

Barbara DuVan-Clarke, SBN 259268
BDC@blackstonepc.com
Danielle Ling GruppChang, SBN 313881
dgruppchang@blackstonepc.com
P.J. Van Ert, SBN 234858
pjvanert@blackstonepc.com
Annabel Blanchard, SBN 258135
abanchard@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Bryan Zuniga

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

BRYAN ZUNIGA, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

INOVA DIAGNOSTICS, INC., a California
corporation; WERFEN USA LLC, a
Massachusetts limited liability company; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 37-2023-00055201-CU-OE-CTL
(Consolidated With Case No.: 37-2024-
00007407-CU-OE-CTL)

Honorable Katherine Bacal
Department C-63

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: February 27, 2026
Time: 1:30 p.m.
Dept.: C-63

Complaint Filed: December 21, 2023
Trial Date: Not Set

1 Plaintiff Bryan Zuniga’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on February 27, 2026 at 1:30 p.m. before the Honorable Katherine Bacal in
4 Department C-63 of the above-captioned Court located at 330 West Broadway, San Diego, California
5 92101.

6 Having received and considered the Class and PAGA Settlement Agreement and Release
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Annabel
10 Blanchard), the Class Representative (Bryan Zuniga), and the Settlement Administrator (Madely Nava
11 on behalf of Apex Class Action), and the evidence and argument received by the Court in conjunction
12 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents
13 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
14 FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendants Inova Diagnostics, Inc. and Werfen USA LLC (“Defendants”) (together,
17 with Plaintiff, the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former hourly-paid and/or non-exempt employees of Inova in the
20 State of California at any time during the Settlement Period.” The “Settlement Period” is defined as
21 the period from December 21, 2019 through April 15, 2025.

22 3. The Court appoints Plaintiff Bryan Zuniga as the Class Representative for settlement
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle Ling
25 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for
26 settlement purposes only.

27 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
28 with the requirements of California Code of Civil Procedure section 382, California Civil Code section

1 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
2 any other applicable law, and constitutes the best notice practicable under the circumstances, by
3 providing individual notice to all Class Members who could be identified through reasonable effort,
4 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
5 other Class Members. The Class Notice fully satisfied the requirements of due process.

6 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
7 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
8 requirements for final approval of this class action settlement under California law, including the
9 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
10 3.769.

11 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
12 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
13 by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
14 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
15 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
16 by or against Defendants or any of the other Released Parties.

17 8. The Court finds that no Class Members have validly and timely opted out of the Class
18 Settlement and no Settlement Class Members have objected to the Class Settlement.

19 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
20 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
21 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

22 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
23 to Class Counsel in the sum of \$1,138,884.76 and reimbursement of actual litigation costs and
24 expenses to Class Counsel in the sum of \$22,524.67. The attorneys' fees and reimbursement of
25 litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee
26 award is determined based on a reasonable percentage of the common fund obtained for the Class.
27 Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual
28 benefit obtained for the Class.

1 11. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$9,000.00 to Apex Class Action for performance of settlement administration services.

3 12. The Court approves and orders payment in the amount of \$75,000.00 to the California
4 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
5 PAGA penalties.

6 13. It is hereby ordered that within fourteen (14) calendar days after the Effective Date,
7 Defendants will deposit the Gross Settlement Amount into an account established by the Settlement
8 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

9 14. It is hereby ordered that within five (5) calendar days after Defendants fund the Gross
10 Settlement Amount, the Settlement Administrator will distribute the Class Settlement Awards to
11 Settlement Class Members, PAGA Settlement Awards to PAGA Employees, the Fee and Expense
12 Award to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, the
13 Withholdings and Taxes arising from the Class Settlement Awards to the appropriate government
14 entities, and Settlement Administration Costs to itself.

15 15. Each Class Settlement Award and PAGA Settlement Award check will be valid and
16 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
17 thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the
18 Settlement Administrator to the Legal Aid Society of San Diego as the cy pres beneficiary.

19 16. Upon the Effective Date , Plaintiff and all Settlement Class Members will be deemed
20 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
21 Released Parties of all claims, debts, liabilities, demands, obligations, damages, and actions or causes
22 of action of any kind, including wage and hour claims related to allegations of failure to pay overtime
23 wages, failure to pay minimum wages, failure to provide meal and rest periods, failure to pay meal
24 and rest period premiums, failure to timely pay wages, failure to pay all wages at time of discharge,
25 failure to provide accurate wage statements, failure to keep complete and accurate payroll records, and
26 failure to reimburse necessary business-related expenses, arising during the Settlement Period and that
27 were alleged in the Putative Class Complaint, the PAGA Complaint, or the PAGA Notice or could
28 have reasonably been alleged against any of the Released Parties based on the facts alleged in any of

1 the Complaints or the PAGA Notice. Specifically, for the Settlement Class Members, released claims
2 include, without limitation, claims under Labor Code sections 201-204, 210, 226(a), 226.7, 510,
3 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 *et seq.*; Business and
4 Professions Code section 17200 *et seq.*; and Code of Civil Procedure section 1021.5 (collectively,
5 “Released Claims”).

6 17. Upon the Effective Date, Plaintiff, the State of California with respect to all PAGA
7 Group Members, and all PAGA Group Members will be deemed to have fully, finally, and forever
8 released, settled, compromised, relinquished, and discharged the Released Parties of all claims that
9 were or could have been asserted pursuant to PAGA arising out of or related to the Released Claims
10 arising during the PAGA Period. Specifically, for the PAGA Group, released PAGA claims include
11 those based on, without limitation, alleged violations of Labor Code sections 201-204, 210, 226(a),
12 226.7, 510, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 *et seq.* (collectively, “Released
13 PAGA Claims”).

14 18. In addition to his release of the Released Parties from the Released Claims and
15 Released PAGA Claims, Plaintiff has entered into a separate confidential settlement agreement
16 regarding his general release and waiver of claims against the Released Parties, including a release of
17 Civil Code section 1542.

18 19. “Released Parties” means Defendants; each of their respective present, former, or
19 future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors,
20 successors, and assigns; each of its respective present, past, or future officers, directors, employees,
21 partners (both general and limited), shareholders, agents, attorneys, insurers, and any other successors,
22 assigns, or legal representatives; and any other individual or entity which could be liable for any of
23 the Released Claims or Released PAGA Claims.

24 20. This Court shall retain jurisdiction with respect to all matters related to the
25 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
26 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
27 Settlement and the determination of all controversies relating thereto.
28

1 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
2 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
3 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

4 22. A Non-Appearence Case Review re: Final Report is set for
5 _____ at _____ in Department C-63 of this Court located at 330
6 West Broadway, San Diego, California 92101. The Settlement Administrator shall file a Final Report
7 by _____.

8 **IT IS SO ORDERED.**

9 Dated: _____

Honorable Katherine Bacal