedures.** To object to the Class Settlement or the Agreement, a
3 Settlement Class Member must submit a valid Objection, by U.S. Mail or other delivery service, to
4 the Settlement Administrator (at the address set forth in the Class Notice) on or before the Response
5 Deadline. The Objection must be signed by the Settlement Class Member and contain all
6 information required by Section 1.20 of this Agreement. The date the Objection is sent, as
7 evidenced by the postmark or other delivery service date stamp, shall be the exclusive means to
8 determine whether an Objection has been timely submitted. If a Class Member intends to speak at
9 the Fairness Hearing, they are encouraged to file a notice of intention to appear with the Court and
10 provide a copy of the notice of intention to appear and their Objection to counsel for both Parties.
11 Notwithstanding the preceding sentence, any Settlement Class Member will be permitted to appear
12 and speak at the Fairness Hearing in order to have an Objection heard by the Court. Class Members
13 who fail to object in the manner specified in this Agreement shall be deemed to have waived all
14 objections to the Agreement and shall be foreclosed from making any objections (whether by appeal
15 or otherwise) to the Settlement.

16 **4.8 Settlement Administration Reports.** The Settlement Administrator shall provide
17 Defendant's Counsel and Class Counsel a weekly report which certifies the number of Class
18 Members who have submitted: (i) Workweek Disputes; (ii) Requests for Exclusion; and (iii)
19 Objections. Additionally, within five (5) calendar days of the Response Deadline, the Settlement
20 Administrator will provide to Defendant's Counsel and Class Counsel a report containing the
21 above-mentioned information ("Final Response Report"). The Settlement Administrator will also
22 provide to counsel for both Parties any updated reports regarding the administration of the
23 Agreement as needed or requested by either Party individually, or by the Parties jointly, subject to
24 the terms of this Agreement.

25 **4.9 Notice Sufficient.** The Parties agree not to engage in any other form of press release,
26 publicity, posting, dissemination, or other communication relating to this Settlement or the Action.

27 **4.10 No Solicitation of Settlement Objections or Exclusions.** The Parties agree that at no
28 time shall any of the Parties or their counsel seek to solicit, persuade, or otherwise encourage Class

Members to submit Objections or Requests for Exclusion, or to appeal from the Court's Final Approval Order and Judgment.

4.11 Certification of Completion. The Settlement Administrator shall provide a written declaration under oath certifying the completion of its notice-related tasks no later than twenty-one (21) calendar days after the Response Deadline.

5. FAIRNESS HEARING; JUDGMENT

5.1 Fairness Hearing and Entry of the Final Approval Order and Judgment. Upon expiration of the deadlines to submit Workweek Disputes, Requests for Exclusion, or Objections to the Agreement as described above, a Fairness Hearing shall be conducted to determine whether the Court should enter a Final Approval Order and Judgment, providing for, among other things, payment of Individual Class Payments and the amounts properly payable for: (i) the Class Counsel Award; (ii) the Enhancement Payment; (iii) the PAGA Penalty Amount; and (iv) all Settlement Administration Costs. Plaintiff shall request that the Fairness Hearing be held approximately one hundred sixty (160) calendar days after entry of the Preliminary Approval Order, subject to the Court's availability. Plaintiff and his counsel and Defendant and its counsel agree to cooperate in the drafting and filing of mutually agreed-upon final approval papers. Class Counsel shall draft the motion for final approval of the Settlement and provide Defendant with a copy of the draft final approval papers at least five (5) court days prior to filing so that Defendant may provide any comments or revisions to the drafts and the Parties mutually agree on its final language. Defendant shall be permitted, but is not required, to file its own briefs in relation to the Fairness Hearing.

5.2 Judgment and Continued Jurisdiction. Pursuant to California Rules of Court, Rule 3.769(h), upon final approval of this Agreement by the Court, the Parties shall present the judgment to the Court for its approval. After entry of the judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Agreement; (ii) Agreement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or applicable law, or as set forth in this Agreement.

5.3 Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Class Settlement by submitting a timely and

1 valid Request for Exclusion shall be bound by all of the terms of the Agreement, including those
2 pertaining to the Released Class Claims, as well as any order that may be entered by the Court if it
3 grants final approval of this Agreement. All Class Members (including each member of the PAGA
4 Group) will be bound by the release of the Released PAGA Claims under the Final Approval Order
5 and Judgment, including any Class Members who have submitted a timely and valid Request for
6 Exclusion. *See Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

