

Tae Kim (SBN 210465)
Dawn Collins (SBN 193447)
COLLINS KIM LLP
8383 Wilshire Blvd., Suite 800
Beverly Hills, C/A 90211
Tel: (213) 341-0238 / Fax: (213) 341-0239

Attorneys for Plaintiffs
Adam Badis and Angelica Reyes

[Additional counsel listed on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ADAM BADIS, ANGELICA REYES, and
MONICA MELISSA GUTIERREZ,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

COPAN DIAGNOSTICS INC., a New York
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CVRI2203991

[Assigned for all purposes to the Hon. Harold
W. Hopp, Dept. 1]

**DECLARATION OF TAE KIM IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: December 5, 2024

Time: 8:30 a.m.

Dept: 1

Additional Counsel

Edwin Aiwarzian (SBN 232943)
Vartan S. Madoyan (SBN 279015)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Adam Badis and Angelica Reyes, Plaintiffs

James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff MONICA MELISSA GUTIERREZ,
Individually and on behalf of all others similarly situated

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1 notices were mailed on September 28, 2023. Plaintiffs and their counsel conducted an extensive
2 investigation into the claims alleged, including lengthy and numerous conversations with
3 Plaintiffs, spoke with numerous additional putative class members identified after the mailing of
4 the Belaire-West notices, performed legal research, and engaged in informal discovery with
5 Defendant.

6 4. Defendant produced hundreds of pages of relevant wage and hour policy
7 documents, a representative sampling of the time and payroll records for the Class Members, as
8 well as other employment data such as dates of employment, and employee and workweek/pay
9 period counts. Plaintiffs Badis and Reyes' expert consultant analyzed the time and payroll
10 records, and prepared an exposure analysis, which assisted the Badis and Reyes Plaintiffs'
11 counsel in preparing a damages model prior to the mediation.

12 **MEDIATION EFFORTS**

13 5. On January 17, 2024, Defendant and Badis and Reyes Plaintiffs participated in
14 private mediation with professional neutral mediator Lisa Klerman, Esq. The settlement
15 negotiations were at arm's length and, although conducted in a professional manner, were
16 adversarial. The parties went into the mediation willing to explore the potential for a settlement
17 of the dispute, but each side was also prepared to litigate their position through trial and appeal if
18 a settlement had not been reached. After extensive negotiations and discussions regarding the
19 strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, a settlement was
20 reached by the parties by way of a mediator's proposal the following week. Shortly thereafter,
21 Copan informed Badis and Reyes counsel that there may be overlap between the two pending
22 Gutierrez actions with the Badis and Reyes class action. Badis and Reyes Plaintiffs' counsel
23 reached out to Gutierrez Plaintiff's counsel to discuss the scope of the overlap. Plaintiffs'
24 counsels then agreed to a second mediation session with Ms. Klerman, which took place on
25 April 5, 2024. While the Gutierrez cases did not settle during the mediation, a settlement was
26 ultimately reached by way of a mediator's proposal the following week. Settlement terms of
27 both the Badis & Reyes and Gutierrez cases are embodied in the Joint Stipulation re: Class
28 Action Settlement ("Settlement"), a true and correct copy of which is attached as **Exhibit 1**.
Spanish versions of Exhibits C through E are appended thereto.

1 Plaintiff Reyes, who had a separate action for disability discrimination against Copan, resolved
2 those claims.

3 6. Class Counsels have conducted a thorough investigation into the facts of this case.
4 Based on the foregoing document exchange and their own independent investigation and
5 evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate.
6 Furthermore, in light of all known facts and circumstances, the risk of significant delay, trial
7 risk, appellate risk, the defenses that could be asserted by Defendant both to certification and on
8 the merits, the settlement is in the best interests of the Settlement Class Members. The
9 settlement negotiations were at arm's length and, although conducted in a professional manner,
10 were adversarial. The Parties went into mediation willing to explore the potential for a
11 settlement of the dispute, but each side was also prepared to litigate its position through trial and
12 appeal if a settlement had not been reached. During mediation, Ms. Klerman discussed the
13 merits and risks of the claims and defenses. Based on Plaintiffs' counsel's investigation,
14 extensive informal discovery, and consultant analysis, we were able to act intelligently and
15 effectively in negotiating the proposed settlement.

16 7. There are approximately 332 Class Members who worked approximately 31,142
17 workweeks during the Class Period, and 239 Aggrieved Employees who worked approximately
18 7,106 pay periods during the PAGA Period. There were 283 terminated employees during the
19 three-year period prior to the filing of this Action. If the Settlement is approved, the recovery
20 range for Settlement Class Members is \$22.68 to \$7,077.66. The Aggrieved Employee
21 settlement recovery range is \$0 to \$31.38. Each Settlement Class Member is eligible to receive
22 an average net benefit of approximately \$2127.86. Considering that the Class Members' average
23 hourly rate is \$20.76 the average net benefit is approximately 102.5 hours of work.

24 **EXPOSURE ANALYSIS**

25 8. Plaintiffs estimated the maximum theoretical exposure to be in the range of
26 approximately \$4,593,900.00. This was based on the following calculations:

27 **Overtime and Unpaid Wages**

28 Based on the average rate of pay at \$20.76 and expert analysis of the time records for

1 unpaid time, unpaid overtime was valued at approximately \$221,650.00. This amount was
2 calculated by reviewing the actual time punch data sample and comparing that data with the pay
3 data to calculate overtime worked that was not paid at the legally required overtime rate of pay,
4 and extrapolating that amount to the rest of the data. Badis and Reyes Class Counsel's expert
5 consultant further identified shifts for which a shift differential would apply and estimated
6 underpaid wages based on the failure to pay the shift differential. This claim was highly
7 contested by Defendant and its counsel. They deny that shift differentials were promised.

8 Meal and Rest Breaks

9 Plaintiffs' theory is that due to high pressure work demands and production demands,
10 Plaintiffs and the putative class members were deprived of their meal and rest breaks. Expert
11 analysis of the available 33% of the time data found a range of meal period violation rates
12 ranging from 7.32% to 94% depending on the department. Based on actual time punch data
13 analyses of the data sample, Plaintiffs' expert then extrapolated that amount to the rest of the
14 class, and meal period exposure was calculated at \$581,295. Theoretical rest break exposure
15 was estimated at \$2,296,837.00, by assuming 100% violation rates for each rest break eligible
16 shift of 3.5 hours or longer.

17 Waiting Time Penalties

18 Plaintiffs' consultant estimated approximately \$895,000 in waiting time penalties. This
19 amount was calculated by multiplying the number of terminated employees by the average
20 hourly rate of pay, by the maximum 30 day penalty.

21 9. The Settlement obviates the significant risk that this Court may deny certification
22 of all or some of Plaintiffs' claims. Furthermore, even if Plaintiffs obtained certification,
23 continued litigation would be expensive, involving a trial and possible appeals, and would
24 substantially delay and reduce any recovery by Class Members. While Plaintiffs are confident in
25 the merits of the case, a legitimate controversy exists as to each cause of action. Specifically,
26 Plaintiffs contend that due to the nature of Class Members' work, they were consistently denied
27 the opportunity to take timely and uninterrupted meal and rest periods. On the other hand,
28 Defendant denies the allegations set out by Plaintiffs and opposes the merits of this action. First,

1 Defendant asserts that it complied with all of its compensation obligations, and therefore, that
2 Plaintiffs and other Class Members were paid all wages owed. Second, Defendant asserts that it
3 complied with all of its meal period and rest break obligations, had appropriate and compliant
4 policies in place, and thus, that Plaintiffs and other Class Members were provided the
5 opportunity to take all meal periods and rest breaks to which they were entitled. Third,
6 Defendant asserts that it indemnified Plaintiffs and other Class Members for any and all
7 necessary business expenses they incurred, and therefore, that Plaintiffs and other Class
8 Members suffered no actual damage or harm from unreimbursed expenses. Fourth, Defendant
9 asserts that it provided Plaintiffs with accurate wage statements, and therefore, that Plaintiffs and
10 other Class Members suffered no actual damage or harm from any inaccurate wage statements.
11 Fifth, Defendant asserts that Plaintiffs cannot prove Defendant willfully failed to pay all final
12 wages at the time of termination, and thus, that Plaintiffs and other Class Members are not
13 owed waiting time penalties. Sixth, Defendant denies derivative liability on these bases,
14 asserting that it did not engage in any unfair business practices and is not liable under the
15 PAGA. Last, Defendant denies that Plaintiffs' causes of action are proper for class treatment.

16 10. Plaintiffs recognize that proving the amount of wages due to each Class Member
17 would be expensive, time-consuming, and uncertain. In contrast, if the Court approves the
18 Settlement, Class Members will receive timely relief and avoid the risk of an unfavorable
19 judgment. The Gross Settlement Award accounts for nearly 27% of the high estimate of
20 exposure in this case, which is an excellent result in light of the uncertainties and defenses.

21 **CLASS COUNSEL EXPERIENCE**

22 11. I have been a practicing attorney in California since 2000 and I am admitted to
23 practice in the State of California and multiple federal district courts. I have been a civil litigator
24 my entire career and have practiced employment law exclusively, including litigating wage-and-
25 hour class actions, since 2000. Until 2018, my practice was almost entirely defense-side
26 employment work as I was a partner at the national employment firm of Ogletree Deakins. In
27 2019, along with my law partner Dawn Collins, who was also my partner at Ogletree Deakins, I
28 founded the employment firm COLLINSKIM LLP. Part of our practice includes representing

1 plaintiffs in contingency litigation focusing on plaintiff-side employment cases and wage and
2 hour class actions. Both Dawn Collins and I have extensive experience litigating California
3 wage and hour class actions. While the majority of our class action experience over that last
4 twenty-plus years has been on the defense-side, that experience has afforded us a unique vantage
5 point for critical analysis of claims and defenses, including those in the instant Action. We have
6 extensive experience in all phases of PAGA and class action litigation including pre-trial
7 pleadings and motions, discovery, expert retention and data analysis, mediation, certification
8 procedures, and class settlement. We are currently litigating five other wage and hour class
9 actions and PAGA actions on behalf of putative classes of employees, including the instant
10 Action. The following list, although not exhaustive, is a sampling of some of the other class
11 actions and PAGA actions myself and my law partner have litigated in federal and state courts:
12 *Anderson v. DaVita*, Los Angeles County Superior Court, case no. BC388335 (filed April 2008);
13 *Lockett v. DaVita*, Los Angeles County Superior Court, case no. BC399743 (filed September
14 2008); *Javier v. DaVita*, Los Angeles County Superior Court, case no. BC400811 (filed October
15 2008); *Petty v. DaVita*, Los Angeles County Superior Court, case no. BC404459 (filed
16 December 2008); *Guzman and Morales v. DIRECTV*, Los Angeles County Superior Court, case
17 no. 410983 (filed April 2009) ; *Castaneda v. The Ensign Group, Inc. and Ensign Facility*
18 *Services, Inc.*, San Luis Obispo Superior Court, case no. CV110466 (filed Nov. 2012);
19 *Valladares v. Insomniac Inc.; Live Nation Worldwide, Inc.*, United States District Court, Central
20 District of California, case no. EDCV-14-0706-VAP (DTBx) (filed March 2014); *Vitale v.*
21 *Celadon Trucking Services, Inc.*, Los Angeles County Superior Court, case no. BC6583278
22 (filed May 2015); *Cuellar v. Towne Park*, Riverside County Superior Court, case no.
23 PSC1600142 (filed January 2016); *Torres v. James Hardie Building Products, Inc.*, United
24 States District Court, Central District, case no. 5:16-cv-00138-DSF-KK (filed January 2016);
25 *Fernandez v. Suburban Propane LP*, Fresno County Superior Court, case no. 16CECG00418
26 (filed February 2016); *Calhoun v. Celadon Trucking Services, Inc.*, United States District Court,
27 Central District, case no. 5:16-cv-01351 PSG (FFMx) (filed April 2016); *Van Den Hende and*
28 *Schroeder v. DPI Specialty Foods, Inc., et al.*, San Bernardino Superior Court, case no.

1 CIVRS1304516 (filed June 2016); *Real v. St. Jude Medical, Inc.*, Los Angeles County Superior
2 Court, case nos. BC637777 and BC649403 (filed October 2016); *Sosa v. Dr. Pepper Snapple*
3 *Group*, Los Angeles County Superior Court, case no. BC649424 (filed February 2017); *Hall v.*
4 *SpaceNK Retail Holdings LLC*, Los Angeles County Superior Court, case no. 20STCV05059
5 (filed February 2020); *Kawata v. Boeing*, Los Angeles County Superior Court, case no.
6 19STCV11220 (filed April 2019) (pending; partial class certification granted following
7 contested motion); *Hinojosa v. Permanent General Companies, Inc.*, Los Angeles County
8 Superior Court, case no. CIVSB2135124; *Leighton v. The RealReal, Inc.*, Los Angeles Superior
9 Court, case no. 21STCV11208 (filed March 23, 2021); *Hughes v. 4400 WE Technologies, Inc.*,
10 Los Angeles County Superior Court, case no. 21STCV45026 (filed December 2021); and
11 *Morales v. Mastroianni Family Enterprises, LD.*, Orange County Superior Court Case No. 30-
12 2022-01286355-CU-OE-CJC (filed October 2022).

13 12. The Settlement also provides for an enhancement award to Plaintiffs in an amount
14 up to \$7,500.00 per Plaintiff Badis and Plaintiff Reyes. This payment is intended to recognize
15 Plaintiffs' substantial effort and risk in assisting with the prosecution of this Action on behalf of
16 the class. Throughout this litigation, Plaintiffs cooperated with counsel and took actions to
17 protect the interests of the class. Both Plaintiffs provided valuable information regarding the
18 working conditions that formed the basis of this Action, participated in several discussions
19 regarding the nature of claims, participated in mediation, and were available to provide
20 additional information and ask questions as needed throughout the litigation. Recovery provided
21 for in the Stipulation would not have possible without Plaintiffs' active participation and
22 interests in this case. Plaintiffs faced many risks in bringing this case as a class action. Because
23 of their efforts, the Class Members will have the opportunity to participate in a settlement and
24 recover for payment for wage and hour violations they may have never known about or been
25 willing to pursue on their own. The requested enhancement award is therefore reasonable to
26 compensate Plaintiffs for their active participation in this lawsuit.

27 13. Here, pursuant to the Joint Stipulation, the Class Counsel award is 33% of the
28 Gross Settlement Award (or \$408,550.50) and up to \$55,000 in costs, which is reasonable.

1 Plaintiffs' counsel have borne the entire risk and cost of this litigation on a pure contingency fee
2 basis. The legal issues raised drew significantly upon my firms and co-counsel's experience and
3 the extensive review and analysis of documents and information by me and others at my firm
4 and our co-counsel. In a complex action such as this, the proposed attorneys' fees are, at the
5 very least, on the low side of the market rate for contingency fees.

6 14. At this juncture, with the addition of more hours due to the administration of the
7 Settlement by Class Counsel, administration of the Settlement, and preparation for final
8 approval, counsel for Plaintiffs will provide a detailed analysis of its time in advance of the final
9 approval hearing.

10 **SETTLEMENT ADMINISTRATOR**

11 15. The parties agreed to use CPT Group as the Settlement Administrator. The costs
12 are not to exceed \$10,000, a very reasonable amount in light of the class size, the labor involved
13 in processing claims, the inclusion of Spanish translated documents, and a settlement website.
14 The settlement administration costs will be paid from the Gross Settlement Award. The parties
15 also obtained a bid from Apex Class Action Administration, which provided an estimate in the
16 amount of \$9,950.00. Apex's bid was slightly less than CPT's – by \$50.00. However, the
17 parties decided to use CPT because CPT was also used to administer the Belaire-West notices
18 that were sent out in this action and because CPT was readily able to provide settlement payout
19 ranges required for purposes of this Motion.

20 16. I am not aware of any conflicts of interest between CollinsKim and the Class
21 Members or Plaintiffs and the Class Members. No one at my firm has a financial interest in or
22 otherwise has a relationship with CPT Group which would create a conflict of interest.

23 17. I am not aware of any other class or representative actions pending against
24 Defendant. I conducted a search through the Courthouse News Service and reviewed the
25 declaration of Copan's counsel Edward Langhammer confirming the foregoing.

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1 18. True and correct copies of certified Spanish translations of Exhibits C, D,
2 E, and F to the Stipulation are attached hereto as Exhibit 2.

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

5 Executed on November 4, 2024, at Los Angeles, California.

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10 _____
11 Tae Kim

EXHIBIT 1

Edwin Aiwarzian (SBN 232943)
Tara Zabehi (SBN 314706)
Travis J. Maher (SBN 327206)
Brittany Shaw (SBN 331773)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Tae Kim (SBN 210465)
tkim@collinskim.com
Dawn Collins (SBN 193447)
dcollins@collinskim.com
COLLINS KIM, LLP
515 S. Flower Street, 18th Floor
Los Angeles, California 90071
Telephone: (213) 341-0238
Facsimile: (213) 341-0239

Attorneys for Plaintiff ADAM BADIS and
Angelica Reyes, individually, and on behalf of
other members of the general public similarly
situated,

**ADDITIONAL COUNSEL LISTED ON NEXT
PAGE**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

ADAM BADIS, ANGELICA REYES, and
MONICA MELISSA GUTIERREZ, individually,
and on behalf of other members of the general
public similarly situated;

Plaintiffs,

vs.

COPAN DIAGNOSTICS INC., a New York
corporation; and DOES 1 through 100, inclusive,

Case No.: CVRI2203991

[Assigned to the Honorable Harold Hopp,
Department 10 of the Historic Court Houser]

**CLASS AND REPRESENTATIVE
CONSOLIDATED ACTION (IN
CONJUNCTION WITH JOINT
STIPULATION TO FILE WITH MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA SETTLEMENT**

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE**

Badis Action Filed: September 14, 2022
Badis FAC Filed: December 19, 2022
Badis SAC Filed: December 15, 2023
Badis TAC Filed: TBD

ADDITIONAL COUNSEL:

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff MONICA MELISSA GUTIERREZ, individually and on behalf of all others similarly situated; and on behalf of the general public as private attorney general

C. Edward Langhammer Jr. (SBN 100991)
clanghammer@cozen.com

COZEN O'CONNOR
401 Wilshire Boulevard, Suite 850
Santa Monica, CA 90401
Telephone: 310.393.4000
Facsimile: 310.394.4700

Attorney for Defendant
COPAN DIAGNOSTICS, INC.

1 This Joint Stipulation of Class Action Settlement and Release (the “Agreement” or
2 “Settlement Agreement”) is made and entered into by and among the following parties:
3 Plaintiffs Adam Badis (“Badis”), Angelica Reyes (“Reyes”) and Monica Melissa Gutierrez
4 (“Gutierrez”) (collectively “Plaintiffs” or individually as noted); and Defendant Copan
5 Diagnostics, Inc. (“Defendant” or “Copan”). (Plaintiffs Badis, Reyes and Gutierrez and Defendant
6 Copan each a “Party” and collectively the “Parties”).
7

8 Except as otherwise specified, defined terms shall have the meanings set forth in the
9 Recitals and Section 1 of this Agreement.

10 RECITALS

11 A. **Badis Class Action.** Plaintiff Badis initiated the above-captioned Badis lawsuit by filing a
12 Class Action Complaint against Defendant on or about September 14, 2022, in the Superior Court
13 for the County of Riverside (“Court”), Case No. CVRI2203991 (the “Badis Action”). Badis filed a
14 First Amended Representative and Class Action Complaint against Defendant on or about
15 December 15, 2022 (“Badis First Amended Complaint”). Badis filed a Second Amended
16 Representative and Class Action Complaint against Defendant on or about December 15, 2023,
17 adding Reyes as an additional Plaintiff (“Badis Second Amended Complaint”). The Badis Second
18 Amended Complaint asserted causes of action for alleged: (1) Violation of California Labor
19 Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and
20 512(a) (Unpaid Meal Period Premiums) (3) Violation of California Labor Code § 226.7 (Unpaid
21 Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1
22 (Unpaid Minimum Wages) (5) Violation of California Labor Code §§ 201 and 202 (Final Wages
23 Not Timely Paid); and (6) Violation of California Business & Professions Code §§ 17200, et seq.
24

25 B. **Gutierrez Class and PAGA Actions.**

26 1. Plaintiff Gutierrez initiated a class action lawsuit by filing a Class Action Complaint
27 against Defendant on or about October 24, 2023, in the Superior Court for the County of Riverside
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1 (“Court”), Case No. CVRI2305684 (the “Gutierrez Class Action”). Gutierrez filed a First
2 Amended Representative and Class Action Complaint against Defendant on or about April 18,
3 2024 (“Gutierrez First Amended Complaint”). The Gutierrez First Amended Representative and
4 Class Action Complaint (the operative pleading) against Defendant asserted causes of action for
5 alleged: (1) Failure to pay wages including overtime as required by California Labor Code §§ 510
6 and 1194 (Unpaid Overtime); (2) failure to pay timely wages required by Labor Code § 203
7 (waiting time penalties on termination) (3) Failure to provide accurate wage statements required
8 by Labor Code §§ 226, 226.3, 558.1 (wage statement claims) (4) failure to reimburse necessary
9 business expenses required by Labor Code Section 2802 (unreimbursed business expenses) (5)
10 Failure to pay vested vacation pay at separation required by Labor Code § 227.3 (unpaid vacation
11 pay); (6) Violation of California Business & Professions Code §§ 17200, et seq.

12
13 2. Plaintiff Gutierrez initiated a PAGA action lawsuit by filing a Representative PAGA action
14 against Defendant on or about December 28, 2023, in the Superior Court for the County of
15 Riverside (“Court”), Case No. CVR CVRI2306963 (the “Gutierrez PAGA Action”), against
16 Defendant for alleged wage and hour violations including Defendant’s: Failure to Pay Wages
17 Including Overtime as Required by Labor Code §§ 510 and 1194; Failure to Pay Timely Wages
18 Required by Labor Code § 203; Failure to Timely Pay Wages During Employment Required by
19 Labor Code § 204; Failure to Provide Accurate Wage Statements Required by Labor Code §§ 226,
20 226.3, 558.1; Failure to Reimburse Necessary Business Expenses Required by Labor Code §
21 2802; and Failure to Pay Vested Vacation Pay at Separation Required by Labor Code § 227.3.

22
23 C. **Badis, Reyes and Gutierrez Proposed Consolidated Third Amended Complaint**
24 **("TAC") ("operative pleading")**. The Parties have stipulated, subject to court approval, that the
25 Proposed Consolidated Third Amended Complaint ("TAC") filed collectively by Badis, Reyes and
26 Gutierrez will be the operative pleading ("operative pleading") and asserts causes of action for
27 alleged: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation
28

1 of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums) (3) Violation of
2 California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor
3 Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages) (5) Violation of California Labor
4 Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code §§
5 226, 226.3, 558.1 (Failure to Provide Accurate Wage Statements); (7) failure to Reimburse
6 Necessary Business Expenses Required by Labor Code § 2802; (8) failure to Pay Vested Vacation
7 Pay at Separation Required by Labor Code § 227.3; (9) Violation of California Business &
8 Professions Code §§ 17200, et seq.; and (10) Violation of Private Attorneys General Act of 2004
9 (PAGA) Labor Code §2698 et seq.
10

11 D. **Badis and Reyes Action Discovery:** In accordance with the Court's September 22, 2022
12 Case Management Order (CMO) and the Joint Case Management Statement (Joint Statement),
13 Plaintiffs Badis and Reyes and Defendant engaged in formal discovery, Badis was deposed and
14 Copan's Persons most knowledgeable/persons most qualified deposed for 2 days. Plaintiff Badis
15 and Reyes and Defendant also engaged in informal discovery, exchanging documents and data,
16 including without limitation information regarding dates of employment, all workweeks worked
17 inside California by, and amounts paid to Class Members during the relevant period. Counsel for
18 the Parties have investigated the law as applied to the facts discovered regarding the alleged
19 claims of the Class Members and potential defenses thereto, and the damages claimed by Class
20 Members.
21

22 E. **Gutierrez Class Action and PAGA Action Discovery:** In accordance with the Gutierrez
23 class action Court's November 9, 2023 Case Management Order (CMO) and the Joint Case
24 Management Statement (Joint Statement), and the Gutierrez PAGA Action Court's January 5,
25 2024 Case Management Order (CMO) and the Joint Case Management Statements (Gutierrez
26 class action and PAGA action Joint Statements), engaged in informal discovery, exchanging
27 documents and data, including without limitation information regarding dates of employment, all
28

workweeks worked inside California by, and amounts paid to Class Members and representative PAGA members during the relevant period. The Attorneys for Gutierrez were also provided with documents and data previously provided by Defendant to Plaintiff Badis in the Badis Action. Counsel for the Parties have investigated the law as applied to the facts discovered regarding the alleged claims of the Class Members, and the PAGA representative action with respect to allegedly aggrieved employees, and potential defenses thereto, and the damages claimed by Class Members and representative PAGA allegedly aggrieved employees.

F. **Badis and Reyes Class Action Mediation:** On January 17, 2024, the Parties participated in an all-day mediation before Lisa Klerman (LISA@LISAKLERMAN.COM), a well-respected mediator with significant experience mediating employment wage-and-hour class actions. After a full day of mediation, Ms. Klerman made a Mediator's Proposal, which was accepted by the Parties. The Parties agreed to the material terms of this Agreement, which was documented in a signed Badis Memorandum of Understanding ("Badis MOU").

G. **Gutierrez Class Action and PAGA Action Mediation:** On April 5, 2024, the Parties participated in a half -day mediation before Lisa Klerman (LISA@LISAKLERMAN.COM), a well-respected mediator with significant experience mediating employment wage-and-hour class actions. After a half day of mediation, Ms. Klerman made a Mediator's Proposal, which was accepted by the Parties. The attorney for Badis also attended this Mediation. During Mediation, the Parties agreed to the material settlement terms, which have been incorporated into this Agreement.

