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

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

Defendants.

Case No.: CVRI2203991

Assigned to the Honorable Harold W. Hopp,
Department 1

**CLASS AND REPRESENTATIVE
ACTION**

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

Date: June 6, 2025
Time: 8:30 a.m.
Dept.: Dept. 1

Badis Action Filed: September 14, 2022
Badis FAC Filed: December 19, 2022
Badis SAC Filed: December 15, 2023
Badis TAC Filed: December 18, 2024

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16 *Attorneys for Plaintiff Adam Badis*

1 Plaintiffs ADAM BADIS, ANGELICA REYES, and MONICA MELISSA GUTIERREZ
2 (“Plaintiffs”), individually, and on behalf of similarly situated persons, and Defendant Copan
3 Diagnostics, Inc. (“Defendants” or “Copan”)(or together with the Plaintiffs, the “Parties”) reached
4 a class action settlement, upon the terms and conditions set forth in the Parties’ (1) Joint
5 Stipulation re: Class Action Settlement filed concurrently with Plaintiffs’ Notice of Motion and
6 Motion for Preliminary Approval of Class Action Settlement (“Motion”) on November 4, 2024 as
7 **Exhibit 1** to the Declaration of Tae Kim; (2) the Amendment to the Joint Stipulation of Class
8 Action Settlement and Release filed on November 25, 2024 and attached as **Exhibit 1** to the
9 Supplemental Declaration of Tae Kim; and (3) Second Amendment to Joint Stipulation of Class
10 Action Settlement and Release filed on January 8, 2025 and attached as **Exhibit 1** to the
11 Supplemental Declaration of Tae Kim (“Settlement Agreement”).

12
13 On January 16, 2025 the Court issued its Order Granting Preliminary Approval of Class
14 Settlement (“Preliminary Approval Order”).

15
16 Due and adequate notice having been given to the Class Members, as defined below, and
17 the Court having considered Plaintiff’s Notice of Motion and Motion for Final Approval of Class
18 Action Settlement and the exhibits thereto, all papers filed and proceedings had herein and any
19 written objections/disputes received regarding the proposed Settlement, and having reviewed the
20 record in the Action, and good cause appearing,

21
22 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

23 **RECITALS**

24 1. On May 14, 2025, Plaintiffs filed a Motion for Final Approval of Class Settlement,
25 Class Representative Enhancement Award, Settlement Administrator’s Costs and Class Counsel’s
26 Fees and Costs.

27
28 2. On June 6, 2025, the Court held a Final Approval/Fairness Hearing.

1 **FINDINGS**

2 3. **Fair, Adequate and Reasonable:** The Court finds that the Settlement is, in all
3 respects, fair, adequate, and reasonable. In making this finding, the Court considers the nature of
4 the claims and the risks inherent in such claims, the good result obtained, Defendant's potential
5 liability, and the fact that this settlement represents a compromise of the Parties' respective
6 positions rather than the result of a finding of liability at trial. The Court further finds that the
7 terms of the Settlement have no obvious deficiencies and do not improperly grant preferential
8 treatment to Plaintiff. Therefore, the Court finds that the Settlement was entered into in good
9 faith.

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

21 **ORDER**

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

24
25 6. **Class Definition:** The Court hereby certifies, for settlement purposes only, the
26 following class.

1 The settlement class is defined as: “All current and former hourly-paid or
2 non-exempt employees who worked for any of the Defendants within the
3 State of California at any time during the period from September 14, 2018
4 to January 15, 2025 and who reside in California.”

5 **Subclass A:** All class members who were required by Defendants to stay on
6 Defendants’ premises for rest breaks.

7
8 **Subclass B:** All class members who were scheduled to work under an alternative
9 workweek schedule.

10
11 **Subclass C:** All Class Members who are or were employed by Defendant at any time
12 after October 24, 2022.

13 “Class Period” is from September 14, 2018 through January 15, 2025.”

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

16
17 The Settlement Class partially excludes and partially includes certain class members who
18 have worked as Field Service Engineers during the Class Period as follows:

19 Field Service Engineers (FSE) Settlement [Gillette v. Copan Diagnostics, Inc.,
20 Case No. CVRI-2105284 (the “FSE Action”): The FSE Action is a prior class
21 action settlement brought by Defendants’ Field Service Engineer (FSE)
22 employees who physically performed work for Defendant in the State of
23 California from November 19, 2017 through April 25, 2023. On April 25, 2023,
24 the Court issued its Order Granting Preliminary Approval of the FSE Class
25 Settlement (Field Service Engineers Settlement). The Field Service Engineers
26 Settlement settles and releases all claims of FSEs who worked in California
27 during the period of November 19, 2017 through April 25, 2023.
28

1 The Field Service Engineers Settlement partially overlaps the settlement in the this Action.
2 The overlap in this Action is the period from September 14, 2018, until April 25, 2023.