7 **6. NULLIFICATION OR MODIFICATION OF AGREEMENT**

8 **6.1 Defendant's Right to Revoke.** Defendant may terminate and withdraw from this
9 Agreement at any time prior to the date the Court's approval of the Agreement becomes "final"
10 (i.e., not subject to appeal or reconsideration) if: (a) the Court construes the Settlement Agreement
11 to make Defendant pay more than the Gross Settlement Amount (subject to Section 2.6), plus any
12 applicable employer-side payroll taxes; (b) the Court makes an order inconsistent with any of the
13 terms of this Agreement; (c) any government department or agency raises objections to the terms
14 in the Settlement or otherwise indicates that it intends to pursue remedies beyond those
15 contemplated by the Settlement; or (d) more than ten (10) Class Members timely and validly opt
16 out of the Class. If Defendant terminates and withdraws under this provision, Defendant will pay
17 all of the Settlement Administrator's then-current costs and fees. In the event that the basis for
18 withdrawal is a Court order as described under (a) and (b) above, Defendant must provide written
19 notice to Plaintiff of its intent to terminate and withdraw within ten (10) calendar days of the
20 relevant order.

21 **6.2 Action Status if Settlement Not Approved.** This Agreement is being entered into for
22 Settlement purposes only. In the event that [1] Defendant invokes its rights under Sections 4.6 or
23 6.1 of this Agreement, [2] the Court conditions its approval of either the Preliminary Approval
24 Order or the Final Approval Order and Judgment on any modifications of this Agreement that are
25 not acceptable to all Parties (including, but not limited to, any modification of the Class or the
26 claims and penalties being released) except for any reduction of the Class Counsel Award or the
27 Enhancement Payment, [3] the Court does not approve the Settlement Agreement or enter the Final
28 Approval Order and Judgment, or [4] the Court's approval of this Agreement does not become

1 “final” for any reason, then this Agreement will be deemed null and void *ab initio*. In that event,
2 (a) the Preliminary Approval Order, and/or Final Approval Order and Judgment, and all of its or
3 their provisions will be vacated by its or their own terms, including, but not limited to, vacating
4 conditional certification of the Class, conditional appointment of Plaintiff as a class representative
5 and conditional appointment of Blackstone Law, APC as Class Counsel, (b) the Action will revert
6 to the status that existed before the execution date of the Memorandum of Understanding of Class
7 and PAGA Settlement, (c) no term or draft of the Memorandum of Understanding of Class and
8 PAGA Settlement or this Agreement contemplated by it, or any part of the Parties’ settlement
9 discussions, negotiations or documentation will have any effect or be admissible into evidence for
10 any purpose in the Action or any other proceeding, and (d) Plaintiff agrees to formally withdraw
11 the First Amended Complaint. If the Court does not approve this Agreement or enter the Final
12 Approval Order and Judgment for any reason, or if the Court’s approval of this Agreement does
13 not become “final” for any reason, Defendant shall retain all its rights to object to the maintenance
14 of the Action as a class and/or representative action, and nothing in the Memorandum of
15 Understanding of Class and PAGA Settlement or this Agreement contemplated by it or other papers
16 or proceedings related to the Memorandum of Understanding of Class and PAGA Settlement or
17 this Agreement contemplated by it shall be used as evidence or argument by any Party concerning
18 whether the Action may properly be maintained as a class and/or representative action.

19 **7. DISTRIBUTION**

20 **7.1 Individual Class Payments Calculations.** The Individual Class Payment is based
21 upon the number of Workweeks each Settlement Class Member worked as a Class Member during
22 the Class Period. Individual Class Payments shall be calculated and apportioned by the Settlement
23 Administrator as follows:

24 (a) The Settlement Administrator shall determine the number of Workweeks
25 during the Class Period for each Settlement Class Member based on the Class List provided by
26 Defendant.

27 (b) The Settlement Administrator shall divide the Net Settlement Fund by the
28 number of Total Workweeks to derive the “Workweek Value.”

1 (c) For each Settlement Class Member, the Settlement Administrator shall
2 multiply the determined number of Workweeks that Class Member worked during the Class Period
3 by the Workweek Value. The resulting figure shall be the “Individual Class Payment” for each such
4 Settlement Class Member.

5 (d) Ten percent (10%) of each Settlement Class Member’s Individual Class
6 Payment will be allocated to settlement of wage claims (the “Wage Portion(s)”). The Wage Portions
7 are subject to tax withholding and will be reported on an IRS W-2 Form. Ninety percent (90%) of
8 each Settlement Class Member’s Individual Class Payment will be allocated to settlement of claims
9 for interest and penalties (the “Non-Wage Portion(s)”). The Non-Wage Portions are not subject to
10 wage withholdings and will be reported on an IRS 1099 Form. Settlement Class Members assume
11 full responsibility and liability for any employee taxes owed on their Individual Class Payment.
12 Defendant will separately pay any applicable employer-side payroll taxes related to the Wage
13 Portions of the Individual Settlement Amounts.