H. With respect to the Badis and Reyes Class Action, the Gutierrez Class Action, the Gutierrez PAGA Action, and the Badis Consolidated Third Amended Complaint, individually and collectively, at all times, Defendant has denied and continues to deny any wrongdoing and denies that it committed, threatened, or attempted to commit, any of the wrongful acts or violations of law or duty alleged in the Badis Third Amended Complaint, the Gutierrez Class Action First

1 Amended Complaint and the Gutierrez PAGA Action. Defendant instead contends that Defendant
2 at all times has acted properly and lawfully, including under California law for all work performed
3 inside California. Defendant also denies that Plaintiff Badis, Plaintiff Reyes, Plaintiff Gutierrez or
4 any of the individual or consolidated Badis Third Amended Complaint Class Members or the
5 allegedly aggrieved employees are entitled to any form of wages, damages, penalties, interests,
6 attorneys' fees, costs, or any relief whatsoever (at law or at equity) based on the conduct alleged in
7 the Badis Second Amended Complaint, the Gutierrez Class Action First Amended Complaint, the
8 Gutierrez PAGA Action and the Badis Third Amended Complaint. In addition, Defendant
9 maintains that it has meritorious defenses to the claims alleged in the Badis Second Amended
10 Complaint, the Gutierrez Class Action First Amended Complaint and the Gutierrez PAGA Action
11 and the consolidated Badis Third Amended Complaint, and that it was prepared to vigorously
12 defend each of the described Actions. Nonetheless, taking into account the uncertainty and risks
13 inherent in litigation, Defendant has concluded that defense of the claims asserted in the Badis
14 Second Amended Complaint, the Gutierrez Class Action First Amended Complaint and the
15 Gutierrez PAGA Action and the Badis Third Amended Complaint, would be burdensome and
16 expensive, and that it is desirable and beneficial to fully and finally settle and terminate the Badis
17 Second Amended Complaint, the Gutierrez Class Action First Amended Complaint and the
18 Gutierrez PAGA Action and the Badis Third Amended Complaint, in the manner and upon the
19 terms and conditions set forth in this Settlement Agreement.

22 I. **Badis and Reyes Class Action.** Plaintiffs Badis and Reyes believe that the claims asserted
23 in the Badis and Reyes Action have substantial merit. Nonetheless, Plaintiff and their counsel, Tae
24 Kim, Collins Kim and Edwin Aiwasian, Lawyers for Justice ("Badis Class Counsel" collectively
25 hereinafter "Class Counsel"), recognize and acknowledge the expense and length of continued
26 prosecution of the Action against Defendant through trial and any subsequent appeals. Plaintiffs
27 and Class Counsel have also taken into account the uncertain outcome and risks of litigation,
28

1 especially in complex actions, as well as the difficulties and delays inherent in such litigation.
2 Based on their evaluation, Class Counsel have concluded that the terms and conditions of this
3 Settlement Agreement are fair, reasonable, and adequate to the Class, and that it is in the best
4 interests of the Class to settle the claims alleged in the Third Amended Complaint and the Action
5 pursuant to the terms and conditions set forth in this Settlement Agreement.
6

7 **J. Gutierrez Class Action and PAGA Action:** Plaintiff Gutierrez believes that the claims
8 asserted in the Gutierrez Class Action and the Gutierrez PAGA Action have substantial merit.
9 Nonetheless, Plaintiff and their counsel, Gregory Mauro, Esq and James Hawkins APLC
10 (“Gutierrez Class and PAGA Counsel” collectively hereinafter “Class Counsel”), recognize and
11 acknowledge the expense and length of continued prosecution of the Gutierrez Class Action and
12 PAGA Action against Defendant through trial and any subsequent appeals. Plaintiff and Gutierrez
13 Class and PAGA Counsel have also taken into account the uncertain outcome and risks of
14 litigation, especially in complex actions, as well as the difficulties and delays inherent in such
15 litigation. Based on their evaluations, Gutierrez Class and PAGA Counsel have concluded that the
16 terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to the Class
17 and allegedly aggrieved employees, and that it is in the best interests of the Class and allegedly
18 aggrieved employees to settle the claims alleged in the Gutierrez First Amended Class Action
19 Complaint and the Action, and the Gutierrez PAGA Complaint and the action, pursuant to the
20 terms and conditions set forth in this Settlement Agreement.
21

22 **K. Gross Settlement Amount and Allocations:** The Gross Settlement Amount and the
23 allocations of the amounts were separately negotiated and agreed-upon by the Parties in the Badis
24 and Reyes Class Action and the Gutierrez Class Action and PAGA Action:

25 **1. Badis and Reyes Action Settlement Allocation:** The Gross Settlement Amount as
26 defined in Section 1.16 below, and the Badis and Reyes Action Settlement Allocation therein is
27 the maximum amount to be paid by Defendant as a result of this Settlement, except as expressly
28

1 provided in Section 6.2 and Defendant, in addition to the Gross Settlement Amount, shall
2 separately pay any Employer payroll taxes (e.g. FICA, FUTA, payroll taxes, and/or any similar tax
3 or charge), on the wage portion of the settlement in accordance with the Settlement. The value of
4 the Gross Settlement Amount and the Badis and Reyes Action Settlement Allocation therein was
5 expressly negotiated to account for and cover the payment of the Class Representative(s)
6 Enhancement Payment, the Settlement Administration Costs to the Settlement Administrator, the
7 Class Counsel Award(s) to Class Counsel, and as described in Section 7.1 and Section 7.2, all
8 payments to Settlement Class Members and PAGA Group (all capitalized terms defined below). In
9 no event shall Defendant be required to pay more than the Gross Settlement Amount and
10 Employer Payroll Taxes on the wage portion of the settlement, except as expressly provided in
11 Section 6.2.
12

13 **2. Gutierrez Class and PAGA Actions:** The Gross Settlement Amount as defined in Section
14 1.16 below, and Gutierrez class and representative allocations therein is the maximum amount to
15 be paid by Defendant as a result of this Settlement, except as expressly provided in Section 6.2
16 and Defendant, in addition to the Gross Settlement Amount, shall separately pay any Employer
17 payroll taxes (e.g. FICA, FUTA, payroll taxes, and/or any similar tax or charge), on the wage
18 portion of the settlement in accordance with the Settlement. The value of the Gross Settlement
19 Amount and the Gutierrez class and representative allocations were expressly negotiated to
20 account for and cover the payment of the Class Representative Enhancement Payment, the
21 Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award to
22 Class Counsel, the PAGA Penalty Payment (including LWDA Payment and PAGA Group
23 Amount), and as described in Section 7.1, all payments to Settlement Class Members and
24 Aggrieved Employees (all capitalized terms defined below). In no event shall Defendant be
25 required to pay more than the Gross Settlement Amount and Employer Payroll Taxes on the wage
26 portion of the settlement, except as expressly provided in Section 6.2.
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L. This Agreement is made and entered into by and between Plaintiffs Badis and Reyes, individually and on behalf of all others alleged to be similarly situated, Plaintiff Gutierrez individually and on behalf of all others alleged to be similarly situated, and Defendant, and is subject to the terms and conditions hereof and the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed complex claims and that nothing herein is an admission of liability or wrongdoing by Defendant. The Agreement's provisions, and all related drafts, communications and discussions, cannot be construed as or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity and cannot be offered or received into evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. If for any reason the Agreement is not approved by the Court, it will be of no force or effect.

AGREEMENT

1. DEFINITIONS.

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

1.1 "Class" shall refer to the following group of individuals:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from September 14, 2018 to final judgment and who reside in California.

Subclass A: All class members who were required by Defendants to stay on Defendants' premises for rest breaks.

Subclass B: All class members who were scheduled to work under an alternative workweek schedule.

Subclass C: All Class Members who are or were employed by Defendant at any time after October 24, 2022.

“Class Member(s)” refers to one or more member(s) of the Class.

1.1A Field Service Engineers (FSE) Settlement [Gillette v. Copan Diagnostics, Inc., Case No. CVRI-2105284 (the “FSE Action”): There is another class action settlement brought by Defendants’ Field Service Engineer employees who physically performed work for Defendant in the State of California from November 19, 2017, until April 25, 2023, the date the Court issued its Order Granting Preliminary Approval of Class Settlement (Field Service Engineer Settlement.). Field Service Engineer employees who were included in the Field Service Engineer Settlement will be excluded from the settlement and not be included as members of the class for the period that was released in the Field Service Engineer Settlement.

1.2 “Settlement Administrator” means CPT Group, the third-party class action settlement administrator mutually agreed to by the Parties for the purposes of administering this Settlement. The Parties will each ensure and represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1.3 “Settlement Administration Costs” means the costs payable to the Settlement Administrator for all fees and expenses reasonably and necessarily incurred as a result of administering this Settlement, including, but not limited to, the cost of providing notice of the proposed settlement to the Class, the cost of administering the settlement and any settlement fund created as a result of this Agreement. These costs will include, *inter alia*, required tax reporting on the Individual Settlement Amounts, the issuing of IRS Form 1099 and Form W-2, distributing the Notice, calculating and distributing the Class and PAGA Settlement amounts, and providing necessary reports and declarations. The

Settlement Administration Costs are estimated to **not exceed Ten Thousand Dollars (\$10,000.00)** and shall be payable from, and not in addition to, the Gross Settlement Amount. To the extent the Settlement Administrations Costs are greater than the estimated amount such excess amount will also be deducted from the Gross Settlement Amount.

1.4 "Class Counsel" means Tae Kim of Collins Kim and Edwin Aiwarzian of Lawyers for Justice; Gregory Mauro and James Hawkins of James Hawkins APLC.

1.5 "Class Counsel Award" means the amount awarded by the Court pursuant to this Agreement to Class Counsel for reasonable attorneys' fees and reimbursement of litigation costs and expenses incurred in connection with the litigation and resolution of this Action, including, but not limited to, costs associated with documenting the Agreement, securing the Court's approval of the Agreement, administering the Agreement, obtaining entry of the judgment in the Action, and expenses for any experts or consultants. The Class Counsel Award shall be paid from, and not in addition to, the Gross Settlement Amount. Class Counsel shall request attorneys' fees of up to thirty-three percent (33% or \$408,550) of the Gross Settlement Amount ($\$935,000 + \$300,000 = \$1,235,000$), allocated \$308,550 to Collins Kim and Lawyers for Justice PC and \$100,000 to James Hawkins APLC plus the reimbursement of reasonable costs and expenses not to exceed Fifty-Five Thousand Dollars (\$55,000), allocated \$40,000 Collins Kim and Lawyers for Justice PC and \$15,000 to James Hawkins APLC, all of which will be paid from the Gross Settlement Amount. Defendant agrees not to oppose Class Counsel's fee and cost applications up to the above-specified amounts. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added back to the Gross Settlement Amount for the benefit of Settlement Class Members.

1.6 "Class List" means a complete list of the Class Members formatted in Microsoft Office Excel and shall include each Class Member's full name; mailing address and

1 telephone number last known to Defendant; Social Security number; and estimated number
2 of Workweeks worked during the Class Period. The Settlement Administrator will treat
3 the Class List as confidential, and the Class List shall not be used for any purpose other
4 than as set forth herein. The Settlement Administrator shall not disclose the Class List to
5 Class Counsel or any other person or entity.
6

7 **1.7** "Class Period" refers to the period of time from September 14, 2018 through the
8 date the Court grants preliminary approval of the Settlement.

9 **1.8** "Class Representatives Enhancement Payments" means the amount to be awarded
10 by the Court pursuant to this Agreement to be paid to Plaintiffs Badis, Reyes and Gutierrez
11 from the Badis Gross Settlement Amount in recognition of their effort and work in
12 prosecuting the Action on behalf of the Class Members and others similarly situated, and
13 the associated risks of acting as class representatives. The Class Representative
14 Enhancement Payments shall be reported on IRS Forms 1099. Plaintiffs will request up to
15 a total of Twenty-Five Thousand dollars (\$25,000) allocated as follows: Plaintiff Badis
16 will request up to Seven Thousand Five Hundred dollars (\$7,500); Plaintiff Reyes will
17 request up to Seven Thousand Five Hundred dollars (\$7,500); and Plaintiff Gutierrez will
18 request up to Ten Thousand dollars (\$10,000) in recognition of their service, and
19 Defendant will not oppose these requests. Any portion of the Class Representative
20 Enhancement Payments not awarded by the Court to Plaintiffs or any of them, shall be
21 added to the Class Settlement Amount for the benefit of Participating Class Members.
22

23 **1.9** "Class Settlement" means the settlement and resolution of the Released Claims, not
24 including claims under PAGA (the California Private Attorneys General Act, California
25 Labor Code Section 2698, et seq.) detailed in the PAGA Released Claims.

26 **1.10** Complaint means: Badis: the original complaint filed on or about September 14,
27 2022, the First Amended Complaint (FAC) filed by Plaintiff Badis on or about December
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1 15, 2022, the Second Amended Complaint (SAC), filed by Plaintiff Badis on or about
2 December 15, 2023; Gutierrez: the original class action complaint filed on or about
3 October 24, 2023, and the First Amended class action Complaint filed by Plaintiff
4 Gutierrez on or about April 18, 2024, the PAGA complaint filed on or about December 28,
5 2023; and "Complaint" shall further mean the Badis Third Amended Complaint to be filed
6 pursuant to Section 3.1 of this Agreement (similar in form to the draft attached hereto as
7 **Exhibit A - Third Amended Complaint**) and to be filed at the same time as the Motion
8 for Preliminary Approval of the Class and PAGA settlement.
9

10 **1.11** "Copan's Counsel" shall mean Cozen O'Connor.

11 **1.12** "Effective Date" means the date of the entry of the Final Approval Order and
12 Judgment if there are no valid objections to the Settlement. However, if a valid objection is
13 made to the Settlement and an appeal or other effort to obtain reconsideration or review
14 has been initiated, the "Effective Date" shall instead mean two (2) court days after the date
15 that such appeal is withdrawn, or such appeal or other reconsideration or review has been
16 finally concluded in favor of the Final Approval Order and Judgment and the Final
17 Approval Order and Judgment is no longer subject to review, whether by appeal, petitions
18 for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.
19

20 **1.13** "Estimated Net Settlement Fund" means the Gross Settlement Amount (\$935,000 +
21 \$300,000 = \$1,235,000) less the current estimated amounts for a Class Counsel Award
22 (i.e., \$408,550 in attorneys' fees and -\$55,000 in attorney costs), Settlement
23 Administration Costs (i.e., -\$10,000, the Class Representatives Enhancement Payments
24 (totaling \$25,000 and allocated as follows subject to Court approval i.e., -Badis (i.e., -
25 \$7,500.00, Reyes (i.e., -\$7,500.00) and Gutierrez (i.e. - \$10,000), and the PAGA Penalty
26 Amount (i.e. -\$30,000 which includes the LWDA Payment [i.e. - \$22,500 (75% of the
27
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\$30,000)] and PAGA Group Amount [i.e. - \$7,500 (25% of the \$30,000)]. The actual Net Settlement Fund will be determined pursuant to Section 1.21.

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

1.15 “Final Approval Order and Judgment” means an order finally approving the Settlement as being fair, reasonable and adequate and certifying the Class (substantially similar in form to draft attached hereto as **Exhibit B - Final Approval Order and Judgment**).

1.16 “Gross Settlement Amount”

Defendant agrees to make a combined non-reversionary common fund payment of **One Million Two Hundred And Thirty-Five Thousand Dollars (\$1,235,000)**, hereinafter referred to as the “**Gross Settlement Amount**” which includes the Class Counsel Award to Class Counsel, all Settlement Administration Costs, the LWDA Payment, all settlement payments to Settlement Class Members and the Class Representatives Enhancement Payments.

The Gross Settlement Amount represents the total extent of Defendant’s monetary obligations under this Agreement and Defendant shall not have any other monetary obligation to any other counsel, including but not limited to the Class Counsel (including the Badis and/or the Gutierrez Counsel), related to or arising out of the Action. In no event shall Defendant’s total monetary obligation with respect to this Agreement/Stipulation exceed **One Million Two Hundred And Thirty-Five Thousand Dollars (\$1,235,000)**.

1.17 Intentionally Left Blank

1.18 “Individual Settlement Amount” means the amount paid in settlement hereunder to each Settlement Class Member as determined pursuant to the terms set forth in Section 7.1.

1.19 “LWDA” means the California Labor and Workforce Development Agency.

1 **1.20** “LWDA Payment” means seventy-five percent (75%) of the PAGA Penalty
2 Amount or **Twenty-Two Thousand Five Hundred Dollars (\$22,500)**, to be paid to the
3 LWDA.
4

5 **1.21** “Net Settlement Fund” means the Gross Settlement Amount less the Class Counsel
6 Award to Class Counsel, all Settlement Administration Costs, the Class Representatives
7 Enhancement Payments, and the PAGA Penalty Amount (consisting of the LWDA
8 payment [75% of PAGA Penalty] and PAGA Group Amount [25% of PAGA Penalty
9 Amount]).

10 **1.22** “Notice” or “Class Notice” means the notice of the proposed Settlement terms, as
11 approved by Class Counsel, Copan's Counsel and the Court, to be provided to Class
12 Members. The Class Notice must be substantially similar to the form attached as **Exhibit**
13 **C - Class Notice**, and contain: (a) information regarding the nature of the Action, (b) a
14 summary of the terms of the Agreement, (c) the definition of the Class, (d) the formula for
15 calculating the Net Settlement Fund (including the amounts sought for the Class Counsel
16 Award, Class Representatives Enhancement Payments, Settlement Administration Costs
17 and the LWDA Payment) and Individual Settlement Amounts, (e) the individual Class
18 Member’s estimated number of Workweeks worked during the Class Period and Gross
19 Allocated Amount (as defined in Section 7.1), (f) the dates which comprise the Class
20 Period, (g) instructions on how to submit a Workweek Dispute/ Workweek Dispute Form
21 (i.e. via **Exhibit D - Workweek Dispute Form**), Request Exclusion From the Settlement
22 (aka “Opt Out”)/Request for Exclusion Form (i.e. via **Exhibit E - Request for Exclusion**
23 **Form**), or Object to the Settlement/Objection Form (i.e. via **Exhibit F - Objection Form**),
24 and (h) the deadlines by which the Workweek Disputes, Requests for Exclusion, or
25 Objections to the Settlement Agreement must be submitted to the Settlement
26 Administrator.
27
28

1 **1.23** “Class Member(s)” means all current and former hourly paid employees who work
2 for any of the Defendants within the State of California at any time during the period from
3 September 14, 2018 until the entry of final judgment. All Class Members will be credited
4 with at least one (1) Workweek.

5
6 **1.24** “Objection” means a Class Member’s valid and timely objection to the Settlement
7 Agreement. For the Objection and/or Objection Form (i.e. **Exhibit F - Objection Form**)
8 to be valid, it must: (a) state the case name and number of the Action, (b) contain the Class
9 Member’s name, current mailing address, most current telephone number, and last four
10 digits of their Social Security number, (c) state the basis for the objection, (d) be signed by
11 the Class Member, (e) be submitted to the Settlement Administrator at the address
12 specified in the Class Notice; and (f) be submitted with proof of the submission date (such
13 as a U.S. Postal Service postmark or another delivery service date stamp) on or before the
14 Response Deadline. If the Class Member wishes to speak at the Fairness Hearing, they
15 should (although they are not required to) file a notice of intention to appear with the Court
16 and provide a copy of this notice and their Objection to counsel for both Parties.

17
18 **1.25** “PAGA Period” shall mean October 23, 2022 through the preliminary approval.

19 **1.25A.** “PAGA Group” shall mean and include the Class Members employed by
20 Defendant during the PAGA Period.

21 **1.26** “PAGA Group Amount” means **twenty-five percent (25%) of the PAGA**
22 **Penalty Amount (\$30,000), or Seventy-Five Hundred dollars (\$7,500)**, to be distributed
23 pro rata and paid to the PAGA Group, as set forth in Paragraph 1.25A, by the Settlement
24 Administrator pursuant to Sections 7.2 and 7.3.

25 **1.27** “PAGA Penalty Amount” means **Thirty Thousand dollars (\$30,000)** to be paid to
26 settle any and all claims for which penalties under PAGA may be sought or are otherwise
27 available, as set forth in Section 2.5 of this Agreement.
28

1 **1.27A.** “PAGA Released Claims” is defined as follows: any and all claims or actions for
2 civil penalties under PAGA (the Private Attorneys General Act sections 2698, et seq.) for
3 all claims that could have been sought by the LWDA for conduct or omissions based on or
4 arising out of the factual allegations of the pre-filing letter and its attached Complaint
5 under Labor Code section 2699.3, and as alleged in the Third Amended Complaint (the
6 operative pleading) during the PAGA Period, including any and all claims under the
7 California Labor Code section 2698 et. seq for alleged California Labor Code violations
8 under 201, 202, 203, 204, 226, 226.3, , 226.7, 227.3, 510, 512(a), 558, 558.1, 1174,
9 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2699, , 2699.5, 2802, 2804, for violations for
10 unpaid overtime, unpaid meal period premiums and rest period premiums, unpaid
11 minimum wages, failure to timely pay wages upon termination, failure to provide accurate
12 wage statements, failure to reimburse necessary business expenses, and failure to pay
13 earned, and accrued and vested vacation pay (“PAGA Released Claims”) , as set forth in
14 Section 2.8 of this Agreement.
15

16 **1.28** “Preliminary Approval Order” means the Court order granting preliminary
17 approval of the Settlement Agreement. The proposed Preliminary Approval Order
18 submitted to the Court for its approval shall be substantially similar to the draft attached to
19 this Settlement Agreement as **Exhibit G - Preliminary Approval Order**.
20

21 **1.29** “QSF” means the “Qualified Settlement Fund” which is an interest- bearing
22 account designated and controlled by the Settlement Administrator as described in Section
23 2.1.

24 **1.30** “Released Class Claims” is defined as follows: all known and unknown claims,
25 losses, damages, liquidated damages, penalties, interest, liabilities, causes of action, civil
26 complaints, arbitration demands or suits which arise from the causes of action and facts
27 asserted in the Class Action, and including, without limited to the foregoing, all claims
28

1 under the California Labor Code as alleged in the Class Action, including without
2 limitation any and all claims under the California Labor Code sections 201, 202, 203, 204,
3 226, 226.3, , 226.7, 227.3, 510, 512(a), 558, 558.1, 1174, 1174.5, 1175, 1194, 1197,
4 1197.1, 1198, 2802, 2804, violations for unpaid overtime and minimum wages, failure to
5 timely pay wages upon termination, failure to provide compliant wage statements, failure
6 to reimburse business expenses, unpaid earned, and accrued and vested vacation pay, and
7 violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et*
8 *seq.*), or other remuneration whether sought under statute, tort, contract or as an unfair
9 business practice, released by Plaintiffs and each of the Settlement Class Members during
10 the Class Period on behalf of themselves and each of their heirs, representatives,
11 successors, assigns and attorneys, which shall be fully, finally and forever released,
12 relinquished and discharged.

13
14 **1.30A.** "Released Parties" means Copan, Copan Italia S.p.A., Copan Diagnostic's parent
15 company organized under the laws of Italy, and, with respect to each of them, their
16 predecessors or successors; and, with respect to each such entities, all agents, employees
17 (current and former), officers, shareholders, owners, directors, insurers, attorneys, or
18 assigns thereof, including, without limitation, Fabrizio Mazzocchi, Angelo Messa, Jennifer
19 Gonzalez, Susan Worthington, Victor Gonzalez, Norman Sharples, and Gabriela Franco
20 ("Released Parties"), as set forth in sections 2.7 and 2.8.

21
22 **1.31** "Releasing Parties" means Plaintiff Badis, Plaintiff Reyes, and Plaintiff Gutierrez
23 and all Class Members who do not timely submit a valid Request for Exclusion (aka "Opt
24 Out"), and each of their successors, assigns, legatees, heirs, and personal representatives.

25 **1.32** "Request for Exclusion" (aka "Opt Out") means a timely and valid written request
26 (i.e. **Exhibit E - Request for Exclusion Form**) submitted by a Class Member indicating
27 that they request to be excluded from the Class Settlement. The Request for Exclusion
28

1 must: (a) state the case name and number of the Action, (b) set forth the name, address, and
2 telephone number of the Class Member requesting exclusion; (c) be signed by the Class
3 Member; (d) be addressed to the Settlement Administrator; and (e) be postmarked on or
4 before the Response Deadline.

5
6 **1.33** "Response Deadline" means the deadline by which Class Members must submit to
7 the Settlement Administrator valid Workweek Disputes (i.e., via Exhibit D - Workweek
8 Dispute Form), Requests for Exclusion (i.e., via Exhibit E - Request for Exclusion Form),
9 or Objections to the Agreement (i.e., via Exhibit F - Objection Form). Workweek Disputes,
10 Requests for Exclusion and Objections to the Agreement must be submitted with proof of
11 the submission date (such as a U.S. Postal Service postmark or another delivery service
12 date stamp) on or before the Response Deadline. The Response Deadline shall be **forty-**
13 **five (45) calendar days** from the initial mailing of the Class Notice to Class Members
14 pursuant to Section 4. In the event of a re-mailed Class Notice, the Response Deadline will
15 be extended an additional fifteen (15) calendar days for that individual Class Member.

16
17 **1.34** "Settlement Class Member(s)" means a Class Member who has not "opted out" of
18 the Class Settlement by submitting a valid and timely Request for Exclusion.

19 **1.35** "Workweeks" is the total number of Workweeks worked by a Settlement Class
20 Members during the Class Period.