3
4 **FSE Class Period Exclusion:** FSEs who were included in the Field Service Engineer
5 Settlement, will be excluded from the settlement and not be included as members of the class for
6 the period in this Action that was released in the Field Service Engineer Settlement, which for the
7 avoidance of doubt, the Exclusion Period is the period of September 14, 2018, until April 25, 2023.

8
9 **FSE Class Period Inclusion:** Field Service Engineer employees who were included in the
10 Field Service Engineer Settlement, will be included in this settlement and will be included as Class
11 Members for the period that was not released in the Field Service Engineer Settlement, which for
12 the avoidance of doubt, is the Inclusion Period of April 26, 2023, to the date of the Preliminary
13 Approval Order in this Action.

14 FSE Class Period For FSEs NOT Included in the Field Service Engineer Settlement: Field
15 Service Engineers who were not included in the Field Service Engineer Settlement will be included
16 in the settlement class as defined above.

17
18 7. **Class Representative:** The Court hereby appoints Adam Badis, Angelica Reyes,
19 And Monica Melissa Gutierrez as Class Representatives, for settlement purposes only.

20
21 8. **Class Counsel:** The Court hereby appoints Tae Kim, Collins Kim and Edwin
22 Aiwasian, Lawyers for Justice (“Badis Class Counsel”), Gregory Mauro, Esq and James Hawkins
23 APLC (“Gutierrez Class and PAGA Counsel” collectively hereinafter “Class Counsel”) as Class
24 Counsel, for settlement purposes only.

25
26 9. **Implementation:** The Court hereby orders the Parties to implement the terms of
27 the Settlement Agreement, and directs Defendant to disburse the funds pursuant to the terms of the
28

1 Settlement and consistent with this Order and Judgment.

2
3 10. **Release:** All Class Members who did not “Opt-Out” of the Settlement shall be
4 bound by the releases provided in the Settlement Agreement and Notice of Class Settlement.

5
6 11. **Class Representatives Enhancement Awards:** The Court hereby approves Class
7 Representative Enhancement Awards in the amounts of to the Class Representatives to be paid out
8 of the Settlement Amount: **Badis (i.e., \$7,500.00), Reyes (i.e., \$7,500.00) and Gutierrez (i.e**
9 **\$10,000.00).**

10
11 12. **Class Counsel Fees and Costs:** The Court hereby approves an award of
12 reasonable attorneys’ fees to Class Counsel in the amount of **[\$407,550.00], allocated**
13 **[\$200,557.50] to Collins Kim, [\$107,992.50] to Lawyers for Justice, PC, and [\$100,000.00] to**
14 **James Hawkins APLC** to cover all attorneys’ fees; and Class Counsel’s reimbursements of costs
15 and expenses they incurred in the amount of **Fifty-Five Thousand Dollars (\$55,000.00),**
16 **allocated [\$34,674.46] to Collins Kim, [\$5,325.54] to Lawyers for Justice, PC, and**
17 **[\$15,000.00] to James Hawkins APLC,** to be paid out of the Gross Settlement Amount.

18
19 13. **Settlement Administrator Costs:** The Court hereby approves an award of
20 **[\$14,000.00]** for Settlement Administration costs to be paid out of the Gross Settlement Amount.

21
22 14. **PAGA Payments:** The Court hereby approves payment for civil penalties under
23 the Private Attorneys General Act of 2004 (“PAGA”) in the amount of **[\$30,000.00]** (“PAGA
24 Penalty Amount”) (75% of that amount **[\$22,500.00]** is to paid to the California Labor and
25 Workforce Development Agency [“LWDA Payment”] and 25% to that amount **[\$7,500.00]** is to
26 be paid to the PAGA Group (“PAGA Group Amount”).

27
28 15. The Court notes that Defendant does not oppose these amounts, and finds these

1 amounts are fair and reasonable under the circumstances and under both the common fund
2 approach and lodestar approach.

3
4 16. Any envelope transmitting a settlement distribution to a Class Member shall bear
5 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

6
7 17. Any settlement check shall be negotiable for at least 120 days but not more than
8 180 days from the date of mailing.

9
10 18. The Settlement Administrator shall mail a postcard reminder to any Class Member
11 whose settlement distribution check has not been negotiated within 60 days after the date of
12 mailing.

13
14 19. If (i) any of the Class Members are current employees of the Defendant, (ii) the
15 distribution mailed to those employees is returned to the Settlement Administrator as being
16 undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address,
17 the Settlement Administrator shall arrange with the Defendant to have those distributions
18 delivered to the employees at their place of employment.

19
20 20. A Compliance Hearing will be held on March 9, 2026.

21
22 21. A Compliance Status report shall be filed and served by February 27, 2026.

23 **JUDGMENT**

24 22. This Judgment is intended to be a final disposition of this action in its entirety, and
25 is intended to be immediately appealable. Pursuant to Rule 3.769(h) of the California Rules of
26 Court, the Court retains jurisdiction over the Parties to enforce the terms of the Settlement and this
27 Judgment.

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IT IS SO ORDERED and JUDGMENT IS HEREBY ENTERED

DATED: _____

By: _____
Honorable Harold Hopp
Judge of the Superior Court