14 **7.2 Distribution of the PAGA Group Amount.** The Settlement Administrator shall
15 divide the PAGA Group Amount by the number of Total Pay Periods to derive the Pay Period
16 Value. For each PAGA Group Member, the Settlement Administrator shall multiply the determined
17 number of Pay Periods that PAGA Group Member worked during the PAGA Period by the Pay
18 Period Value. The resulting figure shall be the “Individual PAGA Payment” for each Class
19 Member.

20 **7.3 Distribution Timing of Individual Class Payments and the PAGA Group Amount.**
21 Individual Class Payments and Individual PAGA Payments shall be paid by check and mailed to
22 Settlement Class Members and PAGA Group Members on or before the fifteenth (15th) business
23 day following the Effective Date. If administratively feasible, the Settlement Administrator will
24 combine into one check a Settlement Class Member’s Individual Class Payment and Individual
25 PAGA Payment.

26 **7.4 Uncashed Settlement Checks.** If any checks mailed to Class Members remain
27 uncashed after the expiration of ninety (90) days, or an envelope mailed to a Class Member is
28 returned and no forwarding address can be located for the Class Member after reasonable efforts

1 have been made (including, but not limited to, skip tracing), then any such funds shall be transmitted
2 to the Settlement Administrator and distributed to the State of California Unclaimed Property Fund
3 in the name of the Class Member or PAGA Group Member. Any Settlement Class Member who
4 fails to timely cash or deposit their check(s) shall remain subject to the terms of the Settlement,
5 including without limitation all releases contained herein, and the Final Approval Order and
6 Judgment from the Court.

7 **7.5 Effect of Cashing or Depositing Checks.** This is not an action filed under the Fair
8 Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), and the Parties agree this is an “opt-out”
9 action under the California Code of Civil Procedure that does not require an “opt-in” procedure to
10 bind Class Members to the terms of the Settlement, which includes the release of Released Class
11 Claims as defined in Sections 1.27 and 2.8. Nevertheless, and without prejudice to this position and
12 without changing the nature of this Action, the Parties agree that Settlement Class Members who
13 cash or deposit an Individual Class Payment check are deemed to “opt-in” to the Settlement. Each
14 Individual Class Payment check to Settlement Class Members shall be affixed with the following
15 language as further notice: “By cashing or depositing this check, I confirm my consent to the
16 Settlement, which includes releasing claims under the Fair Labor Standards Act, 29 U.S.C. § 201
17 *et seq.* (‘FLSA’).”

18 **8. MISCELLANEOUS PROVISIONS**

19 **8.1 Cooperation.** The Parties shall cooperate fully with one another in seeking approval
20 of the Court of this Settlement and to use their respective best efforts to consummate the Settlement
21 and cause the Preliminary Approval Order and Final Approval Order and Judgment to be entered
22 and to become final. The Parties therefore agree to cooperate in good faith to promptly prepare,
23 execute and finalize all Settlement-related documents, seek all necessary Court approvals, and do
24 all other things necessary to consummate the Settlement. No Party to this Agreement shall seek to
25 evade his, her, or its good faith obligations to seek approval and implementation of this Settlement
26 by virtue of any ruling, order, governmental report or other development, whether in the Action, in
27 any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative
28 strengths of the Parties with respect to any claims or defenses or their relative bargaining power

1 with respect to negotiating.

2 **8.2 Further Assurances.** The Parties must execute and deliver any additional papers,
3 documents and other assurances, and must do any other acts reasonably necessary, to perform their
4 obligations under this Settlement Agreement and to carry out its expressed intent. The Parties and
5 their counsel will cooperate with each other and use their best efforts to effect the implementation
6 of this Agreement. If the Parties are unable to reach agreement on the form or content of any
7 document needed to implement this Agreement, or on any supplemental provisions that may
8 become necessary to effectuate the terms of this Agreement, the Parties shall request that the Court
9 to resolve such disagreement.

10 **8.3 Extension of Postmark Deadlines Falling on a Sunday or Federal Holiday.** If the last
11 day for a Class Member to submit any document under this Agreement falls on a Sunday or Federal
12 holiday, the deadline will be extended to the next day on which the U.S. Postal Service is open.

13 **8.4 Exhibits Incorporated by Reference.** The terms of this Agreement include the terms
14 set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth
15 herein. Any Exhibit to this Agreement is an integral part of the Settlement.