21 **1.36** "Workweek Dispute" means a workweek dispute or Workweek Dispute Form
22 **(Exhibit D - Workweek Dispute Form)** that a Class Member must submit to the
23 Settlement Administrator with proof of the submission date (such as a U.S. Postal Service
24 postmark or another delivery service date stamp) on or before the Response Deadline, if
25 they wish to dispute the number of Workweeks credited to them. The Workweek Dispute
26 must: (a) state the case name and number of the Action, (b) set forth the Class Member's
27 name, address, and telephone number; (c) be signed by the Class Member; (d) include any
28

documentary evidence showing that the Workweek information is inaccurate, and (e) be postmarked or submitted to the Settlement Administrator on or before the Response Deadline.

1.37 "Total Workweeks" is the total number of Workweeks worked by all Settlement Class Members during the Class Period.

2. SETTLEMENT RELIEF AND RELEASES.

2.1 Gross Settlement Amount.

(a) Defendant shall pay the **Gross Settlement Amount (\$1,235,000)**, into the QSF within five (5) business days after the Effective Date.

(b) The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. §1.468B-1, 26 CFR §1.468B-1, et seq., and will be administered by the Settlement Administrator as such. Among other duties of the Settlement Administrator provided by this Settlement, the Settlement Administrator shall open and administer a settlement account in such a manner as to qualify, and maintain the qualification of, the account as a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. §1.468B-1 and satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the QSF. The Parties and the Settlement Administrator shall treat the account as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 CFR §1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 CFR §1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this section.

(c) The Gross Settlement Amount shall be used to pay all amounts contemplated or required by this Agreement, including the Class Representatives Enhancement Payments to Plaintiffs Badis, Reyes and Gutierrez, Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award to Class Counsel, the PAGA Penalty Amount, and as described in Section 7.1, to cover all payments to Settlement Class Members.

(d) Defendant or the Settlement Administrator will calculate the amounts to be paid to Settlement Class Members in accordance with the terms and provisions of this Agreement and in accordance with applicable state and federal law (including tax regulations).

(e) No person or entity shall have any claim against Copan, Copan's Counsel, any of the Released Parties, Plaintiffs Badis, Reyes or Gutierrez, Class Members, Class Counsel or any Settlement Administrator based on distributions and payments made in accordance with this Agreement.

2.2 Class Counsel Award. Subject to Court approval, Defendant agrees not to object to Class Counsel's request for up to thirty-three percent (33% or \$408,550) of the Gross Settlement Amount (\$935,000 + \$300,000 = \$1, 235,000), allocated \$308,550 to Collins Kim and Lawyers for Justice PC and \$100,000 to James Hawkins APLC to cover all attorneys' fees. Plaintiff and Class Counsel agree to not seek an award of greater than thirty-three percent (33%) of the Gross Settlement Amount (i.e., \$1, 235,000) for fees and that Defendant will not be obligated to pay any award in excess of thirty-three percent (33%) of the Gross Settlement Amount. Subject to Court approval, Defendant agrees not to object to Class Counsel's request for reasonable reimbursements of costs and expenses they incurred in the amount of Fifty-Five Thousand Dollars (\$55,000), allocated \$40,000 Collins Kim and Lawyers for Justice PC and \$15,000 to James Hawkins APLC. Class

1 Counsel will file any papers supporting the request for the Class Counsel Award with the
2 Court sixteen (16) court days before the Fairness Hearing. Class Counsel shall provide the
3 Settlement Administrator their current and valid Form W-9 within five (5) business days of
4 the Effective Date. If the Court approves the Settlement of this Action and a payment of a
5 Class Counsel Award, and so long as Class Counsel has timely provided the Settlement
6 Administrator with their current and valid Form W-9, Class Counsel shall be paid the Class
7 Counsel Award approved by the Court out of the QSF within ten (10) business days after
8 the Effective Date.

10 **2.3** Class Representatives Enhancement Payments. Plaintiffs agree not to petition the
11 Court for more than Twenty-Five Thousand dollars (\$25,000) allocated between plaintiff
12 Badis will request up to Seven Thousand Five Hundred dollars (\$7,500); Plaintiff Reyes
13 will request up to Seven Thousand Five Hundred dollars (\$7,500); and Gutierrez will
14 request up to Ten Thousand dollars (\$10,000) for all Class Representatives Enhancement
15 Payments. While Defendant does not object to a reasonable Class Representative
16 Enhancement Payment, it takes no position on the propriety of the amount sought by
17 Plaintiffs. Plaintiffs will file any papers supporting the request for a Class Representative
18 Enhancement Payment with the Court at least sixteen (16) court days prior to the Fairness
19 Hearing. Plaintiffs shall provide the Settlement Administrator a current and valid Form W-
20 9 within five (5) business days of the Effective Date. If the Court approves the Settlement
21 of this Action and a Class Representative Enhancement Payment, so long as Plaintiffs have
22 timely provided the Settlement Administrator a current and valid Form W- 9, the
23 Settlement Administrator shall pay the Class Representative Enhancement Payment
24 awarded by the Court to Plaintiffs from the QSF within ten (10) business days after the
25 Effective Date. Plaintiffs acknowledge that they have obtained no tax advice from Copan
26 or Copan's Counsel, and that Copan and Copan's Counsel have not made any
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1 representation concerning the tax consequences, if any, of the Class Representative
2 Enhancement Payments. Plaintiffs agree that they are solely responsible for the tax
3 consequences of the Class Representative Enhancement Payments.
4

5 **2.4** Reduction in Class Representative Enhancement Payments or the Class Counsel
6 Award. In the event that the Court (or any appellate court) awards less than the amount
7 requested for the Class Counsel Award or the Class Representatives Enhancement
8 Payments, only the awarded amounts shall be paid and shall constitute satisfaction of those
9 obligations and full payment thereunder, and any remaining or un-awarded portion of the
10 requested Class Counsel Award and/or the Class Representatives Enhancement Payments
11 shall be allocated to the Settlement Class Members pursuant to the terms of Section 7. To
12 the extent the Court does not approve any or all of the amount of the Class Counsel Award
13 and/or the Class Representatives Enhancement Payments, the Settlement shall remain
14 binding, and this will not be a justification for Plaintiffs to withdraw from the Settlement.
15 Plaintiffs shall not have the right to revoke the Settlement Agreement if the Court reduces
16 or does not approve the requested Class Counsel Award, although Plaintiffs shall retain the
17 right to appeal any reduction of the Class Counsel Award. Any reduction of the amount of
18 the Class Counsel Award and/or the Class Representatives Enhancement Payments by the
19 Court or by an appellate court shall not affect any of the Parties' other rights and
20 obligations under this Agreement.
21

22 **2.5** Payment And Allocation Of The PAGA Penalty Amount. **Thirty Thousand**
23 **Dollars (\$30,000)** (the PAGA Penalty Amount), representing 2.43 % of the Gross
24 Settlement Amount (\$1,235,000), will be paid from the Gross Settlement Amount for the
25 settlement, release and discharge of any and all claims for which penalties under PAGA
26 may be sought or could otherwise be available to any member of the PAGA Group as
27 stated in Section 2.8. Pursuant to the express requirements of California Labor Code
28

1 section 2699(i), the PAGA Penalty Amount shall be allocated as follows: (i) Twenty-Two
2 Thousand Five Hundred Dollars (\$22,500) (75%) to be paid to the LWDA (the "LWDA
3 Payment"); and (ii) Seven Thousand Five Hundred Dollars (\$7,500) (25%) (the "PAGA
4 Group Amount") for distribution to the PAGA Group. The LWDA Payment and the
5 PAGA Group Amount shall be paid out of the QSF by the Settlement Administrator within
6 ten (10) business days after the Effective Date.
7

8 **2.6 Release of Claims by Plaintiffs.** Upon the Effective Date, in addition to the releases
9 made by the Releasing Parties, as defined in section 1.31, and as set forth in section 2.7
10 hereof, Plaintiffs and each of their successors, assigns, legatees, heirs, and personal
11 representatives waive, release, forever discharge, and will not pursue any manner of action,
12 cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise,
13 liability, or remedy of any nature whatsoever (including without limitation any damages,
14 charges, penalties, losses, costs, expenses, and attorneys' fees), whether in law or in equity,
15 under contract, tort or any other subject area, or under any statute, rule, regulation, order,
16 or law, whether federal, state, or local, on any grounds whatsoever, arising out of or
17 relating to any acts, facts, omissions or obligations, whether known or unknown, whether
18 foreseen or unforeseen, fixed or contingent, against any or all of the Released Parties. This
19 release shall not apply to claims for workers' compensation benefits, unemployment
20 insurance benefits, pension or retirement benefits, or any other claim or right that cannot be
21 waived or released as a matter of law. This release specifically includes, but is not limited
22 to, all claims arising under Released Parties' policies and procedures, whether formal or
23 informal; the United States or State of California Constitutions; Title VII of the Civil
24 Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Employee Retirement
25 Income Security Act of 1974; the Age Discrimination in Employment Act of 1967, as
26 amended; the Fair Labor Standards Act of 1938; the Occupational Health and Safety Act;
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1 the Americans with Disabilities Act; the Family and Medical Leave Act; the California
2 Fair Employment and Housing Act; the California Family Rights Act; the public policies
3 set forth under all such statutes, all claims arising under the California Labor Code and the
4 Wage Orders adopted by the California Industrial Welfare Commission; violations of
5 California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.), and any
6 other applicable laws, whether in law or in equity, which Plaintiffs assert or could assert
7 under contract, at common law or under any statute, ordinance, rule, regulation, order or
8 law, whether federal, state, or local, or on any grounds whatsoever, including but not
9 limited to, any claims under any other federal, state or local statute, ordinance or
10 regulation. For the purpose of implementing a full and complete release, Plaintiffs
11 expressly acknowledge that this release Plaintiffs give in this Agreement is intended to
12 include in its effect, without limitation, claims that Plaintiffs did not know of suspect to
13 exist at the time of the execution hereof, regardless of whether the knowledge of such
14 claims, or the facts upon which they might be based, would materially have affected the
15 settlement of this matter, and that the consideration given under this Agreement is also for
16 the release of those claims and contemplates the extinguishment of any such unknown
17 claims. In furtherance of this Agreement, Plaintiffs waive any rights Plaintiffs may have
18 under California Civil Code Section 1542 (and other similar statutes and regulations).

19 Section 1542 states:

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21
22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
23 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
24 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
25 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**
26 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
27 **THE DEBTOR OR RELEASED PARTY.**

28 To the extent permitted by applicable law, the release and waiver set forth above is valid
and binding, whether the claims and rights released and waived arise under any federal, state, or

1 local statute, regulation or ordinance, under the common law or in equity or under any policy,
2 agreement, understanding, or promise, written or oral, formal or informal, between the Settlement
3 Parties. Plaintiffs acknowledge that Plaintiffs may hereafter discover facts, matters or events
4 different from or in addition to those Plaintiffs now know or believe to be true in respect to the
5 claims, demands, damages, debts, liabilities, accounts, actions or causes of action herein released,
6 and hereby agree that these releases shall be and remain in effect in all respects as a complete
7 general release as to the matters released, notwithstanding any such different or additional facts.
8 Plaintiffs agree that this waiver is an essential and material term of this release and the settlement
9 that underlies it and that without such waiver the settlement would not have been accepted.
10

11 **2.7 Release of Claims by Class Members.** Upon the Effective Date, all Releasing
12 Parties on behalf of themselves and each of their heirs, representatives, successors, assigns
13 and attorneys, shall fully and finally waive, release and forever discharge and forfeit, and
14 be deemed to have fully, finally and forever released and discharged all Released Class
15 Claims against Defendant and any parents, subsidiaries, and affiliates thereof, including,
16 without limitation, Copan, Copan Italia S.p.A., Copan Diagnostic's parent company
17 organized under the laws of Italy, and, with respect to each of them, their predecessors or
18 successors; and, with respect to each such entities, all agents, employees (current and
19 former), officers, shareholders, owners, directors, insurers, attorneys, or assigns thereof,
20 including, without limitation, Fabrizio Mazzocchi, Angelo Messa, Jennifer Gonzalez,
21 Susan Worthington, Victor Gonzalez, Norman Sharples, and Gabriela Franco ("Released
22 Parties"), from any and all claims or actions for all known and unknown claims, losses,
23 damages, liquidated damages, penalties, interest, liabilities, causes of action, civil
24 complaints, arbitration demands or suits which arise from the causes of action and facts
25 asserted in the Class Action, and including, without limited to the foregoing, all claims
26 under the California Labor Code as alleged in the Class Action, including without
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1 limitation any and all claims under the California Labor Code sections 201, 202, 203, 204,
2 226, 226.3, , 226.7, 227.3, 510, 512(a), 558, 558.1, 1174, 1174.5, 1175, 1194, 1197,
3 1197.1, 1198, 2802, 2804, violations for unpaid overtime and minimum wages, failure to
4 timely pay wages upon termination, failure to provide compliant wage statements, failure
5 to reimburse business expenses, unpaid earned, and accrued and vested vacation pay, and
6 violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et
7 seq.), or other remuneration whether sought under statute, tort, contract or as an unfair
8 business practice, released by Plaintiffs and each of the Settlement Class Members during
9 the Class Period on behalf of themselves and each of their heirs, representatives,
10 successors, assigns and attorneys, which shall be fully, finally and forever released,
11 relinquished and discharged ("Released Class Claims").

12
13 **2.8** PAGA Released Claims. Upon the Effective Date, each PAGA Employee on behalf
14 of themselves and each of their heirs, representatives, successors, assigns and attorneys,
15 and the LWDA fully and finally waive, release and forever discharge and forfeit, and be
16 deemed to have fully, finally and forever released and discharged all PAGA claims against
17 Defendant and any parents, subsidiaries, and affiliates thereof, including, without
18 limitation, Copan, Copan Italia S.p.A., Copan Diagnostic's parent company organized
19 under the laws of Italy, and, with respect to each of them, their predecessors or successors;
20 and, with respect to each such entities, all agents, employees (current and former), officers,
21 shareholders, owners, directors, insurers, attorneys, or assigns thereof, including, without
22 limitation, Fabrizio Mazzocchi, Angelo Messa, Jennifer Gonzalez, Susan Worthington,
23 Victor Gonzalez, Norman Sharples, and Gabriela Franco ("Released Parties"), from any
24 and all claims or actions for civil penalties under PAGA (the Private Attorneys General
25 Act sections 2698, et seq.) for all claims that could have been sought by the LWDA for
26 conduct or omissions based on or arising out of the factual allegations of the pre-filing
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1 letter and its attached Complaint under Labor Code section 2699.3, and as alleged in the
2 Third Amended Complaint (the operative pleading) during the PAGA Period, including
3 any and all claims under the California Labor Code section 2698 et. seq for alleged
4 California Labor Code violations under 201, 202, 203, 204, 226, 226.3, , 226.7, 227.3, 510,
5 512(a), 558, 558.1, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, , 2699, , 2699.5, 2802,
6 2804, for violations for unpaid overtime, unpaid meal period premiums and rest period
7 premiums, unpaid minimum wages, failure to timely pay wages upon termination, failure
8 to provide accurate wage statements, failure to reimburse necessary business expenses, and
9 failure to pay earned, and accrued and vested vacation pay ("PAGA Released Claims"). As
10 a result of this Agreement), Class Members will be deemed to no longer to be aggrieved
11 employees for the purposes of PAGA.
12

13 **3. PRELIMINARY APPROVAL PROCESS.**

14 **3.1 Amended Complaint.** The Parties agree that Plaintiffs Badis, Reyes and
15 Gutierrez shall file a Third Amended Complaint in the Action on behalf of themselves and
16 the Class and PAGA Group (as defined in Sections 1.1 and 1.25A), for purposes of this
17 Settlement only (to include all potential claims waived, released and discharged as part of
18 this Settlement including but not limited to violations for unpaid overtime, unpaid meal
19 period premiums and rest period premiums, unpaid minimum wages, failure to timely pay
20 wages upon termination, failure to provide accurate wage statements, failure to reimburse
21 necessary business expenses, and failure to pay earned, and accrued and vested vacation
22 pay, and that is substantially similar to the form attached hereto as **Exhibit A – Third
23 Amended Complaint** (the "Third Amended Complaint"). The Parties will finalize and
24 execute the Joint Stipulation for Leave to File a Third Amended Complaint at least five (5)
25 court days prior to filing.
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1 **3.2 Preliminary Approval Hearing.** As soon as practicable after this Agreement is fully
2 executed Plaintiffs shall file a motion for preliminary approval (along with the Joint
3 Stipulation re Leave to File the Third Amended Complaint and Third Amended
4 Complaint) seeking an order from the Court for: (i) conditional certification of the Class
5 for settlement purposes only; (ii) preliminary approval of this Settlement Agreement; (iii)
6 setting a date for the Fairness Hearing; (iv) appointing Plaintiffs as class representatives for
7 settlement purposes only; and (v) appointing the law firms of Collins Kim, Lawyers for
8 Justice and James Hawkins APLC as Class Counsel for settlement purposes only.
9 Defendant will not oppose Plaintiff seeking conditional certification of the Class for
10 settlement purposes only. Plaintiffs shall provide a copy of the Agreement to the LWDA,
11 pursuant to California Labor Code section 2699(1)(2), at the same time that it is submitted
12 to the Court.

13 **3.3 Preliminary Approval of Notice.** In conjunction with the motion for entry of the
14 Preliminary Approval Order, Plaintiffs shall submit for Court approval the proposed Class
15 Notice. The Preliminary Approval Order shall also provide for the Class Notice to be sent
16 to all Class Members by the Settlement Administrator.

17 **3.4 Preliminary Approval Briefing.** Class Counsel shall draft the motion for
18 preliminary approval of the Settlement and provide Defendant with a copy of the draft
19 preliminary approval pleadings and attachments at least ten (10) court days prior to filing
20 so that Defendant may provide any comments to the drafts. Defendant shall be permitted,
21 but not required, to file its own brief in support of the Preliminary Approval Order.

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

23 **4.1 Delivery of the Class List.** Within ten (10) calendar days after entry of the
24 Preliminary Approval Order, Defendant shall provide the Class List to the Settlement
25 Administrator.
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1 **4.2 Notice by First-Class U.S. Mail.** Within thirty (30) calendar days after entry of the
2 Preliminary Approval Order, the Settlement Administrator shall mail the Class Notice via
3 First-Class U.S. Mail to all Class Members for whom it has a valid U.S. Postal address.
4 Each Class Member's Class Notice shall include the number of Workweeks with which the
5 Class Member has been credited. Each Class Member's Class Notice shall also include a
6 Exhibit D - Workweek Dispute Form, Exhibit E - Request for Exclusion Form, and Exhibit
7 F - Objection Form.
8

9 **4.3 Updating of Contact Information in the Class List.** After receiving the Class List
10 and prior to mailing the Class Notice, the Settlement Administrator shall perform a search
11 based on the National Change of Address Database for information to update and correct
12 for any known or identifiable address changes. If the Settlement Administrator determines
13 that a Class Member has more than one address and it cannot reasonably determine which
14 address is the most current, the Settlement Administrator shall mail the Class Notice to all
15 such addresses.
16

17 **4.4 Re-Mailing of Notice.** Any Class Notice returned to the Settlement Administrator
18 as non-deliverable on or before the Response Deadline shall be sent promptly via First-
19 Class U.S. Mail to the forwarding address affixed thereto. With respect to Class Notices
20 returned to the Settlement Administrator without a forwarding address, the Settlement
21 Administrator shall make an attempt to locate an address by way of skip-trace and
22 promptly re-mail the returned Class Notice via First-Class U.S. Mail.

23 **4.5 Workweek Dispute Procedure.** To dispute the number of Workweeks with which
24 they have been credited, a Class Member must timely submit a Workweek Dispute (i.e. via
25 a Workweek Dispute Form [Exhibit D]) to the Settlement Administrator by the Response
26 Deadline. The Workweek Dispute may be submitted by U.S. Mail or other delivery
27 service. The submission date is deemed to be, in the case of submission by U.S. Mail or
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1 other delivery service, the date the Workweek Dispute is sent, as evidenced by the
2 postmark or other delivery service date stamp. Class Members who timely submit
3 Workweek Disputes may produce evidence to the Settlement Administrator showing that
4 the Workweek information is inaccurate. The Settlement Administrator shall decide the
5 dispute. Defendant's records will be presumed correct, but the Settlement Administrator
6 will evaluate the evidence submitted by the Class Member and will make the final decision
7 as to the merits of the dispute. The Settlement Administrator may ask Defendant to
8 produce additional information regarding the Class Member disputing their credited
9 Workweeks for the purpose of resolving the dispute. Defendant shall strive to provide such
10 information within five (5) business days of the Settlement Administrator's request. It is
11 understood and agreed that any decision by the Settlement Administrator shall not operate
12 to increase the Gross Settlement Amount unless resolution of the Workweek Dispute
13 causes the Workweeks threshold in Section 6.2 to be exceeded.

14
15 **4.6 Request for Exclusion Procedures.** Any Class Member wishing to opt out of the
16 Class Settlement must submit by U.S. Mail or other delivery service a written and signed
17 Request for Exclusion (i.e. via the Request for Exclusion Form [Exhibit E]) to the
18 Settlement Administrator (at the address set forth in the Class Notice) containing all the
19 information required by Section 1.33 of this Agreement, on or before the Response
20 Deadline. The date the Request for Exclusion is sent, as evidenced by the postmark or
21 other delivery service date stamp, shall be the exclusive means to determine whether a
22 Request for Exclusion has been timely submitted. Class Members who submit a timely and
23 valid Request for Exclusion will not be bound by the Class Settlement and will have no
24 standing to object to the Settlement; however, they will be bound by the PAGA Released
25 Claims. As described in Sections 7.2 and 7.3, all Class Members will be entitled to a pro
26 rata share of the PAGA Group Amount regardless of whether they opt out under this
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1 Section 4.6. If more than 10% of Class Members timely and validly opt out of the
2 Settlement, Defendant may elect to terminate the Agreement. If Defendant terminates the
3 Agreement under this provision, Defendant will bear any of the already incurred costs of
4 the provision of notice and third party settlement administration.
5

6 **4.7 Objection Procedures.** To object to the Class Settlement or the Agreement, a
7 Settlement Class Member must submit a valid Objection (i.e. via the Objection Form
8 [Exhibit F]), by U.S. Mail or other delivery service, to the Settlement Administrator (at the
9 address set forth in the Class Notice) on or before the Response Deadline. The Objection
10 must be signed by the Settlement Class Member and contain all information required by
11 Section 1.24 of this Agreement. The date the Objection is sent, as evidenced by the
12 postmark or other delivery service date stamp, shall be the exclusive means to determine
13 whether an Objection has been timely submitted. If a Class Member wishes to speak at the
14 Fairness Hearing, they should (but are not required to) file a notice of intention to appear
15 with the Court and provide a copy of the notice and their Objection to counsel for both
16 Parties. All Settlement Class Members will be permitted to appear and speak at the
17 Fairness Hearing in order to have an Objection heard by the Court. Settlement Class
18 Members who fail to object in the manner specified in this Agreement shall be deemed to
19 have waived all objections to the Agreement and shall be foreclosed from making any
20 objections (whether by appeal or otherwise) to the Settlement.
21

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

4
5 **4.9** Notice Sufficient. The Parties agree not to engage in any other form of non-Court-
6 sanctioned notification or publicity relating to this Settlement or the Action.

7 **4.10** No Solicitation of Settlement Objections or Exclusions. The Parties agree that at no
8 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class
9 Members to submit Objections or Requests for Exclusion, or to appeal from the Court's
10 Final Approval Order and Judgment.

11 **4.11** Certification of Completion. The Settlement Administrator shall provide a written
12 declaration under oath certifying the completion of its notice-related tasks no later than
13 twenty-one (21) calendar days after the Response Deadline.

14 **5. FAIRNESS HEARING; JUDGMENT.**

15 **5.1** Fairness Hearing and Entry of the Final Approval Order and Judgment. Upon
16 expiration of the deadlines to submit Workweek Disputes, Requests for Exclusion, or
17 Objections to the Agreement as described above, a Fairness Hearing shall be conducted to
18 determine whether the Court should enter a Final Approval Order and Judgment, providing
19 for, among other things, payment of Individual Settlement Amounts to Settlement Class
20 Members and the amounts properly payable for (i) the Class Counsel Award; (ii) the Class
21 Representatives Enhancement Payments; (iii) the PAGA Penalty Amount; and (iv) all
22 Settlement Administration Costs. Plaintiffs shall request that the Fairness Hearing be held
23 within one hundred twenty (120) calendar days after entry of the Preliminary Approval
24 Order, subject to the Court's availability.

25
26 **5.2** Judgment and Continued Jurisdiction. Pursuant to California Rules of Court, Rule
27 3.769(h), upon final approval of this Agreement by the Court, the Parties shall present the
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1 judgment to the Court for its approval. After entry of the judgment, the Court shall have
2 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
3 enforcement of the terms of the Agreement, (ii) Agreement administration matters, and (iii)
4 such post-judgment matters as may be appropriate under court rules or applicable law, or
5 as set forth in this Agreement.
6

7 **5.3** Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
8 Member who does not affirmatively opt-out of the Class Settlement by submitting a timely
9 and valid Request for Exclusion shall be bound by all of the terms of the Agreement,
10 including those pertaining to the Released Claims, as well as any order that may be entered
11 by the Court if it grants final approval of this Agreement. Notwithstanding the submission
12 of any timely and valid Request for Exclusion, all Class Members (including the PAGA
13 Group) will be bound by the PAGA Released Claims under the Final Approval Order and
14 Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).
15

16
17 **6. NULLIFICATION OR MODIFICATION OF AGREEMENT.**

18 **6.1** Defendant's Right to Revoke. Defendant may terminate and withdraw from this
19 Agreement at any time prior to the date the Court's approval of the Agreement becomes
20 "final" (i.e., not subject to appeal or reconsideration) if: (a) the Agreement is construed in
21 such a fashion that Defendant is required to pay more than the Gross Settlement Amount
22 and Employer payroll taxes on the wage portion of the settlement (except as provided in
23 Section 6.2); (b) the Court makes an order inconsistent with any of the terms of this
24 Agreement including, but not limited to, certifying for settlement purposes a class or
25 representative action that is different from the Class defined in Sections 1.1, 1.1A (Field
26 Service Engineers to the extent included in the Class) or PAGA Group defined in Section
27 1.25A, or any modification relating to the release of all claims (except for an order
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1 reducing the Class Counsel Award or the Class Representative Enhancement Payment); (c)
2 following the signing of this Agreement, any court certifies, whether on a conditional basis
3 or not, a class, collective, or representative action involving a claim covered by this
4 Agreement; (d) any government department or agency raises objections to the terms in the
5 Agreement or otherwise indicates that it intends to pursue remedies beyond those
6 contemplated by the Agreement; or (e) more than 10% of Class Members timely and
7 validly opt out of the Class. If Defendant terminates and withdraws under this provision,
8 Defendant will bear any of the already incurred Settlement Administration Costs. In the
9 event that the basis for withdrawal is a Court order as described in items (a) and (b) above,
10 Defendant must provide written notice to Plaintiff of its intent to terminate and withdraw
11 within two (2) weeks of the date on which the offending order is filed and served. Failure
12 to provide timely notice will serve as a waiver of the right to revoke under the
13 circumstances described in item (a) or (b) above.
14

15 **6.2** Modification Based on Increase in Number of Workweeks Worked by Class
16 Members (“Escalator Clause”). Defendant has represented that Defendant represents that
17 there are 27,812 workweeks worked by Class Members between September 14, 2018 (the
18 Badis class period start date), and April 5, 2024 (the Gutierrez Mediation date), and
19 anticipates that an additional 4,748 workweeks will be worked through the anticipated
20 October 29, 2024 preliminary approval on Consolidated cases [Gutierrez class action and
21 PAGA action and Badis class action]. If the number of workweeks worked by settlement
22 class members during the Class Period is more than 10% greater than this figure (i.e., if
23 there are more than 35,816 workweeks worked by settlement class members), Defendant
24 agrees to increase the Maximum Settlement Amount on a proportional basis (i.e., if there
25 was a 12% increase in the number of workweeks worked by settlement class members,
26 Defendant would agree to increase the Maximum Settlement Amount by 2%).
27
28

1 **6.3 Action Status if Settlement Not Approved.** This Agreement is being entered into for
2 Settlement purposes only. In the event that [1] Defendant invokes its rights under Sections
3 4.6 or 6.1 of this Agreement, [2] the Court conditions its approval of either the Preliminary
4 Approval Order or the Final Approval Order and Judgment on any modifications of this
5 Agreement that are not acceptable to all Parties (including, but not limited to, any
6 modification of the Class or the claims and penalties being released) except for any
7 reduction of the Class Counsel Award or the Class Representative Enhancement Payment,
8 [3] the Court does not approve the Settlement Agreement or enter the Final Approval
9 Order and Judgment, or [4] the Court's approval of this Agreement does not become
10 "final" for any reason, then this Agreement will be deemed null and void ab initio. In that
11 event, (a) the Preliminary Approval Order, and/or Final Approval Order and Judgment, and
12 all of its or their provisions will be vacated by its or their own terms, including, but not
13 limited to, vacating conditional certification of the Class, conditional appointment of
14 Plaintiff as a class representative and conditional appointment of Collins Kim, Lawyers for
15 Justice and James Hawkins APLC as Class Counsel, (b) the Action will revert to the status
16 that existed before the execution date of the Badis Memorandum of Understanding, and (c)
17 no term or draft of the Badis Memorandum of Understanding or this Agreement
18 contemplated by it, or any part of the Parties' settlement discussions, negotiations or
19 documentation will have any effect or be admissible into evidence for any purpose in the
20 Action or any other proceeding. If the Court does not approve this Agreement or enter the
21 Final Approval Order and Judgment for any reason, or if the Court's approval of this
22 Agreement does not become "final" for any reason, Defendant shall retain all its rights to
23 object to the maintenance of the Action as a class and/or representative action, and nothing
24 in the Badis Memorandum of Understanding or this Agreement contemplated by it or other
25 papers or proceedings related to the Badis Memorandum of Understanding or this
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1 Agreement contemplated by it shall be used as evidence or argument by any Party
2 concerning whether the Action may properly be maintained as a class and/or representative
3 action.
4

5 **7. DISTRIBUTION.**

6 **7.1 Individual Settlement Amounts Calculations.** The Individual Settlement Amount is
7 based upon the approximate number of Workweeks each Settlement Class Member worked
8 as a Class Member during the Class Period. Individual Settlement Amounts shall be
9 calculated and apportioned by the Settlement Administrator as follows:

10 (a) The Settlement Administrator shall determine the number of Workweeks
11 during the Class Period for each Settlement Class Member and the Total
12 Workweeks based on the Class List provided by Defendant.

13 (b) The Settlement Administrator shall divide the Net Settlement Fund by the
14 number of Total Workweeks to derive the "Workweek Value"

15 (c) For each Settlement Class Member, the Settlement Administrator shall
16 multiply the determined number of Workweeks they worked during the Class
17 Period by the Workweek Value. The resulting figure shall be the "Individual
18 Settlement Amount" for each such Settlement Class Member.

19 (d) The Individual Settlement Amount(s) will be allocated for tax purposes as
20 follows: Thirty-Three (33%) of each Individual Settlement Payment will be
21 allocated as wages; Thirty-Three (33%) will be allocated interest, and Thirty-four
22 (34%) as penalties. The portion allocated to wages will be reported on an IRS
23 Form W-2 and the portions allocated to non-wages (interest and penalties) will be
24 reported on an IRS Form 1099 by the Settlement Administrator. Plaintiff and Class
25 Members shall assume full responsibility and liability for the payment of taxes due
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on such awards except that Defendant shall solely be responsible for the employer portion of the payroll taxes on the wages portion of such payments.

7.2 Distribution of the PAGA Group Amount. The Settlement Administrator shall divide the PAGA Group Amount by the total number of PAGA Group members (i.e., the total number of Class Members). The resulting figure shall be each Class Member's pro rata share of the PAGA Group Amount, and these share amounts shall be reported on an IRS Form 1099.

7.3 Distribution Timing of Individual Settlement Amounts and the PAGA Group Amount. Individual Settlement Amounts shall be paid by check and mailed to Settlement Class Members within ten (10) business days following the Effective Date. Class Member pro rata shares of the PAGA Group Amount shall be paid by check and mailed to Class Members within ten (10) business days following the Effective Date. If administratively feasible, the Settlement Administrator will combine into one check a Settlement Class Member's Individual Settlement Amount and their pro rata share of the PAGA Group Amount.

7.4 Uncashed Settlement Checks. If any checks mailed to Settlement Class Members remain uncashed after the expiration of 120 days, or an envelope mailed to a Settlement Class Member is returned and no forwarding address can be located for the Settlement Class Member after reasonable efforts have been made (including, but not limited to, skip tracing)("Initial Distribution"); then the the Settlement Administrator, after 140 days from initial mailing, shall send a pro-rata Second Distribution of those uncashed funds to the Settlement Class Members who cashed their original checks sent during the Initial Distribution. The Second Distribution checks will expire 60 days after mailing. If there remains any uncashed monies/checks after the Second Distribution those uncashed monies will be sent by the Settlement Administrator to the California State Controller's Unclaimed

Property Division in accordance with California Unclaimed Property Laws. Settlement Class Member who fails to timely cash or deposit their check(s) shall remain subject to the terms of the Settlement, including without limitation all releases contained herein, and the Final Approval Order and Judgment from the Court.

7.5 Intentionally Left Blank

8. MISCELLANEOUS PROVISIONS.

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

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

1 this Agreement, the Parties may seek the assistance of the Court to resolve such
2 disagreement.

3 **8.3** Extension of Postmark Deadlines Falling on a Sunday or Federal Holiday. If the
4 last day for a Class Member to submit any document under this Agreement falls on a
5 Sunday or state or Federal holiday, the deadline will be extended to the next day on which
6 the U.S. Postal Service is open.

7 **8.4** Exhibits Incorporated by Reference. The terms of this Agreement include the terms
8 set forth in any attached Exhibit, which are incorporated by this reference as though fully
9 set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement.

10 **8.5** Confidentiality. Plaintiffs and Class Counsel will keep the Settlement Agreement
11 and related documents, and their settlement negotiations (including, but not limited to, the
12 negotiations in the course of mediation), confidential and will not disclose that information
13 to any third party until such time as Plaintiffs file the motion seeking entry of the
14 Preliminary Approval Order. Plaintiffs and Class Counsel will make no comments of any
15 kind regarding the Settlement Agreement to the press/media, or for purposes of
16 advertising. Plaintiffs and Class Counsel agree that they will not issue any press releases or
17 post any statements regarding the Settlement Agreement on any websites or initiate any
18 contact with the media. If Plaintiffs and/or Class Counsel are contacted by the media, or
19 any other third party, regarding the Settlement Agreement, they may only advise that the
20 Action has been amicably resolved and refer them to the public filings in the Action.
21 Plaintiffs and Class Counsel agree that they will not disclose the terms of the Settlement
22 Agreement on any websites or in any other materials not necessary for the facilitation of
23 the Settlement Agreement. Plaintiffs and Class Counsel shall retain the right to discuss the
24 Settlement Agreement with the Parties and the Class. Plaintiffs and Class Counsel agree to
25 maintain the confidentiality of any non-public information exchanged pursuant to the
26
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Parties' mediation privilege and confidentiality and that they will not disclose any settlement or mediation privileged communications. Plaintiffs and Class Counsel also agree and acknowledge that any breach of this Section 8.5 may cause irreparable harm or damage to Defendant that is difficult to ascertain, and thus Plaintiffs and Class Counsel agree that any breach of this Section 8.5 shall give Defendant the right to obtain injunctive or other applicable equitable relief, in addition to any other remedies available in law or equity.

8.6 Intentionally Left Blank

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

8.8 No Conflict Intended. Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

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

8.10 Interim Stay of Proceedings. The Parties agree to refrain from further litigation of the Action, except such proceedings necessary to implement and obtain entry of the Final Approval Order and Judgment. The Parties shall jointly seek to stay all dates and deadlines in the Action pending final approval of this Stipulation. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate if the motion for entry of the Preliminary Approval Order or the Final Approval Order and Judgment are denied by the Court.

1 **8.11 No Injunctive Relief Against Defendant.** As part of this Settlement Agreement,
2
3 Defendant shall not be required to enter any consent decree, nor shall Defendant be
4 required to agree to any provision of injunctive relief.

5 **8.12 Waiver of Appeal.** Plaintiffs and Class Counsel agree to waive appeals of an order
6 granting final approval of this Settlement Agreement or entering judgment in this Action
7 so long as such order is consistent with the material terms of this Agreement.

8 **8.13 Class List.** Within seven (7) months after the Effective Date and completion of the
9 administration, or in the event the Settlement is terminated pursuant to Section 4.6 or 6.1,
10 all originals, copies, documents, transcriptions, iterations, or drafts of the Class List or any
11 portion thereof, including any updated Class Member contact information obtained via,
12 e.g., the National Change of Address database, shall be returned to Defendant by the
13 Settlement Administrator.

14 **8.14 Entire Agreement.** This Agreement and any attached Exhibit constitutes the entirety
15 of the Parties' settlement terms. No other prior or contemporaneous written or oral
16 agreements may be deemed binding on the Parties.

17 **8.15 Amendment or Modification.** This Agreement may be amended or modified only
18 by a written instrument signed by counsel for all Parties or their successors-in-interest and
19 if after entry of the Preliminary Approval Order, as approved by the Court.

20 **8.16 Real Party in Interest.** In executing this Settlement Agreement, the Parties warrant
21 and represent that they, including Plaintiffs in their representative capacities on behalf of
22 the Class, PAGA Group and all others alleged to be similarly situated, are the only persons
23 having any interest in the claims asserted in the Action. Neither these claims, nor any part
24 of these claims, have been assigned, granted, or transferred in any way to any other
25 persons.
26
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1 **8.17 Authorization to Enter Into Agreement.** Counsel for all Parties warrant and
2 represent they are expressly authorized by the Party whom they represent to negotiate this
3 Agreement and to take all appropriate action required or permitted to be taken by such
4 Parties pursuant to this Agreement to effectuate its terms, and to execute any other
5 documents required to effectuate the terms of this Agreement.
6

7 **8.18 Voluntary Agreement.** The Parties have negotiated the settlement at arms- length
8 and in good faith, with assistance from mediator Lisa Klerman, a respected mediator, and
9 have executed this Settlement Agreement knowingly, voluntarily, and without duress or
10 undue influence.

11 **8.19 Dispute Resolution.** The Parties agree to have mediator Lisa Klerman seek to
12 resolve any and all disputes that may arise in connection with interpreting the terms of this
13 Settlement Agreement. In the event the mediator is unavailable, the Parties shall cooperate
14 in good faith to identify another mediator. Defendant and Class Counsel shall split equally
15 and pay for any mediator fees and costs associated with seeking mediator assistance
16 pursuant to this Section 8.19. Under no circumstances shall any mediator fees or costs
17 incurred pursuant to this Section 8.19 be taken out of the Gross Settlement Amount.
18

19 **8.20 Cooperation and Drafting.** The Parties have cooperated in the drafting and
20 preparation of this Agreement. Hence, in any construction made to this Agreement, the
21 same shall not be construed against any of the Parties.

22 **8.21 Change of Time Periods.** All time periods and dates described in this Settlement
23 Agreement are subject to the Court's approval. These time periods and dates may be
24 changed by the Court or by the Parties' written agreement without notice to the Class.

25 **8.22 Binding on Successors and Assigns.** This Agreement shall be binding upon and
26 inure to the benefit of the Parties and their respective heirs, trustees, executors,
27 administrators, successors and/or assigns.
28

1 **8.23** California Law Governs. All terms of this Agreement and Exhibits hereto shall be
2 governed by and interpreted according to the laws of the State of California.

3
4 **8.24** Execution and Counterparts. This Agreement may be executed in counterparts
5 which shall be deemed to be part of one original, and facsimile and electronic image copies
6 of signatures (including by PDF, DocuSign, or any electronic signature complying with the
7 U.S. federal ESIGN Act of 2000) or other transition method shall be equivalent to original
8 signatures.

9 **8.25** Enforceability. The Parties intend this to be a binding, enforceable and admissible
10 settlement agreement under California Code of Civil Procedure section 664.6 and
11 California Evidence Code section 1123(b).

12 **8.26** Inadmissibility. This Settlement Agreement, whether approved or not approved,
13 revoked, or made ineffective for any reason, and any proceedings related to this settlement
14 and any discussions relating thereto shall be inadmissible as evidence of any liability or
15 wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing
16 in any Court or other tribunal in any state, territory, or jurisdiction, or in any manner
17 whatsoever. Further, neither this Settlement Agreement, nor any proceedings taken
18 pursuant to it, shall be construed, offered or received in evidence as an admission,
19 concession or presumption that class certification is appropriate, except to the extent
20 necessary for the consummation of this Agreement.

21
22 **8.27** Agreement Constitutes a Complete Defense. To the extent permitted by law, this
23 Settlement Agreement may be pled as a full and complete defense to any action, suit, or
24 other proceedings that may be instituted, prosecuted or attempted against the Released
25 Parties contrary to any releases contained herein, including the release of the Released
26 Claims and the PAGA Released Claims.

1 **8.28 Defendant's Position.** Defendant states that it has acted lawfully at all times and its
2 policies and practices have been lawful, fair and consistent with all relevant laws, rules,
3 and regulations. Defendant denies all claims as to liability, damages, penalties, interest,
4 fees, restitution, injunctive relief and all other forms of relief as well as the class
5 allegations asserted in the Action. To the extent this Agreement is deemed void, Defendant
6 does not waive, but rather expressly reserves, all rights to challenge all such claims and
7 allegations in the Action upon all procedural and factual grounds, including without
8 limitation the ability to challenge class, collective, and representative action treatment on
9 any grounds, as well as asserting any and all other potential defenses or privileges.
10 Plaintiffs and their counsel agree that Defendant retains and reserves these rights.
11 Specifically, Plaintiffs and their counsel agree not to argue or present any argument that, in
12 the event this Agreement is not approved in full, Defendant could not oppose any class or
13 collective certification motion, file a later motion for de-certification, contest any class
14 action or collective certification on any grounds, or assert any and all other potential
15 defenses and privileges if any or all of the Action were to proceed. Plaintiffs and their
16 counsel hereby waive such arguments and agree they will not take a position contrary to
17 this provision.
18

19 **8.29 No Admission of Liability.** Nothing in the Badis Memorandum of Understanding
20 or the Settlement Agreement may be construed as an admission or concession on any point
21 of fact or law by or against any Party.
22
23
24

25 **REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**
26
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SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF ADAM BADIS

Dated: 08 / 22 / 2024

Adam Badis
Adam Badis

PLAINTIFF ANGELICA REYES

Dated: 08 / 23 / 2024

Angelica Reyes
Angelica Reyes

PLAINTIFF MONICA MELISSA GUTIERREZ

Dated: _____

Monica Melissa Gutierrez

COPAN DIAGNOSTICS, INC.

Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM:

Dated: _____

COZEN O'CONNOR

By: _____
C. Edward Langhammer Jr.

Attorneys for Defendants
COPAN DIAGNOSTICS, INC.

COLLINS KIM

Dated: September 12, 2024

Tae Kim
Tae Kim, Esq
Attorneys for Plaintiffs Badis and Reyes and Putative Class

COZEN O' CONNOR
401 WILSHIRE BOULEVARD
SUITE 850
SANTA MONICA, CA 90401

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SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF ADAM BADIS

Dated: _____

Adam Badis

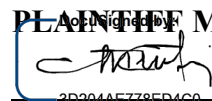
PLAINTIFF ANGELICA REYES

Dated: _____

Angelica Reyes

PLAINTIFF MONICA MELISSA GUTIERREZ

Dated: 8/21/2024 _____


3D204AE778ED460...
Monica Melissa Gutierrez

COPAN DIAGNOSTICS, INC.

Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM:

Dated: _____

COZEN O'CONNOR

By: _____
C. Edward Langhammer Jr.

Attorneys for Defendants
COPAN DIAGNOSTICS, INC.

COLLINS KIM

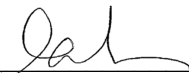
Dated: _____

Tae Kim, Esq
Attorneys for Plaintiffs Badis and Reyes and Putative Class

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JAMES HAWKINS APLC

Dated: 08/21/2024



Gregory Mauro, Esq
Attorneys for Plaintiff and Putative Class

COZEN O' CONNOR
401 WILSHIRE BOULEVARD
SUITE 850
SANTA MONICA, CA 90401

COZEN O' CONNOR
401 WILSHIRE BOULEVARD
SUITE 850
SANTA MONICA, CA 90401

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF ADAM BADIS

Dated: _____

Adam Badis

PLAINTIFF ANGELICA REYES

Dated: _____

Angelica Reyes

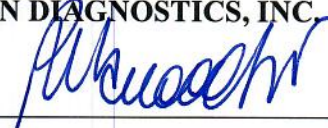
PLAINTIFF MONICA MELISSA GUTIERREZ

Dated: _____

Monica Melissa Gutierrez

COPAN DIAGNOSTICS, INC.

Dated: 08/27/2024



Fabrizio Mazzocchi

Please Print Name of Authorized Signatory

APPROVED AS TO FORM:

Dated: _____

COZEN O'CONNOR

By: _____
C. Edward Langhammer Jr.

Attorneys for Defendants
COPAN DIAGNOSTICS, INC.

COLLINS KIM

Dated: _____

Tae Kim, Esq
Attorneys for Plaintiffs Badis and Reyes and Putative Class

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF ADAM BADIS

Dated: _____

Adam Badis

PLAINTIFF ANGELICA REYES

Dated: _____

Angelica Reyes

PLAINTIFF MONICA MELISSA GUTIERREZ

Dated: _____

Monica Melissa Gutierrez

COPAN DIAGNOSTICS, INC.

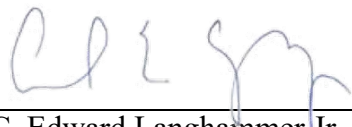
Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM:

Dated: September 12, 2024

COZEN O'CONNOR

By:  _____

C. Edward Langhammer Jr.

Attorneys for Defendants
COPAN DIAGNOSTICS, INC.

COLLINS KIM

Dated: _____

Tae Kim, Esq
Attorneys for Plaintiffs Badis and Reyes and Putative Class

EXHIBIT A

Tae Kim (SBN 210465)
Dawn Collins (SBN 193447)
COLLINS KIM LLP
515 S. Flower St., 18th Floor
Los Angeles, CA 90071
Tel: (213) 341-0238 / Fax: (213) 341-0239

Attorneys for Plaintiffs
Adam Badis and Angelica Reyes

[Additional counsel listed on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ADAM BADIS, ANGELICA REYES, and
MONICA MELISSA GUTIERREZ,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

COPAN DIAGNOSTICS INC., a New York
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CVRI2203991

[Assigned for all purposes to the Hon. Harold
W. Hopp, Dept. 10]

**[PROPOSED] THIRD AMENDED CLASS
AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code §§ 226, 226.3, 558.1 (Failure to Provide Accurate Wage Statements);
- (7) Failure to Reimburse Necessary Business Expenses Required by Labor Code § 2802
- (8) Failure to Pay Vested Vacation Pay at Separation Required by Labor Code § 227.3
- (9) Violation of California Business & Professions Code §§ 17200, et seq.
- (10) Violation of Private Attorneys General Act of 2004 (PAGA) Labor Code §2698 et seq.

DEMAND FOR JURY TRIAL

Additional Counsel

Edwin Aiwazian (SBN 232943)
Tara Zabehi (SBN 314706)
Travis J. Maher (SBN 327206)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Adam Badis and Angelica Reyes, Plaintiffs

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff MONICA MELISSA GUTIERREZ,
Individually and on behalf of all others similarly situated

COMES NOW, Plaintiffs ADAM BADIS, ANGELICA REYES, and MONICA MELISSA GUTIERREZ (“Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, demands a jury trial and alleges as follow:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Riverside. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Riverside. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Riverside.

PARTIES

5. Plaintiff ADAM BADIS is an individual residing in the State of California, County of Riverside.

6. Plaintiff ANGELICA REYES is an individual residing in the State of California, County of San Diego.

7. Plaintiff, MONICA MELISSA GUTIERREZ, was at all times relevant to this

1 action, a resident of California.

2 8. Defendant COPAN DIAGNOSTICS INC., at all times herein mentioned, was
3 and is, upon information and belief, an employer whose employees are engaged throughout the
4 State of California, including the County of Riverside.

5 9. At all relevant times, Defendant COPAN DIAGNOSTICS INC. was the
6 “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

7 10. At all times herein relevant, Defendants COPAN DIAGNOSTICS INC., and
8 DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
9 employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or
10 assigns, each of the other, and at all times relevant hereto were acting within the course and
11 scope of their authority as such agents, partners, joint venturers, joint employers,
12 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
13 omissions alleged herein were duly committed with the ratification, knowledge, permission,
14 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

15 11. The true names and capacities, whether corporate, associate, individual or
16 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue
17 said defendants by such fictitious names. Plaintiffs are informed and believes, and based on
18 that information and belief allege, that each of the defendants designated as a DOE is legally
19 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
20 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
21 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
22 capacities when the same have been ascertained.

23 12. Defendant COPAN DIAGNOSTICS INC. and DOES 1 through 100 will
24 hereinafter collectively be referred to as “Defendants.”

25 13. Plaintiffs further allege that Defendants directly or indirectly controlled or
26 affected the working conditions, wages, working hours, and conditions of employment of
27 Plaintiffs and the other class members so as to make each of said Defendants employers liable
28 under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

14. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

15. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from September 14, 2018 to final judgment and who reside in California.

Subclass A: All class members who were required by Defendants to stay on Defendants' premises for rest breaks.

Subclass B: All class members who were scheduled to work under an alternative workweek schedule.

Subclass C: All Class Members who are or were employed by Defendant at any time after October 24, 2022.

16. Plaintiffs reserve the right to establish additional subclasses as appropriate.

17. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of

1 interest and typicality of claims, as demonstrated herein. Plaintiffs have
2 no interest that is antagonistic to the other class members. Plaintiffs'
3 attorneys, the proposed class counsel, are versed in the rules governing
4 class action discovery, certification, and settlement. Plaintiffs have
5 incurred, and during the pendency of this action will continue to incur,
6 costs and attorneys' fees, that have been, are, and will be necessarily
7 expended for the prosecution of this action for the substantial benefit of
8 each class member.

- 9 d. Superiority: A class action is superior to other available methods for the
10 fair and efficient adjudication of this litigation because individual joinder
11 of all class members is impractical.
- 12 e. Public Policy Considerations: Certification of this lawsuit as a class
13 action will advance public policy objectives. Employers of this great
14 state violate employment and labor laws every day. Current employees
15 are often afraid to assert their rights out of fear of direct or indirect
16 retaliation. However, class actions provide the class members who are
17 not named in the complaint anonymity that allows for the vindication of
18 their rights.