16 **8.5 Confidentiality.** Plaintiff and Class Counsel will keep the Settlement Agreement and
17 related documents, and their settlement negotiations (including, but not limited to, the negotiations
18 in the course of mediation), confidential and will not disclose that information to any third party
19 until such time as Plaintiff files the motion seeking entry of the Preliminary Approval Order. If
20 contacted by the media or any third party, Plaintiff and Class counsel shall decline to respond. After
21 Plaintiff and Class Counsel file the motion for Preliminary Approval of the Settlement, they will
22 continue to make no public comments of any kind regarding the Settlement Agreement whether to
23 the press/media or any other third party. At no time (whether before or after Plaintiff files a Motion
24 for Preliminary Approval or an Order is issued), shall Plaintiff and Class Counsel provide or post
25 any public statement (whether via web postings, press releases, other media contact, or otherwise)
26 regarding the Settlement Agreement. After Plaintiff files a Motion for Preliminary Approval, if
27 Plaintiff and/or Class Counsel are contacted by the media or any other third party regarding the
28 Settlement Agreement, they may only advise that the Action has been resolved and refer them to

1 the public filings in the Action and nothing else. Plaintiff and Class Counsel agree that they will
2 not disclose the terms of the Settlement Agreement on any websites or in any other materials not
3 necessary for the facilitation of the Settlement Agreement. Class Counsel may put publicly
4 available information about the Settlement in any description of their experience filed with a court.
5 Plaintiff and Class Counsel agree to maintain the confidentiality of any information exchanged
6 pursuant to the Parties' stipulated protective order and that they will not disclose any settlement or
7 mediation privileged communications. Plaintiff and Class Counsel also agree and acknowledge that
8 any breach of this Section 8.5 may cause irreparable harm or damage to Defendant that is difficult
9 to ascertain, and thus Plaintiff and Class Counsel agree that any proven breach of this Section 8.5
10 shall give Defendant the right to obtain injunctive or other applicable equitable relief, in addition
11 to any other remedies available in law or equity.

12 **8.6** Grammar. The neuter form of a pronoun shall be considered to include within its
13 meaning the masculine and feminine forms of the pronoun, and vice versa.

14 **8.7** No Conflict Intended. Any inconsistency between this Settlement Agreement and
15 the attached Exhibits will be resolved in favor of this Settlement Agreement.

16 **8.8** Headings and Formatting of Definitions. The various headings used in this
17 Settlement Agreement are solely for the Parties' convenience and may not be used to interpret this
18 Settlement Agreement. The headings and the formatting of the text in the definitions do not define,
19 limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

20 **8.9** Interim Stay of Proceedings. The Parties agree to refrain from further litigation of
21 the Action, except such proceedings necessary to implement and obtain entry of the Final Approval
22 Order and Judgment. The Parties further agree that the mutual, voluntary cessation of litigation
23 shall terminate if the motion for entry of the Preliminary Approval Order or the Final Approval
24 Order and Judgment are denied by the Court.

25 **8.10** No Injunctive Relief Against Defendant. As part of this Settlement Agreement,
26 Defendant shall not be required to enter any consent decree, nor shall Defendant be required to
27 agree to any provision of injunctive relief.

28 **8.11** Waiver of Appeal. The Parties, their respective counsel, and all Settlement Class

Members who did not object to the Settlement as provided in this Settlement Agreement, agree to waive appeals of the Final Approval Order and Judgment so long as such order is consistent with the material terms of this Agreement. This waiver does not include any waiver of the right to oppose motions, writs, or appeals.

8.12 Class List. Within six (6) months after the Effective Date and completion of the administration, or in the event the Settlement is terminated pursuant to Section 4.6 or 6.1, all originals, copies, documents, transcriptions, iterations, or drafts of the Class List or any portion thereof, including any updated Class Member contact information obtained via, e.g., the National Change of Address database, shall be returned to Defendant and/or deleted by the Settlement Administrator.

8.13 Entire Agreement. This Agreement and any attached Exhibits constitutes the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

8.14 Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and, if after entry of the Preliminary Approval Order, also as approved by the Court.

8.15 Real Party in Interest. In executing this Settlement Agreement, the Parties warrant and represent that they, including Plaintiff in his representative capacity on behalf of the Class, PAGA Group and all others alleged to be similarly situated, are the only persons having any interest in the claims asserted in the Action. Neither these claims, nor any part of these claims, have been assigned, granted, or transferred in any way to any other persons.

8.16 Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Party whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement.

8.17 Voluntary Agreement. The Parties have negotiated the Settlement at arms-length and in good faith, with assistance from Allison Eckstrom, a respected mediator, and have executed

1 this Settlement Agreement knowingly, voluntarily, and without duress or undue influence.