19 18. There are common questions of law and fact as to the class members that
20 predominate over questions affecting only individual members. The following common
21 questions of law or fact, among others, exist as to the members of the class:

- 22 a. Whether Defendants' failure to pay wages, without abatement or
23 reduction, in accordance with the California Labor Code, was willful;
- 24 b. Whether Defendants' had a corporate policy and practice of failing to
25 pay their hourly-paid or non-exempt employees within the State of
26 California for all hours worked and missed (short, late, interrupted,
27 and/or missed altogether) meal periods and rest breaks in violation of
28 California law;

- 1 c. Whether Defendants required Plaintiffs and the other class members to
2 work over eight (8) hours per day and/or over forty (40) hours per week
3 and failed to pay the legally required overtime compensation to Plaintiffs
4 and the other class members;
- 5 d. Whether Defendants deprived Plaintiffs and the other class members of
6 meal and/or rest periods or required Plaintiffs and the other class
7 members to work during meal and/or rest periods without compensation;
- 8 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
9 other class members for all hours worked;
- 10 f. Whether Defendants failed to pay overtime pay at the appropriate rates
11 of pay;
- 12 g. Whether Defendants failed to pay shift differentials;
- 13 h. Whether Defendants failed to pay non-compliant meal period premiums
14 at the appropriate rate of pay;
- 15 i. Whether Defendants failed to pay all wages due to Plaintiffs and the
16 other class members within the required time upon their discharge or
17 resignation;
- 18 j. Whether Defendant failed to provide accurate itemized wage statements
19 pursuant to California Labor Code §§ 226, 226.3, and 558.1;
- 20 k. Whether Defendant failed to pay vested vacation pay at the time of
21 separation, in violation of Labor Code §§ 227.3;
- 22 l. Whether Defendant failed to reimburse necessary business expenses
23 incurred by Plaintiffs and class members, as required by Labor Code
24 section 2802;
- 25 m. Whether Defendants' conduct was willful or reckless;
- 26 n. Whether Defendants engaged in unfair business practices in violation of
27 California Business & Professions Code section 17200, et seq.;
- 28 o. The appropriate amount of damages, restitution, and/or monetary

penalties resulting from Defendants' violation of California law; and
p. Whether Plaintiffs and the other class members are entitled to
compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Riverside.

20. Defendants, jointly and severally, employed Plaintiffs Badis as an hourly-paid, non-exempt employee, from approximately May 2019 to approximately June 2020, in the State of California, County of Riverside. Defendants, jointly and severally, employed Plaintiffs Reyes as an hourly-paid, non-exempt employee from 2020 to approximately July 2022, in the State of California, County of San Diego. Plaintiff Gutierrez was employed by Defendant in November of 2022 until August of 2023 as a Non-Exempt Employee with the title of Accounting Specialist and worked during the liability period for Defendant, at Defendant's Murietta, CA location until Plaintiff's separation from Defendant's employ in approximately August 2023. Plaintiff's duties included but were not limited to processing and verifying new invoices, maintaining spreadsheets, bank work affiliations

21. Defendants hired Plaintiffs and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and short, late, interrupted, and/or missed meal periods and/or rest breaks. Defendants also failed to pay them shift differentials when promised, and double time when required and/or promised.

22. Defendants had the authority to hire and terminate Plaintiffs and the other class members, to set work rules and conditions governing Plaintiffs' and the other class members' employment, and to supervise their daily employment activities.

23. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs and the other class members.

24. Defendants directly hired and paid wages and benefits to Plaintiffs and the other

1 class members.

2 25. Defendants continue to employ hourly-paid or non-exempt employees within the
3 State of California.

4 26. Plaintiffs and the other class members worked overtime, including working in
5 excess of eight (8) hours in a day and/or forty (40) hours in a week, during their employment
6 with Defendants.

7 27. Plaintiffs and Class Members performed other work related activities off the
8 clock such as responding to alerts sent to them through Defendants' SAP Concur and ADP
9 applications which would happen on a regular basis. These alerts were sent and responded to
10 while Plaintiffs and Class Members are off the clock and no compensation was provided.

11 28. As a result of off the clock work performed, Plaintiffs and Class Members were
12 not accurately compensated for minimum and overtime wages.

13 29. Defendants further failed to pay Plaintiffs and Class Members vested vacation pay
14 in accordance with Labor Code § 227.3.

15 30. Defendant failed to reimburse Plaintiffs and Class Members for business expenses
16 incurred pursuant to California Labor Code § 2802. Plaintiffs were not reimbursed for her
17 personal cell phone use. Such cell phone use was required for work related purposes. For
18 instance, Plaintiffs and Class Members were required to download and use Defendants' work
19 applications such as SAP Concur and ADP. Plaintiffs and Class Members utilized these
20 applications for work purposes on a regular and consistent basis.

21 31. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
22 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
23 employees within the State of California. This pattern and practice involved, *inter alia*, failing
24 to pay them for all regular and/or overtime wages earned and for short, late, interrupted, and/or
25 missed meal periods and rest breaks in violation of California law.

26 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that Plaintiffs and the other class members were entitled to receive
28 certain wages for overtime compensation and that they were not receiving accurate overtime

1 compensation for all overtime hours worked.

2 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 failed to provide Plaintiffs and the other class members all required rest and meal periods
4 during the relevant time period as required under the Industrial Welfare Commission Wage
5 Orders and thus they are entitled to any and all applicable penalties.

6 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 failed to relieve Plaintiffs and other class members of all duties, failed to relinquish control
8 over Plaintiffs and the other class members' activities, failed to permit Plaintiffs and the other
9 class members a reasonable opportunity to take, and impeded or discouraged them from taking
10 thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work
11 for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted
12 meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

13 35. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiffs and the other class members were entitled to receive
15 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
16 member's regular rate of pay when a meal period was short, late, interrupted, and/or missed,
17 and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs'
18 and the other class member's regular rate of pay when a meal period was short, late,
19 interrupted, and/or missed. During the relevant time period, Plaintiffs and the other class
20 members' meal periods were missed, shortened, late and/or interrupted because Defendants
21 required them to perform work duties. Plaintiffs did not receive premium payments for meal
22 periods that were not provided or did not receive premium payments at the appropriate rate of
23 pay.

24 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 failed to provide, authorize, and permit Plaintiffs and other class members take full,
26 uninterrupted, off-duty rest periods for every four hours worked, or major fraction thereof, on
27 shifts lasting longer than three and one-half (3.5) hours, and failed to make a good faith effort
28 to authorize, permit, and provide such rest breaks in the middle of each work period.

1 37. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to receive
3 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
4 member's regular rate of pay when a rest period was short, late, interrupted, and/or missed, and
5 they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and
6 the other class members' regular rate of pay when a rest period was missed. During the
7 relevant time period, Plaintiffs' and the other class members' rest periods were missed, short,
8 late and/or interrupted because Defendants required them to perform work duties during their
9 purported rest periods and to remain on premises. Plaintiffs did not receive premium payments
10 for rest periods that were not authorized or permitted.

11 38. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
12 required Plaintiffs and the other class members to remain on Defendants' premises during
13 purported rest periods, thereby failing to relieve them of all employer control.

14 39. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiffs and the other class members were entitled to receive
16 at least minimum wages for compensation and that they were not receiving at least minimum
17 wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*,
18 Defendants' effective payment of zero dollars per hour for all hours Plaintiffs and the other
19 class members worked off the clock performing work duties.

20 40. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiffs and the other class members were entitled to receive
22 all wages owed to them upon discharge or resignation, including earned but unpaid overtime
23 and minimum wages and meal and rest period premiums, and they did not, in fact, receive all
24 such wages owed to them at the time of their discharge or resignation.

25 41. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiffs and the other class members were entitled to receive
27 all wages owed to them during their employment. Plaintiffs and the other class members did
28 not receive payment of all wages, including earned but unpaid overtime and minimum wages

1 and meal and rest period premiums, within any time permissible under California Labor Code
2 section 204.

3 42. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
4 knew or should have known that they had a duty to compensate Plaintiffs and the other class
5 members pursuant to California law, and that Defendants had the financial ability to pay such
6 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
7 represented to Plaintiffs and the other class members that they were properly denied wages, all
8 in order to increase Defendants' profits.

9 43. During the relevant time period, Defendants failed to pay overtime wages to
10 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
11 class members were required to work overtime, including working in excess of forty (40) hours
12 in a week, without overtime compensation for all overtime hours worked, including work
13 performed off-the-clock.

14 44. During the relevant time period, Defendants failed to provide all requisite
15 uninterrupted meal and rest periods to Plaintiffs and the other class members.

16 45. During the relevant time period, Defendants required Plaintiffs and the other
17 class members to remain on Defendants' premises during purported meal and rest periods,
18 thereby failing to relieve them of all employer control.

19 46. During the relevant time period, Defendants failed to pay Plaintiffs and the other
20 class members at least minimum wages for all hours worked, including work performed off-
21 the-clock.

22 47. During the relevant time period, Defendants failed to pay Plaintiffs and the other
23 class members all wages owed to them upon discharge or resignation, including earned but
24 unpaid overtime and minimum wages and meal and rest period premiums.

25 48. During the relevant time period, Defendants failed to pay Plaintiffs and the other
26 class members all wages within any time permissible under California law, including, *inter*
27 *alia*, California Labor Code section 204, including earned but unpaid overtime and minimum
28 wages and meal and rest period premiums.

49. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members pursuant to California law in order to increase Defendants' profits.

50. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE §§ 510 AND 1198

(Against COPAN DIAGNOSTICS INC. and DOES 1 through 100)

51. Plaintiffs incorporate by reference each and every allegation contained above as though fully set forth herein.

52. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

53. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

54. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

55. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in

1 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
2 of work.

3 56. During the relevant time period, Plaintiffs and the other class members worked
4 overtime, including, but not limited to, working in excess of forty (40) hours in a week.
5 During the relevant time period, Defendants intentionally and willfully failed to pay overtime
6 wages owed to Plaintiffs and the other class members. During the relevant time period,
7 Defendants failed to regularly schedule Plaintiffs and other class members in Subclass B in
8 accordance with the purported alternative workweek agreement and, thus, were required to pay
9 Plaintiffs and all class members at overtime rates for all hours worked over eight hours in a
10 day.

11 57. During the relevant time period, Defendants failed to pay Plaintiffs and other
12 class members in Subclass B for daily overtime when they worked more than eight (8) hours in
13 a day but less than the scheduled number of hours.

14 58. Defendants' failure to pay Plaintiffs and the other class members the unpaid
15 balance of overtime compensation, as required by California laws, violates the provisions of
16 California Labor Code sections 510 and 1198, and is therefore unlawful.

17 59. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
18 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
19 attorneys' fees.

20 **SECOND CAUSE OF ACTION**

21 **VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7 AND 512(A)**

22 **(Against COPAN DIAGNOSTICS INC. and DOES 1 through 100)**

23 60. Plaintiffs incorporate by reference each and every allegation contained above as
24 though fully set forth herein.

25 61. At all relevant times, the IWC Order and California Labor Code sections 226.7
26 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
27 Defendants.

28 62. At all relevant times, California Labor Code section 226.7 provides that no

1 employer shall require an employee to work during any meal or rest period mandated by an
2 applicable order of the California IWC.

3 63. At all relevant times, the applicable IWC Wage Order and California Labor
4 Code section 512(a) provide that an employer may not require, cause or permit an employee to
5 work for a work period of more than five (5) hours per day without providing the employee
6 with a meal period of not less than thirty (30) minutes, except that if the total work period per
7 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
8 consent of both the employer and employee.

9 64. At all relevant times, the applicable IWC Wage Order and California Labor
10 Code section 512(a) further provide that an employer may not require, cause or permit an
11 employee to work for a work period of more than ten (10) hours per day without providing the
12 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
13 that if the total hours worked is no more than twelve (12) hours, the second meal period may
14 be waived by mutual consent of the employer and the employee only if the first meal period
15 was not waived.

16 65. During the relevant time period, Plaintiffs and the other class members who
17 were scheduled to work for a period of time no longer than six (6) hours, and who did not
18 waive their legally-mandated meal periods by mutual consent, were required to work for
19 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
20 (30) minutes and/or rest period.

21 66. During the relevant time period, Plaintiffs and the other class members who
22 were scheduled to work for a period of time in excess of six (6) hours were required to work
23 for periods longer than five (5) hours without an uninterrupted meal period of not less than
24 thirty (30) minutes and/or rest period. By way of example, Plaintiffs and other class members
25 regularly experienced short, late, interrupted, missed, and on-duty meal periods due to work
26 obligations, such as responding to urgent production issues. Plaintiffs and other class members
27 were required to stay in the facility during their meal break in case of emergency.

28 67. As a result, Defendants failed to relieve Plaintiffs and the other class members of

1 all duties, failed to relinquish control over Plaintiffs and the other class members' activities,
2 failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and
3 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later
4 than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take
5 second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for
6 shifts lasting more than ten (10) hours.

7 68. During the relevant time period, Defendants intentionally and willfully required
8 Plaintiffs and the other class members to work during meal periods and failed to compensate
9 Plaintiffs and the other class members the full meal period premium for work performed during
10 meal periods.

11 69. During the relevant time period, Defendants failed to pay Plaintiffs and the other
12 class members the full meal period premium due pursuant to California Labor Code section
13 226.7.

14 70. During the relevant time period, Plaintiffs and other class members who worked
15 shifts in excess of ten hours were not provided a second meal break as required pursuant to
16 California Labor Code section 226.7.

17 71. Defendants' conduct violates applicable IWC Wage Order and California Labor
18 Code sections 226.7 and 512(a).

19 72. Pursuant to applicable IWC Wage Order and California Labor Code section
20 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one
21 additional hour of pay at the employee's regular rate of compensation for each work day that
22 the meal or rest period is not provided.

23 **THIRD CAUSE OF ACTION**

24 **VIOLATION OF CALIFORNIA LABOR CODE § 226.7**

25 **(Against COPAN DIAGNOSTICS INC. and DOES 1 through 100)**

26 73. Plaintiffs incorporate by reference each and every allegation contained above as
27 though fully set forth herein.

28 74. At all times herein set forth, the applicable IWC Wage Order and California

1 Labor Code section 226.7 were applicable to Plaintiffs' and the other class members'
2 employment by Defendants.

3 75. At all relevant times, California Labor Code section 226.7 provides that no
4 employer shall require an employee to work during any rest period mandated by an applicable
5 order of the California IWC.

6 76. At all relevant times, the applicable IWC Wage Order provides that "[e]very
7 employer shall authorize and permit all employees to take rest periods, which insofar as
8 practicable shall be in the middle of each work period" and that the "rest period time shall be
9 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
10 hours or major fraction thereof" unless the total daily work time is less than three and one-half
11 (3 ½) hours.

12 77. During the relevant time period, Defendants required Plaintiffs and other class
13 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
14 rest period per each four (4) hour period worked. By way of example, Plaintiffs and other class
15 members regularly experienced short, late, interrupted, missed, and on-duty rest periods.
16 Defendants regularly failed to authorize and permit Plaintiffs and the other class members to
17 take requisite rest periods. Additionally, Defendants required Plaintiffs and the other class
18 members to stay in the facility and ready to respond to urgent work duties during purported
19 rest periods.

20 78. During the relevant time period, Defendants failed to authorize and permit
21 Plaintiffs and the other class members to take an additional rest period for shifts worked in
22 excess of ten hours.

23 79. As a result, Defendants failed to provide, authorize, or permit Plaintiffs and the
24 other class members to take a full, uninterrupted, off-duty rest period for every shift lasting
25 three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
26 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
27 permit, and provide such rest breaks in the middle of each work period.

28 80. During the relevant time period, Defendants willfully required Plaintiffs and the

1 other class members to work during rest periods and failed to pay Plaintiffs and the other class
2 members the full rest period premium for work performed during rest periods.

3 81. During the relevant time period, Defendants failed to pay Plaintiffs and the other
4 class members the full rest period premium due pursuant to California Labor Code section
5 226.7.

6 82. Defendants' conduct violates applicable IWC Wage Orders and California
7 Labor Code section 226.7.

8 83. Pursuant to the applicable IWC Wage Orders and California Labor Code section
9 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
10 additional hour of pay at the employees' regular hourly rate of compensation for each work
11 day that the rest period was not provided.

12 **FOURTH CAUSE OF ACTION**

13 **VIOLATION OF CALIFORNIA LABOR CODE §§ 1194, 1197, AND 1197.1**

14 **(Against COPAN DIAGNOSTICS INC. and DOES 1 through 100)**

15 84. Plaintiffs incorporate by reference each and every allegation contained above as
16 though fully set forth herein.

17 85. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
18 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
19 than the minimum so fixed is unlawful.

20 86. During the relevant time period, Defendants failed to pay minimum wage to
21 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
22 1194, 1197, and 1197.1.

23 87. During the relevant time period, Plaintiffs and the other class members were
24 required to perform job duties off-the-clock, including, but not limited to, being on-duty and
25 responding to emergencies.

26 88. During the relevant time period, Plaintiffs and the other class members were not
27 compensated at the minimum wage for the time they spent performing job duties off the clock.

28 89. Defendants' failure to pay Plaintiffs and the other class members the minimum

1 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
2 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance
3 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
4 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

5 90. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
6 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
7 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
8 minimum wages.

9 91. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
10 members are entitled to recover liquidated damages in an amount equal to the wages
11 unlawfully unpaid and interest thereon.

12 **FIFTH CAUSE OF ACTION**

13 **VIOLATION OF CALIFORNIA LABOR CODE §§ 201 AND 202**

14 **(Against COPAN DIAGNOSTICS INC. and DOES 1 through 100)**

15 92. Plaintiffs incorporate by reference each and every allegation contained above as
16 though fully set forth herein.

17 93. At all relevant times herein set forth, California Labor Code sections 201 and
18 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
19 time of discharge are due and payable immediately, and if an employee quits his or her
20 employment, his or her wages shall become due and payable not later than seventy-two (72)
21 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
22 intention to quit, in which case the employee is entitled to his or her wages at the time of
23 quitting.

24 94. During the relevant time period, Defendants intentionally and willfully failed to
25 pay Plaintiffs and the other class members who are no longer employed by Defendants their
26 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

27 95. Defendants' failure to pay Plaintiffs and the other class members who are no
28 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)

1 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
2 201 and 202.

3 96. California Labor Code section 203 provides that if an employer willfully fails to
4 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
5 shall continue as a penalty from the due date thereof at the same rate until paid or until an
6 action is commenced; but the wages shall not continue for more than thirty (30) days.

7 97. Plaintiffs and the other class members are entitled to recover from Defendants
8 the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
9 pursuant to California Labor Code section 203.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 **(Against COPAN DIAGNOSTICS INC. and DOES 1 through 100)**

13 98. Plaintiffs incorporate and re-allege each and every allegation contained above as
14 though fully set forth herein.

15 98. Section 226(a) of the California Labor Code requires Defendant to itemize in wage
16 statements all deductions from payment of wages and to accurately report total hours worked by
17 Plaintiff and the Class including applicable hourly rates and reimbursement expenses among other
18 things. Defendant have knowingly and intentionally failed to comply with Labor Code section 226
19 and 204 on wage statements that have been provided to Plaintiff and the Class.

20 99. IWC Wage Orders require Defendant to maintain time records showing, among
21 others, when the employee begins and ends each work period, split shift intervals and total daily
22 hours worked in an itemized wage statement and must show all deductions and reimbursements
23 from payment of wages, and accurately report total hours worked by Plaintiff and the Class. On
24 information and belief, Defendant have failed to record all or some of the items delineated in
25 Industrial Wage Orders and Labor Code § 226.

26 100. As a result of Defendant' knowing and intentional failure to comply with Labor
27 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily
28 protected rights. Specifically, Plaintiffs and Class Members have been injured by Defendant'

1 intentional violation of Labor Code § 226(a) because they were denied both their legal right to
2 receive, and their protected interest in receiving, accurate itemized wage statements under Labor
3 Code § 226(a). In addition, Defendant have made it difficult to calculate the amount of wages and
4 compensation owed to Plaintiffs and Class Members. Plaintiffs have had to file this lawsuit and
5 will be required to conduct discovery and perform computations in order to analyze whether in
6 fact Plaintiffs were paid correctly and the extent of the underpayment, thereby causing Plaintiffs
7 to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and incur
8 these costs had Defendant provided wage statements accurately showing her regular and overtime
9 rates of pay, among other things. This has also delayed Plaintiffs' ability to demand and recover
10 the underpayment of wages from Defendant.

11 101. Plaintiffs and Class Members are entitled to recover from Defendant the greater of
12 their actual damages caused by Defendant' failure to comply with Labor Code § 226(a) or an
13 aggregate penalty not exceeding \$4,000 dollars per employee.

14 **SEVENTH CAUSE OF ACTION**

15 **FAILURE TO PAY VESTED VACATION TIME**

16 **(Against COPAN DIAGNOSTICS INC. and DOES 1 through 100)**

17 102. Plaintiffs incorporate and re-allege each and every allegation contained above as
18 though fully set forth herein.

19 103. Labor Code § 227.3 provides that "...whenever a contract of employment or
20 employer policy provides for paid vacations, and an employee is terminated without having taken
21 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
22 accordance with such contract of employment or employer policy respecting eligibility or time
23 served; provided, however, that an employment contract or employer policy shall not provide for
24 forfeiture of vested vacation time upon termination."

25 104. Defendants have a policy that provided for paid vacation. Defendants have failed
26 to pay vested vacation time due to Plaintiffs and Class Members at separation from employment
27 in accordance with California law.

28 105. As a result of the unlawful acts of Defendants, Plaintiffs and the Class Members

1 have been deprived of their vested vacation time in amounts to be determined at trial, and are
2 entitled to the recovery of such amounts, and Defendants are liable to Plaintiffs and Class Members
3 for penalties and interest pursuant to Labor Code § 203, in an amount according to proof at the
4 time of trial.

5 **EIGHTH CAUSE OF ACTION**

6 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

7 **(Against COPAN DIAGNOSTICS INC. and DOES 1 through 100)**

8 106. Plaintiffs incorporate and re-allege each and every allegation contained above as
9 though fully set forth herein.

10 107. Labor Code § 2802 requires Defendant to indemnify Plaintiffs and Class Members
11 for necessary expenditures incurred in direct consequences of the discharge of his or her duties.
12 As a necessary part of employment, Plaintiffs and on information and belief Class Members, were
13 not adequately reimbursed by Defendant for expenses related to all expenses incurred as a result
14 of their personal cellphone usage, as described above. Despite these realities of the job, Defendant
15 failed to provide reimbursements.

16 108. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
17 implied, made by any employee to waive the benefits of this article or any part thereof is null and
18 void, and this article shall not deprive any employee or his or her personal representative of any
19 right or remedy to which he is entitled under the laws of this State.

20 109. As a result of the unlawful acts of Defendant, Plaintiffs and the Class Members
21 have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled
22 to the recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
23 pursuant to Labor Code § 2802.

24 **NINTH CAUSE OF ACTION**

25 **Violation of California Business & Professions Code §§ 17200, et seq.**

26 **(Against COPAN DIAGNOSTICS INC. and DOES 1 through 100)**

27 110. Plaintiffs incorporate by reference each and every allegation contained above as
28 though fully set forth herein.

1 111. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
2 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
3 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
4 within the meaning of Code of Civil Procedure section 1021.5.

5 112. Defendants' activities as alleged herein are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business & Professions
7 Code section 17200, et seq.

8 113. A violation of California Business & Professions Code section 17200, et seq. may
9 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
10 and practices of requiring employees, including Plaintiffs and the other class members, to work
11 overtime without paying them proper compensation violate California Labor Code sections 510
12 and 1198. Additionally, Defendants' policies and practices of requiring employees, including
13 Plaintiffs and the other class members, to work through their meal and rest periods without paying
14 them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants'
15 policies and practices of failing to pay minimum wages violate California Labor Code sections
16 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay
17 wages to Plaintiffs and the other class members violate California Labor Code sections 201 and
18 202. Defendants' policies and practices of failing to reimburse necessary business expenses
19 violated California Labor Code section 2802.

20 114. As a result of the herein described violations of California law, Defendants
21 unlawfully gained an unfair advantage over other businesses.

22 115. Plaintiffs and the other class members have been personally injured by Defendants'
23 unlawful business acts and practices as alleged herein, including but not necessarily limited to the
24 loss of money and/or property.

25 116. Pursuant to California Business & Professions Code sections 17200, et seq.,
26 Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained
27 by Defendants during a period that commences September 14, 2018; an award of attorneys' fees
28 pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an

award of costs.

TENTH CAUSE OF ACTION

Violation of Private Attorney Generals Act California Labor Code §§ 2698, et seq.

(Against COPAN DIAGNOSTICS INC. and DOES 1 through 100)

117. Plaintiffs reallege and incorporate by reference all previous paragraphs.

118. Plaintiffs allege as further set forth herein, Defendants violated California Labor Code as described herein. As a result of the acts alleged above, Plaintiffs seek penalties under California Labor Code §§ 2698–2699.6 because of Defendants’ violation of the California Labor Code and applicable IWC Wage Orders.

119. Under California Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiffs and the Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

A. \$100 for the initial violation per employee per pay period; and

B. \$200 for each subsequent violation per employee per pay period.

120. These penalties shall be allocated seventy-five percent (75%) to the Labor and Workforce Development Agency (LWDA) and twenty-five percent (25%) to the affected employees. Plaintiffs allege these penalties may be stacked separately for each of Defendants violations of the California Labor Code. See e.g. *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972 MMM (JCGx) 2012 U.S.Dist. LEXIS 86975, at *59, fn. 77 (C.D.Cal. June 22, 2012) (holding that although the Plaintiffs did not seek stacked PAGA penalties, that “PAGA penalties can be ‘stacked,’ i.e., multiple PAGA penalties can be assessed for the same pay period for different Labor Code violations.”); See *Lopez v. Friant & Assocs., LLC*, No. A148849, 2017 Cal. App. LEXIS 839, at *1 (Ct. App. Sep. 26, 2017) (“hold[ing] a Plaintiffs seeking civil penalties under PAGA for a violation of Labor Code section 226(a) does not have to satisfy the ‘injury’ and ‘knowing and intentional’ requirements of section 226(e)(1) and acknowledging that Plaintiffs could recover separately under PAGA for violations of Labor Code §§ 226(a) and 226(e)).

121. Plaintiffs allege, in addition, to the extent permitted by law, Defendants failed to provide Plaintiffs and all aggrieved employees with accurate itemized wage statements in

1 compliance with Labor Code § 226(a). Plaintiffs seek separate PAGA penalties for Defendant's
2 violations of Labor Code §§ 226(a) and 226(e).