2 **8.18 Dispute Resolution.** The Parties agree to have mediator Allison Eckstrom seek to
3 resolve any and all disputes that may arise in connection with interpreting the terms of this
4 Settlement Agreement. In the event mediator Eckstrom is unavailable, the Parties shall cooperate
5 in good faith to identify another mediator. Defendant and Class Counsel shall split equally and pay
6 for any mediator fees and costs associated with seeking mediator assistance pursuant to this Section
7 8.18. Under no circumstances shall any mediator fees or costs incurred pursuant to this Section 8.18
8 be taken out of the Gross Settlement Amount.

9 **8.19 Cooperation and Drafting.** The Parties have cooperated in the drafting and
10 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
11 not be construed against any of the Parties.

12 **8.20 Change of Time Periods.** All time periods and dates described in this Settlement
13 Agreement are subject to the Court's approval. These time periods and dates may be changed either
14 by the Court or by the Parties' written agreement without notice to the Class.

15 **8.21 Binding on Successors and Assigns.** This Agreement shall be binding upon and
16 inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators,
17 successors and/or assigns.

18 **8.22 California Law Governs.** All terms of this Agreement and Exhibits hereto shall be
19 governed by and interpreted according to the laws of the State of California.

20 **8.23 Execution and Counterparts.** This Agreement may be executed in counterparts
21 which shall be deemed to be part of one original, and facsimile and electronic image copies of
22 signatures (including by PDF, DocuSign, or any electronic signature complying with the U.S.
23 federal ESIGN Act of 2000) or other transition method shall be equivalent to original signatures.

24 **8.24 Enforceability.** The Parties intend this to be a binding, enforceable and admissible
25 settlement agreement under California Code of Civil Procedure section 664.6 and California
26 Evidence Code section 1123(b).

27 **8.25 Inadmissibility.** This Settlement Agreement, whether approved or not approved,
28 revoked, or made ineffective for any reason, and any proceedings related to this Settlement and any

1 discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing
2 whatsoever and shall not be offered as evidence of any liability or wrongdoing in any Court or other
3 tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this
4 Settlement Agreement, nor any proceedings taken pursuant to it, shall be construed, offered or
5 received in evidence as an admission, concession or presumption that class certification is
6 appropriate, except as to a conditional class certification for purposes of settlement only to the
7 extent necessary for the consummation of this Agreement.

8 **8.26 Agreement Constitutes a Complete Defense.** To the extent permitted by law, this
9 Settlement Agreement may be pled as a full and complete defense to any action, suit, or other
10 proceedings that may be instituted, prosecuted or attempted against the Released Parties contrary
11 to any releases contained herein, including the release of the Released Class Claims and the
12 Released PAGA Claims.

13 **8.27 Defendant's Position/Rights.** Defendant states it has acted lawfully at all times and
14 its policies and practices have been lawful, fair and consistent with all relevant laws, rules, and
15 regulations. Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution,
16 injunctive relief and all other forms of relief as well as the class allegations asserted in the Action.
17 To the extent this Agreement is deemed void, Defendant does not waive, but rather expressly
18 reserves, all rights to challenge all such claims and allegations in the Action upon all procedural
19 and factual grounds, including without limitation the ability to challenge class, collective, and
20 representative action treatment on any grounds, as well as asserting any and all other potential
21 defenses or privileges. Plaintiff and his counsel agree that Defendant retains and reserves these
22 rights and all available defenses. Specifically, Plaintiff and his counsel agree not to argue or present
23 any argument that, in the event this Agreement is not approved in full, Defendant could not on any
24 grounds it chooses oppose any class or collective certification motion, file a motion for de-
25 certification, contest any class action or collective certifications, or assert any and all other potential
26 defenses and privileges if any or all of the Action were to proceed. Plaintiff and his counsel hereby
27 waive such arguments and agree they will not take a position contrary to this provision.

28 **8.28 No Admission of Liability.** Nothing in the Memorandum of Understanding of Class

1 and PAGA Settlement or the Settlement Agreement may be construed as an admission or
2 concession on any point of fact or law by or against any Party.

3 (Continued on the following page.)
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SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF GLEN FERRELL

Glen Ferrell

Dated: 04/21/2026

Glen Ferrell

DEFENDANT BIONANO GENOMICS, INC.

Dated: _____

Erik Holmlin, PhD, President and CEO

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APPROVED AS TO FORM AND CONTENT:

Dated: _____

COOLEY LLP

By: _____
Summer J. Wynn

Attorneys for Defendant

Dated: _____

BLACKSTONE LAW, APC

By:  _____
Barbara DuVan-Clarke

Attorneys for Plaintiff

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SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF GLEN FERRELL

Dated: _____
Glen Ferrell

DEFENDANT BIONANO GENOMICS, INC.

Dated: April 22, 2026
R. Erik Holmlin
Erik Holmlin, PhD, President and CEO

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated: April 22, 2026

COOLEY LLP

4
5 By: 
Summer J. Wynn

6 Attorneys for Defendant

7
8 Dated: _____

BLACKSTONE LAW, APC

9
10 By: _____
Barbara DuVan-Clarke

11 Attorneys for Plaintiff

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

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO**
10

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

13 Plaintiff,

14 v.

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

17 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: [DATE]

Trial Date: Not Set Yet

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

24 **FINDINGS:**

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

28 2. The Court determines there is sufficient evidence to suggest that the Agreement

(including the Enhancement Payment, Class Counsel Award, Settlement Administration Costs, PAGA Penalty Amount, and Individual Class Payments) falls within the range of possible approval that could ultimately be given final approval by this Court as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Final Approval Hearing (referred to in the Agreement as the “Fairness Hearing”). More specifically, the Court finds on a preliminary basis that:

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

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

(c) 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 prosecution of this class action.

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

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

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

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

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

20 5. Pursuant to Labor Code section 2699, subdivision (l)(2), the Court notes that
21 Plaintiff provided a copy of the Agreement to the LWDA at the same time that Plaintiff provided
22 it to the Court, and the Court has reviewed the Settlement’s provisions relating to the settlement of
23 claims under the California Private Attorneys General Act of 2004 (“PAGA”). The Court
24 tentatively finds that the payment of twenty-five thousand dollars and no cents (\$25,000) for
25 settlement of any and all claims for which civil penalties under PAGA may be sought or are
26 otherwise available (the “PAGA Penalty Amount”) is fair and adequate. Further, the Court
27 tentatively finds that the PAGA Penalty Amount satisfies the requirements of California Labor
28 Code section 2699, subdivision (i) because \$16,250 (65%) of the PAGA Penalty Amount is

1 allocated to the LWDA for the enforcement of labor laws and education of employers and \$8,750
2 (35%) is allocated for distribution to the PAGA Group.

3 **IT IS ORDERED THAT:**

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

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

16 **3. Appointment of Class Representative and Class Counsel.** Plaintiff Glen Ferrell
17 is conditionally appointed as the class representative to implement the Parties’ Settlement in
18 accordance with the Agreement. Jonathan Genish, Barbara DuVan-Clarke, Danielle GruppChang,
19 Melissa Rodriguez, and Annabel Blanchard of Blackstone Law, APC are conditionally appointed
20 as Class Counsel. Class Counsel is conditionally authorized to act on behalf of the Class with
21 respect to all acts or consents required by, or which may be given, pursuant to the Settlement, and
22 such other acts necessary to finalize the Settlement Agreement and its terms. Any Class Member
23 may enter an appearance through his or her own counsel at such Class Member’s own expense.
24 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
25 represented by Class Counsel for settlement purposes only. Plaintiff and Class Counsel must fairly
26 and adequately protect the Class’s interests.

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

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

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

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

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

1 to the Agreement.

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

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

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

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

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

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

16
17 DATED: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT B
NOTICE OF PROPOSED SETTLEMENT TERMS

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

BACKGROUND INFORMATION.....	X
1. Why did I get this notice?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a Settlement?	
5. How do I know if I am part of the Settlement?	
6. I'm still not sure if I am included.	
THE PROPOSED SETTLEMENT	X
7. What relief does the Settlement provide to the Class Members?	
PAYMENT TO THE CLASS.....	X
8. How can I get a payment?	
9. When will I get a payment?	
10. What if I disagree with the calculation regarding my estimated Settlement amount?	
11. If I receive a Settlement payment, will I have to pay taxes on it?	
12. No retaliation or discrimination.	
THE LAWYERS IN THIS CASE AND THE PLAINTIFF	X
13. Do I have a lawyer in this case?	
14. How will the lawyers be paid?	
15. Will the Plaintiff receive any compensation for their efforts in bringing this Action?	
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?	
HOW TO OBJECT TO THE SETTLEMENT	X
18. How do I tell the Court that I do not like the Settlement?	
19. What is the difference between excluding myself and objecting to the Settlement?	
FAIRNESS HEARING.....	X
20. What is the Fairness Hearing?	
21. When and where is the Fairness Hearing?	
22. May I speak at the hearing?	
ADDITIONAL INFORMATION.....	X
23. How do I get more information?	
24. What if my address or other information has changed?	

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.**

EXHIBIT C
[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AGREEMENT AND RELEASE

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 COUNTY OF SAN DIEGO

3
4 GLEN FERRELL, individually, and on behalf
of other similarly situated employees,

5
6 Plaintiff,

7 v.