3 122. For violations of Labor Code § 226(a), Plaintiffs seek the default penalty provided
4 by Labor Code § 226.3. Labor Code § 226.3 provides that "[a]ny employer who violates
5 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty
6 dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000)
7 per employee for each violation in a subsequent citation, for which the employer fails to provide
8 the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section
9 226." Accordingly, through PAGA and to the extent permitted by law Plaintiffs and the Aggrieved
10 Employees are entitled to recover penalties for violations of Labor Code § 226.3 and seeks default
11 PAGA penalties for each of Defendants' numerous violations of Labor Code § 226(e).

12 123. Plaintiffs further allege, Plaintiffs, as Aggrieved Employees, need not demonstrate
13 or prove that Defendants' conduct in refusing to provide accurate and itemized wage statements
14 was knowing, intentional, or willful.

15 124. Labor Code § 210 provides that "in addition to, and entirely independent and apart
16 from, any other penalty provided in this article, every person who fails to pay the wages of each
17 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any
18 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
19 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
20 failure to pay each employee, plus 25% of the amount unlawfully withheld." As a result of the
21 faulty compensation policies and practices described in detail above, Plaintiffs and the other
22 Aggrieved Employees are entitled to recover penalties under Labor Code § 210 through PAGA.

23 125. Labor Code § 1174.5 provides for a civil penalty of \$500 for any person employing
24 labor who willfully fails to maintain accurate and complete records required by subdivision (d) of
25 section 1174.

26 126. Plaintiffs have complied with the procedures for bringing suit specified in
27 California Labor Code § 2699.3 and will have fully exhausted their administrative remedies under
28 PAGA prior to proceeding with the PAGA claim. On or about October 23, 2023, Plaintiff Gutierrez

1 filed the PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and
2 sent a letter by certified mail to Defendant setting forth the facts and theories of the violations
3 alleged against Defendant, as prescribed by Labor Code § 2698 et seq. As required by PAGA,
4 Plaintiff Gutierrez submitted the \$75.00 filing fee with the LWDA by regular mail. Pursuant to
5 Labor Code § 2699.3(a)(2)(A), no notice was and/or will have been received by Plaintiffs from
6 the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the
7 postmark date of the PAGA notice. Plaintiffs are therefore entitled to commence and proceed with
8 a civil action pursuant to Labor Code § 2699.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiffs, individually, and on behalf of other members of the general public similarly
11 situated, requests a trial by jury.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general
14 public similarly situated, prays for relief and judgment against Defendants, jointly and
15 severally, as follows:

16 **Class Certification**

- 17 1. That this action be certified as a class action;
18 2. That Plaintiffs be appointed as the representatives of the Class;
19 3. That counsel for Plaintiffs be appointed as Class Counsel; and
20 4. That Defendants provide to Class Counsel immediately the names and most
21 current/last known contact information (address, e-mail and telephone numbers) of all class
22 members.

23 **As to the First Cause of Action**

- 24 5. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
26 all overtime wages due to Plaintiffs and the other class members;
27 6. For general unpaid wages at overtime wage rates and such general and special
28 damages as may be appropriate;

1 7. For pre-judgment interest on any unpaid overtime compensation commencing
2 from the date such amounts were due;

3 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code section 1194; and

5 9. For such other and further relief as the Court may deem just and proper.

6 **As to the Second Cause of Action**

7 10. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
9 provide all meal periods (including second meal periods) to Plaintiffs and the other class
10 members;

11 11. That the Court make an award to Plaintiffs and the other class members of one
12 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
13 period was not provided;

14 12. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 13. For premium wages pursuant to California Labor Code section 226.7(c);

17 14. For pre-judgment interest on any unpaid wages from the date such amounts
18 were due;

19 15. For reasonable attorneys' fees and costs of suit incurred herein; and

20 16. For such other and further relief as the Court may deem just and proper.

21 **As to the Third Cause of Action**

22 17. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
24 rest periods to Plaintiffs and the other class members;

25 18. That the Court make an award to Plaintiffs and the other class members of one
26 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
27 period was not provided;

28 19. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 20. For premium wages pursuant to California Labor Code section 226.7(c);

3 21. For pre-judgment interest on any unpaid wages from the date such amounts
4 were due; and

5 22. For such other and further relief as the Court may deem just and proper.

6 **As to the Fourth Cause of Action**

7 23. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
9 Plaintiffs and the other class members;

10 24. For general unpaid wages and such general and special damages as may be
11 appropriate;

12 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
13 for Plaintiffs and the other class members in the amount as may be established according to
14 proof at trial;

15 26. For pre-judgment interest on any unpaid compensation from the date such
16 amounts were due;

17 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
18 California Labor Code section 1194(a);

19 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

20 29. For such other and further relief as the Court may deem just and proper.

21 **As to the Fifth Cause of Action**

22 30. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
24 time of termination of the employment of Plaintiffs and the other class members no longer
25 employed by Defendants;

26 31. For all actual, consequential, and incidental losses and damages, according to
27 proof;

28 32. For statutory wage penalties pursuant to California Labor Code section 203 for

1 Plaintiffs and the other class members who have left Defendants' employ;

2 33. For pre-judgment interest on any unpaid compensation from the date such
3 amounts were due; and

4 34. For such other and further relief as the Court may deem just and proper.

5 **As to the Sixth Cause of Action**

6 35. For statutory penalties pursuant to Labor Code §226;

7 36. For interest for wages untimely paid;

8 37. For penalties pursuant to Labor Code §266.3; and

9 38. For such other and further relief as the Court deems proper.

10 **As to the Seventh Cause of Action**

11 39. For statutory penalties pursuant to Labor Code §§ 227.3, 203;

12 40. For interest for wages untimely paid; and

13 41. For such other and further relief as the Court deems proper.

14 **As to the Eighth Cause of Action**

15 42. For statutory penalties pursuant to Labor Code §2802;

16 43. For interest for wages untimely paid; and

17 44. For such other and further relief as the Court deems proper.

18 **As to the Ninth Cause of Action**

19 45. That the Court decree, adjudge and decree that Defendants violated California
20 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the
21 other class members all overtime compensation due to them, failing to provide all meal and
22 rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
23 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
24 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
25 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

26 46. For restitution of unpaid wages to Plaintiffs and all the other class members and
27 all pre-judgment interest from the day such amounts were due and payable;

28 47. For the appointment of a receiver to receive, manage and distribute any and all

1 funds disgorged from Defendants and determined to have been wrongfully acquired by
2 Defendants as a result of violation of California Business and Professions Code sections
3 17200, et seq.;

4 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Code of Civil Procedure section 1021.5;

6 49. For injunctive relief to ensure compliance with this section, pursuant to
7 California Business and Professions Code sections 17200, et seq.; and

8 50. For such other and further relief as the Court may deem just and proper.

9 **As to the Tenth Cause of Action**

10 51. For civil penalties in the amount of \$100 for the initial violation and \$200
11 for each subsequent violation as specified in California Labor Code § 2699(f)(2), in the
12 representative action brought on behalf of Plaintiffs and the Aggrieved Employees
13 pursuant the California Private Attorneys General Act of 2004, and for civil penalties
14 available under California Labor Code § 210 and the California Private Attorneys
15 General Act of 2004.

16
17 Dated: August 22, 2024

COLLINS KIM LLP

18
19 By: _____

20 Tae Kim
21 *Attorneys for Plaintiffs*
Adam Badis and Angelica Reyes

22 Dated: August 22, 2024

JAMES HAWKINS APLC

23
24 By: _____
25 JAMES R. HAWKINS, ESQ.
26 GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

27 Attorneys for Plaintiff MONICA MELISSA
28 GUTIERREZ individually and on behalf of all
others similarly situated.

EXHIBIT B

1 C. Edward Langhammer Jr. (SBN 100991)
2 clanghammer@cozen.com
3 COZEN O'CONNOR
4 401 Wilshire Boulevard, Suite 850
5 Santa Monica, CA 90401
6 Telephone: 310.393.4000
7 Facsimile: 310.394.4700

8 Attorney for Defendant
9 COPAN DIAGNOSTICS, INC.

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 IN AND FOR THE COUNTY OF RIVERSIDE

12 ADAM BADIS, ANGELICA REYES, and
13 MONICA MELISSA GUTIERREZ
14 individually, and on behalf of other members
15 of the general public similarly situated,

16 Plaintiffs,

17 vs.

18 COPAN DIAGNOSITCS INC., a New York
19 corporation; and DOES 1 through 100,
20 inclusive,

21 Defendants.

Case No.: CVRI2203991
[Request to be consolidated with Cases
No. CVRI2305684 and CVRI2306963]

Assigned to the Honorable Harold W.
Hopp, Department 1

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS
SETTLEMENT AND ATTORNEYS' FEES
AND COSTS**

Date:
Time: 8:30 a.m.
Dept.: Dept. 10

Badis Action Filed: September 14, 2022
Badis FAC Filed: December 19, 2022
Badis SAC Filed: December 15, 2023
Badis TAC Filed: TBD

22 Plaintiffs ADAM BADIS, ANGELICA REYES, and MONICA MELISSA
23 GUTIERREZ ("Plaintiffs"), individually, and on behalf of similarly situated persons, and
24 Defendant Copan Diagnostics, Inc. ("Defendants" or "Copan")(or together with the
25 Plaintiffs, the "Parties") reached a class action settlement, upon the terms and conditions
26 set forth in the Parties' Joint Stipulation of Class Action Settlement and Release
27 ("Settlement Agreement"), a copy of which was attached as **Exhibit 1** to the Declaration
28

1 of Tae Kim/Greg Mauro filed with the Court concurrently with Plaintiffs' Notice of Motion
2 and Motion for Preliminary Approval of Class Action Settlement ("Motion").

3
4 On _____ 2024, the Court issued its Order Granting Preliminary
5 Approval of Class Settlement ("Preliminary Approval Order").

6
7 Due and adequate notice having been given to the Class Members, as defined
8 below, and the Court having considered Plaintiff's Notice of Motion and Motion for Final
9 Approval of Class Action Settlement and the exhibits thereto, all papers filed and
10 proceedings had herein and any written objections/disputes received regarding the
11 proposed Settlement, and having reviewed the record in the Action, and good cause
12 appearing,

13
14 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

15 **RECITALS**

16 1. On _____ 2024, Plaintiffs filed a Motion for Final Approval of
17 Class Settlement, Class Representative Enhancement Award, Settlement Administrator
18 Costs and Class Counsel's Fees and Costs.

19
20 2. On _____, 202_, the Court held a Final Approval/Fairness
21 Hearing.

22
23 **FINDINGS**

24 3. **Fair, Adequate and Reasonable:** The Court finds that the Settlement is, in
25 all respects, fair, adequate, and reasonable. In making this finding, the Court considers
26 the nature of the claims and the risks inherent in such claims, the good result obtained,
27 Defendant's potential liability, and the fact that this settlement represents a compromise
28 of the Parties' respective positions rather than the result of a finding of liability at trial. The

1 Court further finds that the terms of the Settlement have no obvious deficiencies and do
2 not improperly grant preferential treatment to Plaintiff. Therefore, the Court finds that the
3 Settlement was entered into in good faith.

4
5 4. **Class Notice:** The Court additionally notes the significant benefits to the
6 Class Members under the Settlement Agreement and finds that the distribution of the
7 Class Notice of Settlement to the Class Members as set forth in the Settlement
8 Agreement has been completed in conformity with the Settlement Agreement and order
9 granting preliminary approval of the Settlement. The Notice of Class Settlement provided
10 adequate notice of the proceedings and about the case, including the proposed
11 settlement terms as set forth in the Settlement Agreement. The Notice of Class
12 Settlement fully satisfied due process requirements. The Notice of Class Settlement was
13 sent via first class U.S. Mail to all persons entitled to such notice and to all Class
14 Members. As executed, the Notice of Class Settlement was the best notice practicable
15 under the circumstances.

16 **ORDER**

17 5. The Court hereby **GRANTS FINAL APPROVAL** of the class settlement
18 upon the terms and conditions set forth in the Settlement Agreement.

19
20 6. **Class Definition:** The Court hereby certifies, for settlement purposes
21 only, the following class.

22
23 The settlement class is defined as:

24 All current and former hourly-paid or non-exempt employees who
25 worked for any of the Defendants within the State of California at any
26 time during the period from September 14, 2018 to final judgment
27 and who reside in California.

28 Subclass A: All class members who were required by Defendants to
stay on Defendants' premises for rest breaks.

Subclass B: All class members who were scheduled to work under an alternative workweek schedule.

Subclass C: All Class Members who are or were employed by Defendant at any time after October 24, 2022.

“Class Period” is from September 14, 2018 through the date the Court grants preliminary approval.”

The Settlement Class does not include class members who submit valid Requests for Exclusion (aka “Opt Outs”) .

The Settlement Class does not include class members who were Field Service Engineers as follows:

Field Service Engineers (FSE) Settlement [Gillette v. Copan Diagnostics, Inc., Case No. CVRI-2105284 (the “FSE Action”)]: There is another class action settlement brought by Defendants’ Field Service Engineer employees who physically performed work for Defendant in the State of California from November 19, 2017, until April 25, 2023, the date the Court issued its Order Granting Preliminary Approval of Class Settlement (Field Service Engineer Settlement.). Field Service Engineer employees who were included in the Field Service Engineer Settlement will be excluded from the settlement and not be included as members of the class for the period that was released in the Field Service Engineer Settlement.

For the period of April 26, 20023 to the date of the Preliminary Approval Order, Field Service Engineer employees shall be included in this settlement.

7. **Class Representative:** The Court hereby appoints Adam Badis, Angelica Reyes, And Monica Melissa Gutierrez as Class Representatives, for settlement purposes only.

8. **Class Counsel:** The Court hereby appoints Tae Kim, Collins Kim and Edwin Aiwarzian, Lawyers for Justice (“Badis Class Counsel”), Gregory Mauro, Esq and James Hawkins APLC (“Gutierrez Class and PAGA Counsel” collectively hereinafter “Class Counsel”) as Class Counsel, for settlement purposes only.

9. **Implementation:** The Court hereby orders the Parties to implement the terms of the Settlement Agreement, and directs Defendant to disburse the funds pursuant to the terms of the Settlement and consistent with this Order and Judgment.

1 **10. Release:** All Class Members who did not “Opt-Out” of the Settlement shall
2 be bound by the releases provided in the Settlement Agreement and Notice of Class
3 Settlement. Class Members includes all Field Service Engineer employees, who did not
4 “Opt Out” and shall be bound by the releases provided in the Settlement Agreement and
5 Notice of Class Settlement, for the period from April 26, 2023 to the date of this Order for
6 Preliminary Approval.

7
8 **11. Class Representatives Enhancement Awards:** The Court hereby
9 approves Class Representative Enhancement Awards in the amounts of to the Class
10 Representatives to be paid out of the Settlement Amount: **Badis (i.e., - \$7,500.00, Reyes**
11 **(i.e., -\$7,500.00) and Gutierrez (i.e - \$10,000).**

12
13 **12. Class Counsel Fees and Costs:** The Court hereby approves an award of
14 reasonable attorneys’ fees to Class Counsel in the amount of **[\$408,550], , allocated**
15 **[\$308,550] to Collins Kim and Lawyers for Justice PC and [\$100,000] to James**
16 **Hawkins APLC** to cover all attorneys’ fees; and Class Counsel’s reimbursements of costs
17 and expenses they incurred in the amount of **Fifty-Five Thousand Dollars (\$55,000),**
18 **allocated \$40,000 Collins Kim and Lawyers for Justice PC and \$15,000 to James**
19 **Hawkins APLC,** to be paid out of the Gross Settlement Amount.

20
21 **13. Settlement Administrator Costs:** The Court hereby approves an award of
22 **[\$10,000]** for Settlement Administration costs to be paid out of the Gross Settlement
23 Amount.

24
25 **14. PAGA Payments:** The Court hereby approves payment for civil penalties
26 under the Private Attorneys General Act of 2004 (“PAGA”) in the amount of **[\$30,000]**
27 (“PAGA Penalty Amount”) (75% of that amount **[\$22,500]** is to paid to the California
28 Labor and Workforce Development Agency [“LWDA Payment”] and 25% to that amount

1 **[\$7,500]** is to be paid to the PAGA Group ("PAGA Group Amount").

2
3 15. The Court notes that Defendant does not oppose these amounts, and finds
4 these amounts are fair and reasonable under the circumstances and under both the
5 common fund approach and lodestar approach.

6
7 16. A Compliance Hearing will be held on

8 _____.

9
10 17. A Compliance Status report shall be filed and served by

11 _____.

12 **JUDGMENT**

13 18. This Judgment is intended to be a final disposition of this action in its
14 entirety, and is intended to be immediately appealable. Pursuant to Rule 3.769(h) of the
15 California Rules of Court, the Court retains jurisdiction over the Parties to enforce the
16 terms of the Settlement and this Judgment.

17
18 **IT IS SO ORDERED and JUDGMENT IS HEREBY ENTERED**

19
20 **DATED:** _____

By: _____

Honorable Harold Hopp
Judge of the Superior Court

EXHIBIT C

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

**ADAM BADIS, ANGELICA REYES, and MONICA
MELISSA GUTIERREZ**

v.

COPAN DIAGNOSTICS, INC.,

Case No. CVRI2203991

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from September 14, 2018 until [Date of Order re Preliminary Approval] :

**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 action lawsuit pending in Riverside County Superior Court ("Court") titled *BADIS, REYES, and GUTIERREZ v. Copan Diagnostics, Inc. Case No. CVRI2203991* (the "Action"). If the Court gives final approval to the Settlement, Copan Diagnostics, Inc. ("Defendant") 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 the *Badis, Reyes, And Gutierrez v. Copan Diagnostics, Inc., c/o CPT Group Inc. 50 Corporate Park, Irvine, CA 92606*.

Your Estimated Settlement Payment is \$<<estAmount>> based on the <<Workweeks>> 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.	N/A
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: Date of Response Deadline - 45 days post mailing
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. 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: Date of Response Deadline - 45 days post mailing
OBJECT	If you wish to object to the Settlement, you must submit your objections 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: Date of Response Deadline - 45 days post mailing
APPEAR AT THE "FINAL APPROVAL HEARING"	The Court will hold a "Final Approval Hearing" to consider the Settlement, the request for attorneys' fees and costs by counsel representing the Class in the Action, and the Representative Plaintiffs request for service award for bringing the Action. You may, but are not required to, speak at the Final Approval Hearing about any objection to the Settlement that you submitted. If you intend to speak at the Final Approval Hearing, we ask that you also provide to the Settlement	Hearing Date: 202_ at ____ AM/ PM

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

	Administrator a "Notice of Intention to Appear" indicating your intent to do so. Instructions for this option are set forth in Section 18 below.	
--	---	--

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.***

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3. Why is this a class action?	
4. Why is there a Settlement?	
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BACKGROUND INFORMATION**1. Why did I get this notice?**

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

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

2. What is this lawsuit about?

Plaintiffs ADAM BADIS, ANGELICA REYES, and MONICA MELISSA GUTIERREZ (the "Plaintiffs" or "Representative Plaintiffs") filed a lawsuit against Copan Diagnostics ("Defendant") on behalf of themselves and all others similarly situated. The lawsuit alleges that Defendant violated California and/or Federal law by, among other things, **failing to pay overtime wages, failing to pay minimum wage, failing to provide timely/accurate wage statements, failing to pay all wages due at separation, failing to provide duty-free meal/rest periods, failing to reimburse necessary business expenses, failing to pay vested vacation pay at separation and unfair business practices.** The lawsuit also asserts claims under the California Private Attorneys General Act of 2004, Labor Code section 2698, et seq. ("PAGA").

Defendant denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Defendant further denies that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Plaintiffs' 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 "the Plaintiffs" filed a lawsuit against Copan Diagnostics ("Defendant") on (in this Action, Adam Badis, Angelica Reyes, And Monica Melissa Gutierrez (the "Plaintiffs" or "Representative Plaintiffs") filed a lawsuit against Copan Diagnostics ("Defendant") and 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. The company sued in this case, Copan Diagnostics, is called the Defendant.

4. Why is there a Settlement?

The Plaintiffs has made claims against Defendant. Defendant denies that they have done anything wrong or illegal and admit no liability. **The Court has not decided that the Plaintiffs or the Defendant should win this Action. Instead, both sides agreed to a Settlement.** That way, they avoid the cost of a trial, and the Class Members will receive payment now rather than years from now, if at all.

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 Field Service Engineer employees who physically performed work for Defendant in the State of California from September 14, 2018, until [Date of Order re Preliminary Approval]"

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: *Badis, Reyes and Gutierrez v. Copan Diagnostics, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606.*

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 **\$1, 235,000 (One Million Two Hundred And Thirty-Five Thousand Dollars)**. The Settlement amount will be used to pay the claims of Settlement Class Members, 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., \$ _____) and costs (i.e., \$ _____) to Plaintiffs' counsel; any service award the Court

awards to the Representative Plaintiffs (i.e., \$##); and the amount allocated under the California Private Attorneys General Act of 2004, California Labor Code section 2698 et seq. ("PAGA") (i.e., \$##, the "PAGA Penalty Amount"), which includes the 75% payment to the California Labor Workforce and Development Agency ("LWDA Payment") (i.e., \$##) and the 25% "PAGA Group Amount" distributed to the PAGA Group (i.e., \$##).

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

(a) The "Net Settlement Fund" shall be calculated by subtracting, from the Gross Settlement Amount total of \$1,235,000 the payments to Class Counsel, the Representative Plaintiffs, and 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 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 Settlement Amount" for each such Settlement Class Member.

(e) The Settlement Administrator shall divide the PAGA Group Amount by the total number of PAGA Group members (i.e., the total number of Class Members estimated to be ## individuals); the resulting figure shall be each PAGA Group member's pro rata share of the PAGA Group Amount (estimated to be approximately \$## for each PAGA Group member [\$## divided by ## persons = \$##).

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 Payment 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 _____ at _____ AM/PM, 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 payment?

If you believe that the number of Workweeks with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by (Date of Response Deadline - 45 days post mailing) 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: *Badis, Reyes and Gutierrez v. Copan Diagnostics, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606.*

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

Thirty Three and 1/3 Percent (33.33%) of your Settlement Payment will be considered to be wages and will be reported on IRS Form W-2, and/or the California state equivalent with all appropriate taxes withheld; Thirty Three and 1/3 Percent (33.33%) of your Settlement Payment will be considered penalties and Thirty Three and 1/3 Percent (33.33%) of your Settlement Payment will be considered interest, both the penalties and interest will be reported on IRS Form 1099. 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 REPRESENTATIVE PLAINTIFFS**13. Do I have a lawyer in this case?**

The Court has ordered that the law firms of **Collins Kim and Lawyers for Justice PC** and **James Hawkins APLC** ("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 ##, or emailing them at (##), or calling them at ##. 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 \$## and costs and expenses of up to \$## 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 Representative Plaintiffs receive any compensation for their efforts in bringing this Action?

The Representative Plaintiffs will request a service award (also known as an "incentive" award) of up to \$## for her service as class representative and her effort in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representative.

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 your claims 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 Settlement. If you want to be excluded, you must send a Request for Exclusion (i.e via the included "Request for Exclusion Form") via U.S. Mail or other delivery service that states that includes: **(a)** the case name and number of the Action "***Badis, Reyes and Gutierrez v. Copan Diagnostics, Inc. Case No. CVRI2203991***"; **(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 Request for Exclusion Form for it to be valid. The Request for Exclusion Form must be sent (i.e., postmarked or delivery date stamped) by no later than **(Date of Response Deadline - 45 days post mailing)** and sent to the Settlement Administrator at: ***Badis, Reyes and Gutierrez v. Copan Diagnostics, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606.***

If you timely request exclusion from the Class, you will be excluded from the Settlement Class, you will not be bound by the judgment entered in the Action, you will not be precluded from prosecuting any timely, individual claim against Defendant based on the conduct complained of in the Action, and you will not receive an Individual Settlement Payment.

Even if you request exclusion from the Settlement Class, however, you will still be bound by the Settlement Agreement's release of PAGA Claims upon final approval of the Settlement Agreement and judgment. Requests for Exclusion do not apply to PAGA Claims. All Class Members will be sent a check for their pro rata share of the PAGA Group Amount, which are 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 Final Approval 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 service award to the Representative Plaintiffs.

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 (i.e. via the included "Objection Form") to the Settlement Administrator at the address set forth below by no later than (i.e., postmarked or delivery date stamped by **(Date of Response Deadline - 45 days post mailing)**).

SETTLEMENT ADMINISTRATOR
<i>Badis, Reyes and Gutierrez v. Copan Diagnostics,</i> c/o CPT Group Inc., 50 Corporate Park Irvine, CA 92606

To be valid, any objection/Objection Form must: **(a)** state the name and case number of the Action "*Badis, Reyes and Gutierrez v. Copan Diagnostics, Inc. Case No. CVRI2203991*"; **(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 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 **(Date of Response Deadline - 45 days post mailing)**. You must sign and date the objection/Objection Form 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 Final Approval Hearing to object to the Settlement**, either in person or through personal counsel hired at your expense, we ask (although it is not required) that you include in your objection/Objection Form the statement, "Notice of Intention to Appear at Final Approval Hearing," or that you otherwise provide to the Settlement Administrator a "Notice of Intention to Appear" indicating your intent to appear at the Final Approval Hearing. Doing so, however, does not obligate you to appear and again you are not required to do so in order to appear.

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 have no basis to object because the Settlement no longer affects you.

FINAL APPROVAL HEARING

20. What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement meaning only that it concluded only 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 Final Approval Hearing. The purpose of the Final Approval 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 service award to the Representative Plaintiffs.