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

9 Defendant.
10

Case No. 25CU003686C

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Complaint Filed: January 22, 2025

First Amended Complaint Filed: [DATE]

Trial Date: Not Yet Set

11 On _____, this Court heard the Motion for Final Approval of class
12 action settlement as filed by Plaintiff Glen Ferrell (the “Plaintiff”). This Court reviewed: (a) the
13 motion and the supporting papers, including the Class and Representative Action Settlement
14 Agreement and Release (the “Agreement,” “Settlement,” or “Settlement Agreement”), (b) any
15 Objections filed with or presented to the Court, (c) the Parties’ responses to any Objections, and
16 (d) counsels’ arguments. Based on this review and the findings below, the Court finds good cause
17 to GRANT the motion.

18 1. Unless otherwise specified, defined terms in this Order Granting Final Approval of
19 Class and Representative Action Settlement Agreement and Release (the “Final Approval Order”)
20 shall have the same definitions as used in the Settlement Agreement.

21 2. The Court finds that the Settlement was entered into in good faith, that it is fair,
22 reasonable and adequate, and that it satisfies the standards and applicable requirements for final
23 approval of this class action settlement under California law, including the provisions of California
24 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

25 3. With respect to the Settlement Class and for the purpose of approving the
26 Settlement only, this Court finds and concludes that: (a) the Class Members are ascertainable and
27 so numerous that joinder of all members is impracticable, (b) there are questions of law or fact
28 common to the Class Members, and there is a well-defined community of interest among Class

Members with respect to the subject matter of the claims in the litigation, (c) Plaintiff's claims are typical of the claims of the Class Members, (d) Plaintiff has fairly and adequately protected the interests of the Settlement Class Members, (e) a class action is superior to other available methods for an efficient adjudication of this controversy, and (f) the counsel of record for Plaintiff, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their individual and representative capacities and for the Settlement Class.

4. The Parties adequately performed their obligations under the Agreement.

5. Notice was provided to the putative Class Members in compliance with Section 4 of the Settlement Agreement, California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law. The notice: (i) fully and accurately informed putative Class Members about the lawsuit and Settlement, (ii) provided sufficient information so that putative Class Members were able to decide whether to accept the benefits offered, opt out and pursue their own remedies, or object to the proposed Settlement, (iii) provided procedures for putative Class Members to file written Objections to the proposed Settlement, to appear at the hearing, and to state Objections to the proposed Settlement, and (iv) provided the time, date and place of the Fairness Hearing.

6. The Gross Settlement Amount and the means of distributing the Net Settlement Fund to Settlement Class Members are fair and reasonable in light of the nature of this case.

7. Class Counsel has provided services and benefits to absent Class Members and expended efforts and resources to secure the benefits and is thus entitled to the requested attorneys' fees and costs as ordered by the Court.

8. Plaintiff prosecuted this lawsuit, worked with counsel, undertook the risks associated with litigation, acted to protect the Class' interests, and conferred a benefit on absent Class Members, and is thus entitled to receive an enhancement award.

9. The designated Settlement Administrator, Apex Class Actions, LLC, rendered services, and will continue to render services, in connection with administering the claims and settlement process, and is thus entitled to its requested administration fees.

1 **10.** An award of \$103,250 in attorneys' fees and \$[REDACTED] in costs to Class Counsel
2 is fair and reasonable in light of the nature of this case, Class Counsel's experience and efforts in
3 prosecuting this action, and the benefits obtained for the Class.

4 **11.** An enhancement payment to Plaintiff in the amount of \$10,000 is fair and
5 reasonable in light of: (a) Plaintiff's risks (including financial and professional) in commencing
6 this action as the class representative, (b) the time and effort spent by Plaintiff in litigating this
7 action as the class representative, and (c) Plaintiff's broader, general release of claims.

8 **12.** Payment of \$[REDACTED] to Apex Class Actions, LLC for its services as the Settlement
9 Administrator is fair and reasonable.

10 **13.** Pursuant to California Labor Code section 2699, subdivision (l)(2), the Court
11 approves of the Settlement's provisions relating to settlement of claims under the Private Attorneys
12 General Act of 2004, Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff provided a copy of
13 the Settlement Agreement to the California Labor and Workforce Development Agency
14 ("LWDA") at the same time that Plaintiff provided it to the Court. Payment of \$25,000 for
15 settlement of any and all claims for which civil penalties under PAGA may be sought or are
16 otherwise available (the "PAGA Penalty Amount") is fair and adequate. The PAGA Penalty
17 Amount satisfies the requirements of California Labor Code section 2699, subdivision (i) because
18 \$16,250 (65%) of the PAGA Penalty Amount is allocated to the LWDA for the enforcement of
19 labor laws and education of employers, and \$8,750 (35%) is allocated for distribution to all Class
20 Members.