21. When and where is the Final Approval Hearing?

On _____ at _____ AM/PM, a hearing will be held on the fairness of the proposed Settlement (i.e. "Final Approval Hearing"). 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 Harold W. Hopp in Department 10 of the California Superior Court for the County of Riverside, located at the Historic Courthouse, 4050 Main Street, Riverside, CA 925013. 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 Complaint filed in the Action, please contact Class Counsel by writing them at ## and ##, or emailing them at (edwin@calljustice.com) or (tkim@collinskim.com), or calling them at ## and ##. The Settlement Agreement (aka "Joint Stipulation of Class Action Settlement and Release") is attached as an Exhibit 1 to the Declaration of Class Counsel Edwin Aiwazian and Tae Kim that was filed in support of the Plaintiffs' Motion for Preliminary Approval.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you may visit the Clerk's office at the Historic Courthouse, 4050 Main Street, Riverside, CA 92501, to obtain the file for inspection and copying at your own expense. Some documents and/or information may also available online at: <https://www.riverside.courts.ca.gov/index.php>

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: *Badis, Reyes and Gutierrez v. Copan Diagnostics, c/o CPT Group Inc. 50 Corporate Park, Irvine, CA 92606.*

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

EXHIBIT D

WORKWEEK DISPUTE FORM
Badis, Reyes and Gutierrez v. Copan Diagnostics, Inc.
Riverside County Superior Court
Case No. CVRI2203991

YOUR NUMBER OF CREDITED WORKWEEKS IS

CLASS MEMBER IDENTIFICATION

UNIQUE IDENTIFIER

NAME

Address

According to Defendant's payroll records, you are a Class member and worked approximately weeks as an employee during the Class Period September 14, 2018 through ##[the date of the Court's order granting preliminary approval of this Settlement]. Based on information currently available, we estimate your total share of the settlement will be approximately \$. This is only an estimate.

The amount you ultimately receive as part of the Settlement may increase or decrease in accordance with the terms of the Settlement, and the Court's orders.

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

If you believe that the number of Workweeks with which you have been credited is incorrect, you must complete this **Workweek Dispute Form** by indicating what you believe is incorrect on the blank lines below and return it on or before [Month] [Day], 2024 (Response Date) to the Settlement Administrator, the CPT Group, via U.S. Mail or other delivery service with proof of the submission date (such as a postmark or delivery service date stamp.) You must also send any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon Defendant's records and any information you provide. Please be advised that the information on this Workweek Dispute Form is presumed to be correct unless the documents you submit are company records from Defendant.

Dated: _____

(mm/dd/yyyy)

(Signature)

(Print Name)

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED OR VIA UNITED STATES FIRST CLASS
MAIL TO:**

BADIS, REYES AND GUTIERREZ v. COPAN DIAGNOSTICS, INC.

c/o CPT Group

50 Corporate Park, Irvine CA 92606

Phone: (800) XXX-XXX

QUESTIONS? Call CPT GROUP at Phone: (800) XXX-XXXX or visit their website at: <https://www.cptgroup.com/>

EXHIBIT E

REQUEST FOR EXCLUSION FORM
Badis, Reyes and Gutierrez v. Copan Diagnostics, Inc.
Riverside County Superior Court
Case No. CVRI2203991

CLASS MEMBER IDENTIFICATION

UNIQUE IDENTIFIER

NAME

Address

TO BE EXCLUDED FROM AND NOT RECEIVE YOUR SHARE OF THE SETTLEMENT PAYMENT as described in the accompanying notice of class action and proposed settlement, you must complete and return this “request for exclusion form” on or before **[Month] [Day], 2024 (Response Date)** to the Settlement Administrator, **CPT Group**, via U.S. Mail or other delivery service with proof of the submission date (such as a postmark or delivery service date stamp.)

Return this form only if do NOT want to participate and YOU WILL NOT receive a settlement payment.

As a Class Member, I understand that I have the option to elect to request exclusion from (“opt-out” of) the Settlement Class, as described in the accompanying Notice of Class Action and Proposed Settlement. I understand that by electing to request exclusion from the *Badis, Reyes and Gutierrez v. Copan Diagnostics, Inc.* matter, I will not receive any portion of the Settlement, which I would otherwise have been entitled to receive. I also understand that by exercising this option, I will remain free to prosecute my own claims, if any, against Defendant and/or the Released Parties subject to applicable statutes of limitations and other applicable restrictions (in which case, if I desire representation by an attorney, I will need to hire or otherwise retain an attorney for that purpose at my own expense).

With full understanding of the foregoing, I wish to exclude myself from this Action, the Settlement, and the Judgment.

Name (First, Middle, Last): _____ **[Required]**

Former Names (if any): _____ **[Required]**

Home Street Address: _____ **[Required]**

Telephone Number(s): Mobile: _____ Work: _____ **[Required]**

Last 4 digits of Social Security Number: XXX - XX- _____ **[Required]**

Dated: _____, 2024

Signature **[Required]**

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED OR VIA UNITED STATES FIRST CLASS
MAIL TO:**

BADIS, REYES AND GUTIERREZ v. COPAN DIAGNOSTICS, INC.
c/o CPT Group
50 Corporate Park, Irvine CA 92606
Phone: (800) XXX-XXX

QUESTIONS? Call CPT GROUP at Phone: (800) XXX-XXXX or visit their website at: <https://www.cptgroup.com/>

EXHIBIT F

OBJECTION FORM
Badis, Reyes and Gutierrez v. Copan Diagnostics, Inc.
Riverside County Superior Court
Case No. CVRI2203991

CLASS MEMBER IDENTIFICATION

UNIQUE IDENTIFIER

NAME

Address

DO NOT FILL OUT OR SEND IN THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

You have a right to object to the Settlement, or any of its terms. In order to object, you must not have submitted a Request for Exclusion Form. If you choose to object, you must complete this form and send the signed form on or before **[Month] [Day], 2024 (Response Date)** to the Settlement Administrator, **CPT Group**, via U.S. Mail or other delivery service with proof of the submission date (such as a postmark or delivery service date stamp.)

Name (First, Middle, Last): _____ **[Required]**

Former Names (if any): _____ **[Required]**

Home Street Address: _____ **[Required]**

Telephone Number(s): Mobile: _____ Work: _____ **[Required]**

Last 4 digits of Social Security Number: XXX - XX- _____ **[Required]**

Describe the Basis of Your Objection: _____

_____ **[Required]**

I hereby conform that I want to object to the settlement for the reasons stated above.

Dated: _____, **2024**

Signature **[Required]**

PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED OR VIA UNITED STATES FIRST CLASS

MAIL TO:

BADIS, REYES AND GUTIERREZ v. COPAN DIAGNOSTICS, INC.

c/o CPT Group

50 Corporate Park, Irvine CA 92606

Phone: (800) XXX-XXX

QUESTIONS? Call CPT GROUP at Phone: (800) XXX-XXXX or visit their website at: <https://www.cptgroup.com/>

EXHIBIT G

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF RIVERSIDE**

9 ADAM BADIS, ANGELICA REYES, and
10 MONICA MELISSA GUTIERREZ
11 individually, and on behalf of other
members of the general public similarly
situated,

12 Plaintiffs,

13 v.

14 COPAN DIAGNOSTICS, INC.; and DOES
15 1-100, inclusive,

16 Defendants.
17
18
19
20
21
22

Case No. CVRI2203991

[Request to be consolidated with Cases No.
CVRI2305684 and CVRI2306963]

Assigned to the Honorable Harold W. Hopp,
Department 1

CLASS and REPRESENTATIVE ACTION

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

Date:
Time: 8:30 a.m.
Dept.: Dept. 10

Badis Action Filed: September 14, 2022
Badis FAC Filed: December 19, 2022
Badis SAC Filed: December 15, 2023
Badis TAC Filed: TBD

23 On _____, 2024, this Court heard Plaintiff's Motion for Preliminary Approval of Class
24 Action Settlement and provisional class certification under California Rule of Court 3.769, as
25 filed by Plaintiffs Adam Badis, Angelica Reyes, and Monica Melissa Gutierrez ("Plaintiffs").
26 This Court reviewed the motion, including the Joint Stipulation of Class Action Settlement and
27 Release (the "Agreement," "Settlement," or "Settlement Agreement"). Based on this review, the
28

1 hearing, and the findings below, the Court finds good cause to GRANT the motion.

2 **FINDINGS:**

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

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

13 (a) The Settlement provides for a Gross Settlement Amount of \$1,235,000
14 (One Million Two Hundred Thirty Five Thousand Dollars) that Defendants will pay into the
15 settlement fund pursuant to the terms and timing specified in the Agreement. The Settlement
16 further provides that the Net Settlement Fund shall be calculated by subtracting the following
17 amounts from the total of the Gross Settlement Amount:

- 18 (1) the Class Counsel Award (estimated at \$408,550 in attorneys’ fees [33% of
19 1,235,000 Gross Settlement Amount] and -\$55,000 in attorney costs);
20 (2) all Settlement Administration Costs (estimated not to exceed \$10,000);
21 (3) the Class Representative Enhancement Payments (estimated at \$25,000); and
22 (4) the PAGA Penalty Amount (\$30,000) of which 75% (\$22,500) is allocated to the
23 California Labor Workforce and Development Agency (“LWDA Payment”) and 25% (\$7,500) is
24 allocated to the PAGA Group (“PAGA Group Amount”), all under the Private Attorneys General
25 Act of 2004 (“PAGA”)

26 The **Net Settlement Fund**, to be disbursed to Settlement Class Members (estimated at
27 **##individual class members**) who have not excluded themselves from the Settlement, is
28

1 presently anticipated to be **approximately \$##** (\$1,235,000 - \$408,550 [atty fees] - \$55,000
2 [costs] - \$10,000 [Settlement Administration Costs] - \$25,000 [Class Rep Enhancement
3 Payment] - \$30,000 [total PAGA Penalty payment which includes \$22,500 LWDA payment and
4 \$7,500 as PAGA Group Amount])(**thus the average Settlement Class Member shall receive**
5 **approximately \$##** [\$##0 div. ## = \$##]) not including their portion of PAGA Group Payment.
6 If the Settlement is approved, the full amount of the Net Settlement Fund will be paid out to
7 Settlement Class Members who do not exclude themselves from the Settlement in accordance
8 with the terms of the Agreement.

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

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

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

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

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

22 3. The Court finds that distribution of the Notice of Class Action Settlement,
23 substantially in the form attached hereto **as Exhibit 1 - Class Notice**, via first class U.S. postal
24 mail to Class Members (a) constitutes the best notice practicable under the circumstances, (b)
25 constitutes valid, due, and sufficient notice to all members of the Class, and (c) complies fully
26 with the requirements of California Code of Civil Procedure section 382, California Rules of
27 Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.
28

1 4. For settlement purposes only, the Court finds the Class is so numerous that
2 joinder of all Class Members is impracticable, Plaintiff's claims are typical of the Class's claims,
3 there are questions of law and fact common to the Class, which predominate over any questions
4 affecting only individual Class Members, the Plaintiff is an adequate representative of the Class,
5 and class certification is superior to other available methods for the fair and efficient adjudication
6 of the controversy.

7 5. Pursuant to Labor Code section 2699, subdivision (1)(2), the Court notes that
8 Plaintiff provided a copy of the Agreement to the LWDA at the same time that Plaintiff provided
9 it to the Court, and the Court has reviewed the Settlement's provisions relating to settlement of
10 claims under PAGA. The Court tentatively finds that the **payment of \$30,000 for settlement of**
11 **any and all claims for which civil penalties under PAGA may be sought** or are otherwise
12 available (the "PAGA Penalty Amount"), is fair and adequate. Further, the Court tentatively
13 finds that the PAGA Penalty Payment satisfies the requirements of California Labor Code
14 section 2699, subdivision (i), because **\$22,500 (75%) of the PAGA Penalty Amount** is
15 allocated to the LWDA ("LWDA Payment") for the enforcement of labor laws and education of
16 employers, and **\$7,500 (25%) is allocated for distribution to the PAGA Group**, ("PAGA
17 Group Amount") i.e., the allegedly "aggrieved employees." Each of the PAGA Group members
18 will also be paid **approximately ###** from the PAGA Group **Amount [### div. ## = ###]**. This
19 amount is in addition to the amount they are paid as a Settlement Class Member (See Section
20 2(a), above).

21 **IT IS ORDERED THAT:**

22 1. **Settlement Preliminary Approval.** The Settlement Agreement and the Notice of
23 Class Action Settlement are preliminarily approved. The Court further preliminarily approves
24 the formulas provided in the Settlement for calculating Individual Settlement Payments to the
25 Class Members using a Workweek-based calculation methodology.

26 1.1 **Provisional Certification.** The Settlement Class is provisionally certified for
27 settlement purposes only as a class of: "All current and former Field Service Engineer
28

1 employees who physically performed worked for Defendant in the State of California from
2 September 14, 2018, until the entry of judgment.” “Class Member(s)” refers to a member(s) of
3 the Class” The “Class Period” refers to the period of time from September 14, 2018 through
4 the date the Court grants preliminary approval of the Settlement. Excluded from the Settlement
5 Class are putative Class Members who submit a timely and valid Request for Exclusion (e.g.
6 via the attached Exhibit 3 - Request for Exclusion Form) and as defined by the Settlement
7 Agreement.

8 **2. Appointment of Class Representative and Class Counsel.** Plaintiffs Adam
9 Badis, Angelica Reyes, and Monica Melissa Gutierrez is conditionally appointed as the Class
10 Representatives to implement the Parties’ Settlement in accordance with the Agreement. Tae
11 Kim of Collins Kim, Edwin Aiwarzian of LAWYERS for JUSTICE, PC, Gregory Mauro and
12 James Hawkins APLC are conditionally appointed as Class Counsel. Class Counsel is
13 conditionally authorized to act on behalf of the Class with respect to all acts or consents required
14 by, or which may be given, pursuant to the Settlement, and such other acts necessary to finalize
15 the Settlement Agreement and its terms. Any Class Member may enter an appearance through
16 his or her own counsel at such Class Member’s own expense. Any Class Member who does not
17 enter an appearance or appear on his or her own behalf will be represented by Class Counsel for
18 settlement purposes only. Plaintiffs and Class Counsel must fairly and adequately protect the
19 Class’s interests.

20 **3. Appointment of Settlement Administrator.** CPT Group, Inc. is hereby
21 appointed as the Settlement Administrator for this case.

22 **4. Provision of Class Notice.** Within ten (10) calendar days after entry of this
23 Preliminary Approval Order, Defendant shall provide the Class List to the Settlement
24 Administrator. On or before thirty (30) calendar days of entry of this Preliminary Approval
25 Order, the Settlement Administrator shall mail the Notice of Class Action Settlement (which
26 shall be substantially similar to the form attached hereto as Exhibit 1- Class Notice to all Class
27 Members via regular First-Class U.S. Mail in the manner specified under the Settlement
28

1 Agreement.

2 **5. Response Deadline.** The Response Deadline shall be **forty-five (45) calendar**
3 **days** from the initial mailing of the Class Notice to Class Members pursuant to Settlement
4 Agreement. In the event of a re-mailed Class Notice, the Response Deadline will be extended
5 an additional fifteen (15) calendar days for that individual Class Member.

6 **6. Objection to Settlement.** Settlement Class Members who have not submitted a
7 timely and valid Request for Exclusion pursuant to the Settlement Agreement and who want to
8 object to the Agreement must sign and submit by U.S. Mail or other delivery service a valid
9 written Objection (e.g. via the attached **Exhibit 3 - Objection Form**) to the Settlement
10 Administrator on or before the Response Deadline. The Settlement Administrator will provide
11 copies of all such Objections to Class Counsel and Defendant's counsel weekly and will also
12 provide a Final Response Report within five (5) calendar days of the Response Deadline. For an
13 Objection to be valid, it must: (a) state the case name and number of the Action (b) contain the
14 Class Member's name, current mailing address, most current telephone number, and last four
15 digits of his or her Social Security number, (c) state the basis for the objection, (d) be signed
16 by the Class Member, (e) be submitted to the Settlement Administrator at the address specified
17 in the Class Notice; and (f) be submitted with proof of the submission date (such as a U.S.
18 Postal Service postmark or another delivery service date stamp) on or before the Response
19 Deadline. The date the Objection is sent, as evidenced by the postmark or other delivery service
20 date stamp, shall be the exclusive means to determine whether an Objection has been timely
21 submitted. If a Class Member intends to speak at the Final Approval Hearing, he or she should
22 (although they are not required to) file a "notice of intention to appear" with the Court and
23 provide a copy of this notice and their Objection to counsel for both Parties. Any Settlement
24 Class Member will be permitted to appear and speak at the Final Approval Hearing in order to
25 have an Objection heard by the Court.

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

3 **8. Requesting Exclusion (Opt Out).** Any Class Member wishing to be excluded
4 (aka “opt-out”) from the Class Settlement must sign and submit by U.S. Mail or other delivery
5 service a valid written Request for Exclusion (e.g. via the attached **Exhibit 2 - Request for**
6 **Exclusion Form**) to the Settlement Administrator on or before the Response Deadline
7 containing all the information required by the Agreement. To be valid, the Request for
8 Exclusion must: (a) state the case name and number of the Action; (b) set forth the name,
9 address, and telephone number of the Class Member requesting exclusion; (c) be signed by the
10 Class Member; (d) be addressed to the Settlement Administrator; and (e) be postmarked on or
11 before the Response Deadline. The date the Request for Exclusion is sent, as evidenced by the
12 postmark or other delivery service date stamp, shall be the exclusive means to determine
13 whether a Request for Exclusion has been timely submitted.

14 **9. Workweek Disputes.** If a Settlement Class Member wishes to dispute the
15 number of Workweeks with which he or she has been credited, the Settlement Class Member
16 must submit to the Settlement Administrator, by U.S. Mail or other delivery service, a
17 Workweek Dispute (e.g. via the attached **Exhibit 4 - Workweek Dispute Form**) on or before
18 the Response Deadline. The Workweek Dispute must: (a) state the case name and number of
19 the Action (b) set forth the Class Member’s name, address, and telephone number; (c) be
20 signed by the Class Member; (d) include any documentary evidence showing that the
21 Workweek information is inaccurate, and (e) be postmarked or submitted to the Settlement
22 Administrator on or before the Response Deadline. The submission date is deemed to be, in the
23 case of submission by U.S. Mail or other delivery service, the date the Workweek Dispute is
24 sent, as evidenced by the postmark or other delivery service date stamp.

25 **10. Termination.** If the Agreement terminates, the following will occur: (a) the
26 Preliminary Approval Order, and/or Final Approval Order and Judgment, and all of its or their
27 provisions will be vacated by its or their own terms, including, but not limited to, vacating
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conditional certification of the Class; (b) Plaintiffs will stop functioning as the Class Representative and Class Counsel will stop serving as counsel for the proposed class; and (c) the Action will revert to its previous status in all respects as it existed immediately before the Parties executed the Memorandum of Understanding. No term or draft of the Memorandum of Understanding or the Settlement Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. This Preliminary Approval Order will not waive or otherwise impact the Parties' rights or arguments.

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

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

13. Final Approval Hearing. On _____, at _____ am/pm, this Court will hold a Final Approval Hearing to determine whether the Agreement should be finally approved as fair, reasonable, and adequate. Plaintiff's Motion for Final Approval of the Settlement and all papers supporting the Class Counsel Award and Class Representative Enhancement Payment must be filed by _____

Any additional papers supporting final approval, including the Settlement Administrator declaration and any response to Objections to the Agreement must be filed by no later than

14. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Agreement without further notice to the Class, and retains jurisdiction to consider further applications concerning the Settlement. If the Final Approval Hearing Date is continued to another date the Settlement Administrator will give notice to any objecting party of the continuance and new hearing date.

IT IS SO ORDERED.

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DATED: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 2

**TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE RIVERSIDE**

**ADAM BADIS, ANGELICA REYES y MONICA
MELISSA GUTIERREZ**

v.

COPAN DIAGNOSTICS, INC.,

Caso No. CVRI2203991

AVISO DE DEMANDA COLECTIVA Y PROPUESTA DE ACUERDO

PARA: Todos los empleados actuales y anteriores remunerados por horas o no exentos que trabajaron para cualquiera de los Demandados dentro del Estado de California en cualquier momento durante el período del 14 de septiembre de 2018 hasta [Date of Order re Preliminary Approval].

SI USTED ES MIEMBRO DE ESTE GRUPO DE PERSONAS, DEBE LEER ESTE AVISO CUIDADOSAMENTE PORQUE AFECTARÁ SUS DERECHOS Y OBLIGACIONES LEGALES.

Se ha propuesto un acuerdo ("Acuerdo") en una demanda colectiva pendiente en el Tribunal Superior del Condado de Riverside ("Tribunal") titulada *BADIS, REYES y GUTIERREZ v. Copan Diagnostics, Inc. Caso N.º CVRI2203991* (la "Acción"). Si el Tribunal da la aprobación final al Acuerdo, Copan Diagnostics, Inc. ("Demandado") proporcionará a cada Miembro del Grupo del Acuerdo un pago según lo establecido en este aviso. A continuación encontrará un resumen de sus derechos y opciones; se describen con más detalle más adelante en este documento. Si tiene alguna pregunta, comuníquese con *Badis, Reyes y Gutiérrez v. Copan Diagnostics, Inc., c/o CPT Group Inc. 50 Corporate Park, Irvine, CA 92606*.

Su pago del acuerdo estimado es de \$<<estAmount>> basado en las <<Workweeks>> semanas laborales que trabajó durante el Período del Grupo, como se muestra en los registros del Demandado.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

RECIBIR UN PAGO	Si no hace nada, recibirá automáticamente un pago si el Tribunal finalmente aprueba el Acuerdo.	N / A
PRESENTAR UNA DISPUTA DE SEMANA LABORAL	Si usted considera que el número de semanas laborales que se le han acreditado es incorrecto, debe Presentar una Disputa de Semana Laboral al Administrador del Acuerdo. Las instrucciones detalladas para esta opción se establecen en la Sección 10 a continuación.	Fecha límite: Fecha límite de respuesta: 45 días después del envío
EXCLUIRSE	Si desea excluirse del Acuerdo, deberá presentar al Administrador del Acuerdo una Solicitud de Exclusión válida. Si se excluye del Acuerdo, no recibirá ningún pago en virtud del mismo. Excluirse es la única opción que le permite presentar o mantener sus propios reclamos o demanda contra el Demandado con respecto a las alegaciones en la Acción. Las instrucciones detalladas para esta opción se establecen en la Sección 17 a continuación.	Fecha límite: Fecha límite de respuesta: 45 días después del envío
OBJETAR	Si desea objetar al Acuerdo, deberá presentar sus objeciones al Administrador del Acuerdo. Presentar una objeción no lo excluye del Acuerdo. Las instrucciones detalladas para esta opción se establecen en la Sección 18 a continuación.	Fecha límite: Fecha límite de respuesta: 45 días después del envío
COMPARECER A LA "AUDIENCIA DE	El Tribunal llevará a cabo una "Audiencia de Aprobación Final" para considerar el Acuerdo, la solicitud de honorarios y costos de abogados por parte de los abogados que representan a la Clase en la Acción, y la solicitud de los Demandantes Representantes de una indemnización por servicios por iniciar la Acción. Usted puede, pero no está obligado a, hablar en la Audiencia de Aprobación Final sobre cualquier objeción al Acuerdo que haya presentado. Si	Fecha de la audiencia: 202_ a las ____ AM/PM

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

APROBACIÓN FINAL	tiene la intención de hablar en la Audiencia de Aprobación Final, le solicitamos que también proporcione al Administrador del Acuerdo un "Aviso de intención de comparecer" indicando su intención de hacerlo. Las instrucciones para esta opción se establecen en la Sección 18 a continuación.	
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El Tribunal a cargo de esta Acción ha aprobado preliminarmente el Acuerdo y debe decidir si otorga o no la aprobación final al Acuerdo. El alivio proporcionado a los Miembros del Grupo se proporcionará solo si el Tribunal da la aprobación final al Acuerdo y, si hay apelaciones, después de que las apelaciones se resuelvan a favor del Acuerdo. ***Por favor tenga paciencia***.

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INFORMACIÓN GENERAL

1. ¿Por qué he recibido este aviso?

Usted recibió este aviso porque se ha llegado a un acuerdo en esta acción. Según los registros disponibles del Demandado, usted es miembro del Grupo y puede ser elegible para la ayuda que se detalla a continuación.

Este Aviso explica la naturaleza de la Acción, los términos generales del Acuerdo propuesto y sus derechos y obligaciones legales. Para obtener más información sobre el Acuerdo, incluida información sobre cómo puede ver una copia del Acuerdo de conciliación (que define los términos en mayúscula utilizados en este Aviso), consulte la Sección 23 a continuación.

2. ¿De qué se trata esta demanda??

Los Demandantes ADAM BADIS, ANGELICA REYES y MONICA MELISSA GUTIERREZ (los "Demandantes" o "Demandantes Representantes") presentaron una demanda contra Copan Diagnostics ("Demandado") en nombre de ellos mismos y de todos los demás en situaciones similares. La demanda alega que el acusado violó la ley de California y/o federal al, entre otras cosas, **failing to pay overtime wages, failing to pay minimum wage, failing to provided timely/accurate wage statements, failing to pay all wages due at separation, failing to provide duty-free meal/rest periods, failing to reimburse necessary business expenses,** no pagar el pago de vacaciones adquirido al momento de la separación **and unfair business practices**. La demanda también incluye reclamaciones en virtud de la Ley de Procuradores Generales Privados de California de 2004, Código Laboral, sección 2698 y siguientes ("PAGA").

El acusado niega todas y cada una de las acusaciones de conducta ilegal, cualquier irregularidad y cualquier responsabilidad de cualquier tipo, y ningún tribunal u otra entidad ha emitido ningún juicio ni ha determinado nada sobre responsabilidad alguna. El demandado niega además que cualquier miembro del grupo tenga derecho a algún tipo de reparación y, salvo para fines del acuerdo, que esta acción sea apropiada para su certificación como demanda colectiva.

La emisión de este Aviso no constituye una expresión de la opinión del Tribunal sobre los méritos o la falta de méritos de las reclamaciones de los Demandantes en la Acción .

Para obtener información sobre cómo conocer lo que ha sucedido en la Acción hasta la fecha, consulte la Sección 23 a continuación.

3. ¿Por qué es esto una demanda colectiva?

En una demanda colectiva, una o más personas llamadas "los Demandantes" presentaron una demanda contra Copan Diagnostics ("Demandado") el "(en esta Acción, Adam Badis, Angelica Reyes y Monica Melissa Gutierrez (los "Demandantes" o "Demandantes Representantes") presentaron una demanda contra Copan Diagnostics ("Demandado") y demandan en nombre de otras personas que supuestamente tienen reclamos similares. Para los efectos de este acuerdo propuesto, un tribunal resolverá los problemas de todos los miembros del grupo. La empresa demandada en este caso, Copan Diagnostics, se llama la "Demandada".

4. ¿Por qué existe un Acuerdo?

Los demandantes han presentado reclamaciones contra el demandado. El acusado niega haber hecho algo malo o ilegal y no admite ninguna responsabilidad. **El Tribunal no ha decidido si los demandantes o el demandado deben ganar esta acción. En lugar de ello, ambas partes acordaron llegar a un acuerdo.** De esa manera, evitan el costo de un juicio y los miembros del grupo recibirán el pago ahora en lugar de dentro de años, si es que lo reciben.

5. ¿Cómo sé si soy parte del Acuerdo?

El Tribunal ha decidido que todos aquellos que se ajusten a la siguiente descripción son miembros del grupo a los efectos del acuerdo propuesto: "Todos los empleados actuales y anteriores de Ingenieros de Servicio de Campo que realizaron físicamente trabajos para el Demandado en el Estado de California desde el 14 de septiembre de 2018 hasta **[Fecha de la Orden sobre Aprobación Preliminar]**"

6. Aún no estoy seguro si estoy incluido.

Si aún no está seguro de si está incluido, puede escribir al Administrador del Acuerdo para obtener ayuda gratuita. La dirección del Administrador del Acuerdo es: *Badis, Reyes y Gutiérrez v. Copan Diagnostics, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606.*

EL ACUERDO PROPUESTO**7. ¿Qué alivio proporciona el Acuerdo a los Miembros del Grupo?**

El demandado acordó financiar un acuerdo con un valor máximo de **\$1,235,000 (un millón doscientos treinta y cinco mil dólares)**. El monto del Acuerdo se utilizará para pagar las reclamaciones de los Miembros del Grupo del Acuerdo, el costo de proporcionar notificación al Grupo y administrar el Acuerdo (es decir, \$ _____); para pagar cualquier adjudicación del Tribunal por honorarios de abogados (es decir, \$ _____) y costos (es decir, \$ _____) a los abogados de los Demandantes; cualquier adjudicación por servicio que el Tribunal otorgue a los Demandantes Representantes (es decir, \$\$\$); y el monto asignado según la Ley de Procuradores Generales Privados de California de 2004, Código Laboral de California, sección 2698 y siguientes ("PAGA") (es decir, \$\$\$, el "Monto de la Multa PAGA"), que incluye el pago del 75% a la Agencia de Desarrollo y Fuerza Laboral de California ("Pago LWDA") (es decir, \$\$\$) y el 25% "Monto del Grupo PAGA" distribuido al Grupo PAGA (es decir, \$\$\$).

Su pago de liquidación estimado es de \$ <<estAmount>> basado en las <<Workweeks>> Semanas laborales que trabajó durante el Período del Grupo, como se muestra en los registros del Demandado . Su pago estimado se calculó utilizando los registros del demandado. Los pagos del Acuerdo individuales se calcularán y distribuirán de la siguiente manera:

- (a) El "Fondo Neto del Acuerdo" se calculará restando del Monto Bruto del Acuerdo de \$1,235,000 los pagos a los Abogados del Grupo, los Demandantes Representantes y el Administrador del Acuerdo , y el Monto de la Multa PAGA.
- (b) Para cada Miembro del Grupo, el Administrador del Acuerdo determinará la cantidad de semanas laborales trabajadas por ellos durante el Período del Grupo basándose en los registros del Demandado. La suma de las semanas laborales de todos los miembros de la clase será las "semanas laborales totales".
- (c) El Fondo Neto del Acuerdo se dividirá por el número total de semanas laborales; la cifra resultante es el "Valor de la semana laboral".
- (d) Para cada Miembro del Grupo del Acuerdo (es decir, Miembros del Grupo que no solicitan ser excluidos del Acuerdo), el Administrador del Acuerdo multiplicará la cantidad de Semanas Laborales que trabajó durante el Período del Grupo por el Valor de la Semana Laboral. La cifra resultante será el "Monto del Acuerdo Individual" para cada uno de dichos Miembros del Grupo del Acuerdo.
- (e) El Administrador del Acuerdo dividirá el Monto del Grupo PAGA por el número total de miembros del Grupo PAGA (es decir, el número total de Miembros del Grupo que se estima que son ## personas); la cifra resultante será la parte prorrateada de cada miembro del Grupo PAGA del Monto del Grupo PAGA (que se estima que es aproximadamente \$\$\$ para cada miembro del Grupo PAGA [\$\$\$ divided by ## persons = \$\$\$]).

PAGO AL GRUPO**8. ¿Cómo puedo obtener un pago?**

Si desea seguir siendo miembro del grupo del acuerdo y obtener cualquier parte del acuerdo que pueda tener derecho a recibir, entonces no tiene que hacer nada y recibirá automáticamente un cheque de pago del acuerdo por correo si el Tribunal aprueba el acuerdo propuesto. En este caso no es necesario acudir a los tribunales ni pagar nada a los abogados. El Pago del Acuerdo que recibirá será un acuerdo completo y final de sus Reclamos Liberados que se describen a continuación.

9. ¿Cuándo recibirá un pago?

Como se describe en las Secciones 20 y 21, el Tribunal celebrará una audiencia sobre _____ a las _____ AM/PM , para decidir si se aprueba el Acuerdo. Si el Tribunal aprueba el Acuerdo, después de eso, podrá haber apelaciones. Siempre es incierto si estas apelaciones podrán resolverse, y resolverlas puede llevar tiempo, quizás más de un año. *Por favor tenga paciencia.*

10. ¿Qué pasa si no estoy de acuerdo con el cálculo del demandado con respecto a mi pago estimado del acuerdo?

Si cree que la cantidad de semanas laborales que se le han acreditado es incorrecta, puede presentar evidencia al Administrador del Acuerdo antes del **(Fecha límite de respuesta: 45 días después del envío postal)** demostrando que dicha información es inexacta. El Administrador del Acuerdo decidirá la disputa. Se presumirá que los registros del acusado son correctos, pero el Administrador del Acuerdo evaluará la evidencia presentada por usted y tomará la decisión final sobre los méritos de la disputa. Puede enviar una Disputa de Semana Laboral por correo al Administrador del Acuerdo en: *Badis, Reyes y Gutiérrez v. Copan Diagnostics, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606.*

11. Si recibo un pago de liquidación, ¿tendré que pagar impuestos sobre él?

Treinta y tres y un tercio por ciento (33.33 %) de su pago del acuerdo se considerará salario y se informará en el formulario W-2 del IRS y/o el equivalente del estado de California con todos los impuestos correspondientes retenidos; treinta y tres y un tercio por ciento (33.33 %) de su pago del acuerdo se considerarán multas y treinta y tres y un tercio por ciento (33.33 %) de su pago del acuerdo se considerarán intereses; tanto las multas como los intereses se informarán en el formulario 1099 del IRS. Debería consultar a un profesional de impuestos para obtener más información sobre su situación específica.

12. Sin represalias ni discriminación.

El demandado respeta su derecho a participar en esta demanda y no tomará ninguna medida adversa contra usted si acepta el pago según el Acuerdo.

LOS ABOGADOS EN ESTE CASO Y LOS DEMANDANTES REPRESENTANTES**13. ¿Tengo abogado en este caso?**

El Tribunal ha ordenado que los bufetes de abogados **Collins Kim and Lawyers for Justice PC** y **James Hawkins APLC** ("Abogados del Grupo") representarán los intereses de todos los Miembros del Grupo. No se le cobrará por separado por estos abogados. Si tiene alguna pregunta sobre el Acuerdo, puede comunicarse con el Abogado del Grupo escribiéndoles en ##, o enviándoles un correo electrónico a (##), o llamándolos al ##. Si desea ser representado por su propio abogado, puede contratar uno a su propio costo.

14. ¿Cómo se pagará a los abogados??

El demandado acordó pagar los honorarios de los abogados del grupo hasta \$\$\$ y los costos y gastos de hasta \$\$\$ por sus servicios en el litigio de la Acción, sujeto a la aprobación del Tribunal. No tendrá que pagar honorarios ni costos de abogados.

15. ¿Recibirán los demandantes representantes alguna compensación por sus esfuerzos al presentar esta acción?

Los demandantes representantes solicitarán un premio por servicio (también conocido como premio "incentivo") de hasta \$\$\$ por su servicio como representante de la clase y su esfuerzo para presentar la Acción. El Tribunal tomará la decisión final en cuanto al monto que deberá pagarse al representante del grupo.

LIBERACIÓN DE TODAS LAS RECLAMACIONES**16. ¿A qué estoy renunciando para obtener alivio bajo el Acuerdo?**

Si el Tribunal aprueba el Acuerdo propuesto, a menos que usted se excluya del Acuerdo, estará renunciando a sus reclamos contra el Demandado. Esto generalmente significa que usted no podrá presentar una demanda, continuar procesando una demanda o ser parte de cualquier otra demanda contra el Demandado con respecto a las acusaciones en la Acción. El Acuerdo de liquidación, al que se puede acceder contactando al Administrador del acuerdo como se describe en la Sección 23 a continuación, contiene los términos completos de la liberación.

CÓMO EXCLUIRSE DEL ACUERDO**17. ¿Cómo me excluyo del Acuerdo?**

Usted puede excluirse del Grupo y del Acuerdo. Si desea ser excluido, debe enviar una Solicitud de exclusión (es decir, a través del "Formulario de solicitud de exclusión" incluido) por correo postal de EE. UU. u otro servicio de entrega que indique que incluye: (a) el nombre del caso y el número de la Acción " *Badis, Reyes y Gutiérrez v. Copan*

Diagnostics, Inc. Case No. CVRI2203991 " ; **(b)** su nombre completo, dirección y número de teléfono; y **(c)** una declaración de que no desea participar en el Acuerdo. Debe firmar y fechar el formulario de solicitud de exclusión para que sea válido. El formulario de solicitud de exclusión debe enviarse (es decir, debe tener matasellos o sello con la fecha de entrega) a más tardar **(Fecha límite de respuesta: 45 días después del envío)** y enviado al Administrador del Acuerdo a: **Badis, Reyes y Gutiérrez v. Copan Diagnostics, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606.**

Si solicita oportunamente la exclusión del Grupo, será excluido del Grupo de Acuerdo, no estará obligado por la sentencia dictada en la Acción, no se le impedirá presentar cualquier reclamo individual oportuno contra el Demandado basado en la conducta denunciada en la Acción y no recibirá un Pago de Acuerdo Individual.

Sin embargo, incluso si solicita la exclusión del Grupo de Acuerdo, aún estará sujeto a la liberación de Reclamos PAGA del Acuerdo de Acuerdo tras la aprobación final del Acuerdo de Acuerdo y la sentencia. Las solicitudes de exclusión no se aplican a los reclamos PAGA. A todos los miembros del grupo se les enviará un cheque por su parte proporcional del monto grupal de PAGA, que son sanciones civiles aplicadas en nombre del estado de California.

CÓMO Oponerse al Acuerdo

18. ¿Cómo le digo al Tribunal que no me gusta el acuerdo?

En la fecha, hora y lugar indicados en la Sección 21 a continuación, el Tribunal llevará a cabo una Audiencia de Aprobación Final para determinar si el Acuerdo es justo, razonable y adecuado, y también para considerar la solicitud de los Abogados del Grupo de una adjudicación de honorarios y costos de abogados y una adjudicación de servicios a los Demandantes Representantes.

Si desea presentar una objeción a la imparcialidad, razonabilidad o adecuación del Acuerdo de conciliación o del Acuerdo propuesto, debe enviar por correo postal de EE. UU. u otro servicio de entrega una objeción válida por escrito (es decir, mediante el "Formulario de objeción" incluido) al Administrador del Acuerdo a la dirección que se establece a continuación a más tardar el (es decir, con matasellos o sello con fecha de entrega antes del **(Fecha límite de respuesta: 45 días después del envío)**).

ADMINISTRADOR DEL ACUERDO
Badis, Reyes y Gutiérrez v. Copan Diagnostics , c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606

Para ser válida, cualquier objeción/Formulario de objeción debe: **(a)** indicar el nombre y el número de caso de la Acción "**Badis, Reyes y Gutiérrez v. Copan Diagnostics, Inc. Case No. CVRI2203991** " ; **(b)** indicar su nombre completo, dirección postal actual, número de teléfono más reciente y los últimos cuatro dígitos de su número de Seguro Social ; **(c)** indicar su objeción al Acuerdo y los argumentos legales y/o fácticos que respaldan la objeción; **(d)** presentarse al Administrador del Acuerdo por correo postal de EE. UU. u otro servicio de entrega con prueba de la fecha de presentación (como un matasellos del Servicio Postal de EE. UU. u otro sello de fecha del servicio de entrega) a más tardar el **(Fecha límite de respuesta: 45 días después del envío)**. Debe firmar y fechar la objeción/formulario de objeción para que sea válida. Puede, aunque no está obligado a ello, presentar su objeción a través de un abogado de su elección. Si presenta su objeción a través de un abogado, usted será responsable de los honorarios y costos de su abogado. **Si desea comparecer en la Audiencia de Aprobación Final para objetar el Acuerdo**, ya sea en persona o a través de un abogado personal contratado a su cargo, le solicitamos (aunque no es obligatorio) que incluya en su objeción/Formulario de Objeción la declaración "Aviso de Intención de Comparecer en la Audiencia de Aprobación Final" o que de otra manera proporcione al Administrador del Acuerdo un "Aviso de Intención de Comparecer" indicando su intención de comparecer en la Audiencia de Aprobación Final . Sin embargo, hacerlo no lo obliga a comparecer y, nuevamente, no está obligado a hacerlo para comparecer.

SI NO PRESENTA SU OBJECIÓN A TIEMPO, SE CONSIDERARÁ QUE HA RENUNCIADO A TODAS LAS OBJECIONES.

19. ¿Cuál es la diferencia entre excluirme y oponerme al Acuerdo?

Objetar es decirle al Tribunal que no le gusta algo del Acuerdo. Usted puede presentar objeciones únicamente si permanece en el grupo de acuerdo. Excluirse es decirle al Tribunal que no desea ser parte del Grupo de Acuerdo. Si se excluye, no tendrá base para objetar porque el Acuerdo ya no le afecta.

AUDIENCIA DE APROBACIÓN FINAL**20. ¿Qué es la Audiencia de Aprobación Final?**

El Tribunal ha aprobado preliminarmente el Acuerdo, lo que significa únicamente que concluyó que hay pruebas suficientes para sugerir que el Acuerdo se encuentra dentro del rango de posible aprobación como justo, razonable y adecuado, y que la determinación final de estas cuestiones se realizará en la Audiencia de Aprobación Final. El propósito de la Audiencia de Aprobación Final será que el Tribunal determine si el Acuerdo debe aprobarse por ser justo, razonable, adecuado y en el mejor interés del Grupo del Acuerdo; considere la adjudicación de honorarios y gastos de abogados a los Abogados del Grupo; y considere la solicitud de adjudicación de servicios a los Demandantes Representantes.

21. ¿Cuándo y dónde es la Audiencia de Aprobación Final?

El [] a las [] AM/PM, se llevará a cabo una audiencia sobre la imparcialidad del Acuerdo propuesto (es decir, AUDIENCIA DE APROBACIÓN FINAL). En la audiencia, el Tribunal estará disponible para escuchar cualquier objeción y argumento relativo a la imparcialidad del Acuerdo propuesto. La audiencia se llevará a cabo ante el Honorable Harold W. Hopp en el Departamento 10 del Tribunal Superior de California para el Condado de Riverside, ubicado en el Palacio de Justicia Histórico, 4050 Main Street, Riverside, CA 925013. La audiencia podrá posponerse a una fecha, hora o lugar diferente sin previo aviso.

22. ¿Puedo hablar en la audiencia?

En dicha audiencia, el Tribunal estará disponible para escuchar cualquier objeción y argumento relativo a la imparcialidad del Acuerdo. Puede asistir, pero no está obligado a hacerlo.

INFORMACIÓN ADICIONAL**23. ¿Cómo puedo obtener más información?**

Para ver una copia del Acuerdo de Transacción, la Orden de Aprobación Preliminar del Tribunal y la Demanda operativa presentada en la Acción, comuníquese con los Abogados del Grupo escribiéndoles a ## y ##, o enviándoles un correo electrónico a (edwin@calljustice.com) o (tkim@collinskim.com), o llamándolos al ## y ##. El Acuerdo de liquidación (también conocido como "Estipulación conjunta de conciliación y liberación de la demanda colectiva") se adjunta como Anexo 1 a la Declaración de los abogados de la demanda colectiva Edwin Aiwazian y Tae Kim, que se presentó en apoyo de la Moción de Aprobación Preliminar de los Demandantes.

Esta descripción de esta Acción es general y no cubre todos los asuntos y procedimientos que han ocurrido. Para ver el archivo completo, puede visitar la oficina del secretario en el Palacio de Justicia Histórico, 4050 Main Street, Riverside, CA 92501, para obtener el archivo para inspección y copia a su propio costo. Algunos documentos y/o información también pueden estar disponibles en línea en: <https://www.riverside.courts.ca.gov/index.php>

24. ¿Qué pasa si mi dirección u otra información ha cambiado?

Es su responsabilidad informar al Administrador del Acuerdo de su información actualizada. Puede realizar correcciones a su dirección comunicándose con el Administrado del Acuerdo en: *Badis, Reyes y Gutiérrez v. Copan Diagnostics*, c/o CPT Group Inc. 50 Corporate Park, Irvine, CA 92606.

POR FAVOR, NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO DEL TRIBUNAL O AL JUEZ.

FORMULARIO DE DISPUTA DE SEMANA LABORAL
Badis, Reyes y Gutiérrez v. Copan Diagnostics, Inc.
Riverside County Superior Court
Case No. CVRI2203991

SU NÚMERO DE SEMANAS LABORALES ACREDITADAS ES

IDENTIFICACIÓN DE LOS MIEMBROS DEL GRUPO

IDENTIFICADOR ÚNICO

NOMBRE:

Dirección:

Según los registros de nómina del Demandado, usted es miembro del Grupo y trabajó aproximadamente semanas como empleado durante el Período de la Clase (September 14, 2018 through ##[the date of the Court's order granting preliminary approval of this Settlement]). Con base en la información actualmente disponible, estimamos que su parte total del acuerdo será de aproximadamente \$. Esto es sólo una estimación.

La cantidad que finalmente reciba como parte del Acuerdo puede aumentar o disminuir de acuerdo con los términos del Acuerdo y las órdenes del Tribunal.

*** Los demandados respetan su derecho a participar en esta demanda y no tomarán ninguna medida adversa en su contra.

En caso de que acepte el pago en virtud del Acuerdo. ***

Si cree que la cantidad de semanas laborales que se le han acreditado es incorrecta, debe completar este **Formulario de disputa de semana laboral** indicando lo que cree que es incorrecto en las líneas en blanco a continuación y devolverlo el [Month] [Day] 2024 (Response Date) o antes al Administrador del acuerdo, CPT Group, mediante correo postal de EE. UU. u otro servicio de entrega con prueba de la fecha de envío (como un matasellos o un sello con la fecha del servicio de entrega). También debe enviar cualquier documento u otra información que respalde su creencia de que la información establecida anteriormente es incorrecta. El Administrador del Acuerdo resolverá cualquier disputa basándose en los registros del Demandado y cualquier información que usted proporcione. Tenga en cuenta que se presume que la información contenida en este formulario de disputa de semana laboral es correcta a menos que los documentos que presente sean registros de la empresa del demandado.

Fechado: _____

(mm/dd/aaaa)

(Firma)

(Nombre escrito)

POR FAVOR DEVUELVA ESTE FORMULARIO EN EL SOBRE PROPORCIONADO O POR CORREO DE PRIMERA CLASE DE ESTADOS UNIDOS A:

BADIS, REYES Y GUTIERREZ v. COPAN DIAGNOSTICS, INC.
c/o Grupo CPT
50 Corporate Park, Irvine, CA 92606

Teléfono: (800) XXX-XXX

¿PREGUNTAS? Llame al GRUPO CPT al Teléfono: (800) XXX-XXXX o visite su sitio web en :
<https://www.cptgroup.com/>

FORMULARIO DE SOLICITUD DE EXCLUSIÓN
Badis, Reyes y Gutiérrez v. Copan Diagnostics, Inc.
Riverside County Superior Court
Case No. CVRI2203991

IDENTIFICACIÓN DE LOS MIEMBROS DEL GRUPO

IDENTIFICADOR ÚNICO

NOMBRE:

Dirección:

PARA SER EXCLUIDO Y NO RECIBIR SU PARTE DEL PAGO DEL ACUERDO como se describe en el aviso adjunto de demanda colectiva y acuerdo propuesto, debe completar y devolver este “formulario de solicitud de exclusión” el [Month] [Day], 2024 (Response Date) o antes al Administrador del acuerdo, CPT Group, por correo postal de EE. UU. u otro servicio de entrega con prueba de la fecha de envío (como un matasellos o un sello con la fecha del servicio de entrega).

Devuelva este formulario sólo si NO desea participar y NO recibirá un pago del acuerdo.

Como miembro del grupo, comprendo que tengo la opción de elegir solicitar la exclusión (“exclusión voluntaria”) del grupo de acuerdo, como se describe en el Aviso de demanda colectiva y acuerdo propuesto adjunto. Entiendo que al optar por solicitar la exclusión del caso *Badis, Reyes y Gutiérrez v. Copan Diagnostics, Inc.*, no recibiré ninguna parte del Acuerdo que de otro modo habría tenido derecho a recibir. También entiendo que al ejercer esta opción, seguiré siendo libre de presentar mis propios reclamos, si los hubiera, contra el Demandado y/o las Partes Liberadas sujeto a los estatutos de limitaciones aplicables y otras restricciones aplicables (en cuyo caso, si deseo ser representado por un abogado, necesitaré contratar o retener de otro modo un abogado para ese propósito a mi propio costo).

Con pleno entendimiento de lo anterior, deseo excluirme de esta Acción, del Acuerdo y de la Sentencia.

Nombre (primero, segundo nombre,

apellido): _____ [Requerido]

Nombres anteriores (si los

hubiera): _____ [Requerido]

Domicilio: _____ [Requerido]

Número(s) de teléfono: Móvil: _____ Trabajo: _____ [Requerido]

Últimos 4 dígitos del número de Seguro Social: XXX-
XX- _____ [Requerido]

Fecha: _____, 2024

Firma

[Requerido]

POR FAVOR DEVUELVA ESTE FORMULARIO EN EL SOBRE PROPORCIONADO O A TRAVÉS DEL SERVICIO DE PRIMERA CLASE DE ESTADOS UNIDOS.

ENVÍE POR CORREO A:

BADIS, REYES AND GUTIERREZ v. COPAN DIAGNOSTICS, INC.
c/o Grupo CPT
50 Corporate Park, Irvine, CA 92606
Teléfono: (800) XXX-XXX

¿PREGUNTAS? Llame a CPT GROUP al teléfono: (800) XXX-XXXX o visite su sitio web en :
<https://www.cptgroup.com/>

FORMULARIO DE OBJECCIÓN
Badis, Reyes y Gutiérrez v. Copan Diagnostics, Inc.
Riverside County Superior Court
Case No. CVRI2203991

IDENTIFICACIÓN DE LOS MIEMBROS DEL GRUPO

IDENTIFICADOR ÚNICO

NOMBRE:

Dirección:

NO RELLENE NI ENVÍE ESTE FORMULARIO A MENOS QUE SE OPONGA A LOS TÉRMINOS Y/O CONDICIONES DEL ACUERDO PROPUESTO.

Tiene derecho a oponerse al Acuerdo o a cualquiera de sus condiciones. Para oponerse, no debe haber presentado un Formulario de Solicitud de Exclusión. Si decide presentar una objeción, debe completar este formulario y enviarlo firmado antes del **[Month] [Day], 2024 (Response Date)** al Administrador del acuerdo, **CPT Group**, mediante correo postal de EE. UU. u otro servicio de entrega con prueba de la fecha de envío (como un matasellos o un sello con la fecha del servicio de entrega).

Nombre (primero, segundo nombre,

apellido): _____ **[Requerido]**

Nombres anteriores (si los

hubiera): _____ **[Requerido]**

Domicilio: _____ **[Requerido]**

Número(s) de teléfono: Móvil: _____ Trabajo: _____ **[Requerido]**

Últimos 4 dígitos del número de Seguro Social: XXX-

XX- _____ **[Requerido]**

Describa la base de su objeción: _____

_____ **[Requerido]**

Por la presente, confirmo que deseo oponerme al acuerdo por las razones expuestas anteriormente.

Fechado: _____, **2024**

Firma

[Requerido]

POR FAVOR DEVUELVA ESTE FORMULARIO EN EL SOBRE PROPORCIONADO O A TRAVÉS DEL SERVICIO

DE PRIMERA CLASE DE ESTADOS UNIDOS.

ENVÍE POR CORREO A:

BADIS, REYES AND GUTIERREZ v. COPAN DIAGNOSTICS, INC.

c/o Grupo CPT

50 Corporate Park, Irvine, CA 92606

Teléfono: (800) XXX-XXX

¿PREGUNTAS? Llame a CPT GROUP al Teléfono: (800) XXX-XXXX o visite su sitio web en :
<https://www.cptgroup.com/>