21 **IT IS ORDERED THAT:**

22 **1. Settlement Class Members.** The Class Members are defined as: "All current and
23 former non-exempt employees who worked for Defendant in California at any time between
24 January 22, 2021 and [REDACTED], who have not executed separation and general release agreements."
25 Excluded from the Settlement Class are those putative Class Members who submit a timely and
26 valid Request for Exclusion.

27 **2. Binding Effect of Final Approval Order.** This Final Approval Order applies to
28 all claims or causes of action settled under the Settlement Agreement, including any claims under

PAGA, and binds all Settlement Class Members. Except with respect to claims under PAGA, this Final Approval Order does not bind persons who filed timely and valid Requests for Exclusion. Attached as “Exhibit A” hereto is a list of persons who properly requested to be excluded from the Settlement. Notwithstanding the submission of any timely and valid Requests for Exclusion, all PAGA Group Members are bound by the PAGA Release under this Final Approval Order and Judgment. *See Arias v. Super. Ct.*, 46 Cal. 4th 969 (2009).

3. Plaintiff’s Release. Plaintiff is deemed to have released and discharged the entities and claims as described in Section 2.7 of the Settlement Agreement.

4. Class Member Release. Plaintiff and all Settlement Class Members who did not properly request exclusion are: (1) deemed to have released and discharged the Released Parties from all Released Claims under the Settlement Agreement, and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these Released Claims. The full and complete terms of the releases described in this paragraph are set forth in Sections 1.27, 1.28, 2.7, 2.8, and 2.9 of the Settlement Agreement. Section 2.7 is applicable only to Plaintiff.

5. PAGA Release. Plaintiff and all PAGA Group Members shall on behalf of themselves and on behalf of the State of California forever discharge, waive and release the Released Parties from any and all claims or action for civil penalties under PAGA during the PAGA Period based on or arising out of the factual allegations of the Complaint, First Amended Complaint, and/or PAGA Letter sent by Plaintiff to the LWDA, including without limitation any and all claims under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2800, 2802, and the applicable Industrial Commission Wage Orders. The full and complete terms of the release described in this paragraph are set forth in Sections 1.28 and 2.9 of the Settlement Agreement.

6. Class Relief. Defendant Bionano Genomics, Inc. (the “Defendant”), or the Settlement Administrator on Defendant’s behalf, will distribute the Net Settlement Fund to the Settlement Class Members. The distribution shall be in accordance with the instructions and timeline set forth in Section 7 of the Settlement Agreement.

1 **7. Attorney's Fees and Costs.** Class Counsel is awarded \$103,250 total in fees and
2 \$[REDACTED] in costs. Defendant or the Settlement Administrator on Defendant's behalf must pay
3 Class Counsel this amount according to the timeline set forth in Section 2.2 of the Settlement
4 Agreement.

5 **8. Enhancement Payment.** Plaintiff is awarded \$10,000 as an enhancement payment.
6 Defendant or the Settlement Administrator on Defendant's behalf must pay Plaintiff this amount
7 according to the timeline set forth in Section 2.3 of the Settlement Agreement.

8 **9. Payment of Settlement Administration Costs.** Payment of \$[REDACTED] shall be made
9 to Apex Class Actions, LLC for its services as the Settlement Administrator as set forth in the
10 Settlement Agreement.

11 **10. Final Accounting Report.** A Party or the Parties shall file a report from the
12 Settlement Administrator concerning the amount of money distributed pursuant to the Settlement,
13 and this report shall be filed no later than [REDACTED].

14 **11. Judgment.** The Court finds that there is no reason for delay and directs the Clerk
15 to enter judgment in accordance with the terms of this Order as of the date of this Order.

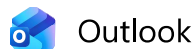
16 **12. Copy to LWDA.** Within ten (10) days of entry of this Final Approval Order and
17 Judgment, Plaintiff shall provide a copy of this Final Approval Order and Judgment to the LWDA,
18 pursuant to California Labor Code section 2699, subdivisions (1)(3) & (4).

19 **13. Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
20 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over
21 this action and the Parties until final performance of the Settlement Agreement.

22
23
24 DATED: _____

25 JUDGE OF THE SUPERIOR COURT
26
27
28

EXHIBIT 4



Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Fri 7/24/2026 12:47 PM

To Bany Funez <bfunez@blackstonepc.com>

[External Email].

07/24/2026 12:47:27 PM

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

Item submitted: Proposed Settlement

On 07/24/2026 12:47:27 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1128846-25

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: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)