

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Annabel Blanchard FIRM NAME: Blackstone Law, APC STREET ADDRESS: 8383 Wilshire Blvd, Suite 745 CITY: Beverly Hills TELEPHONE NO.: (310) 622-4278 EMAIL ADDRESS: ablanchard@blackstonepc.com ATTORNEY FOR (name): Plaintiff Bryan Zuniga SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, California 92101 BRANCH NAME: Central - Hall of Justice		STATE BAR NUMBER: 258135 STATE: CA ZIP CODE: 90211 FAX NO.: (855) 786-6356	4/21/2026 12:22:06 PM FOR COURT USE ONLY Clerk of the Superior Court By T. Automation , Deputy Clerk
PLAINTIFF/PETITIONER: Bryan Zuniga DEFENDANT/RESPONDENT: Inova Diagnostics, Inc.			
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)		CASE NUMBER: 37-2023-00055201-CU-OE-CTL	

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): April 16, 2026
2. A copy of the judgment, decree, or order is attached to this notice.

Date: April 21, 2026

Annabel Blanchard

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

Annabel Blanchard

(SIGNATURE)

FILED
San Diego Superior Court
Central Division

APR 16 2026

Clerk of the Superior Court
By: A. Yim, Deputy

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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] REVISED FINAL
APPROVAL ORDER AND JUDGMENT**

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 on regularly for hearing before the Honorable Katherine Bacal in Department C-63 of the above-
4 captioned Court located at 330 West Broadway, San Diego, California 92101.

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

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

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

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

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

26 5. The Notice of Class Action Settlement ("Class Notice") provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

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

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

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

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

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

21 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
22 to Class Counsel in the sum of \$1,029,833.³³ (constituting 1/3 of the non-escalated Gross Settlement
23 Amount of \$3,089,500.⁰⁰) and reimbursement of actual litigation costs and expenses to Class Counsel
24 in the sum of \$22,524.⁶⁷. The attorneys' fees and reimbursement of litigation costs and expenses to
25 Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a
26 reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage
27 basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.
28

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 five (5) calendar days after the Effective Date,
7 Defendants will provide the Settlement Administrator the full Social Security numbers of each Class
8 Member (the "SSN Information"). The Settlement Administrator shall use the SSN Information solely
9 to administer the Plan of Allocation process described in the Settlement. The SSN Information shall
10 remain confidential and shall not be disclosed to anyone except pursuant to the express written
11 authorization of Defendants or the individual in question, by order of the Court, or to the extent
12 necessary to fulfill the Settlement Administrator's reporting obligations under the Settlement. No later
13 than five (5) calendar days after completion of the Settlement administration, the Settlement
14 Administrator shall destroy the SSN Information.

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

18 15. It is hereby ordered that within five (5) calendar days after Defendants fund the Gross
19 Settlement Amount, the Settlement Administrator will distribute the Class Settlement Awards to
20 Settlement Class Members, PAGA Settlement Awards to PAGA Employees, the Fee and Expense
21 Award to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, the
22 Withholdings and Taxes arising from the Class Settlement Awards to the appropriate government
23 entities, and Settlement Administration Costs to itself.

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

28 17. Upon the Effective Date, Plaintiff and all Settlement Class Members will be deemed to

1 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
2 Released Parties of all claims, debts, liabilities, demands, obligations, damages, and actions or causes
3 of action of any kind, including wage and hour claims related to allegations of failure to pay overtime
4 wages, failure to pay minimum wages, failure to provide meal and rest periods, failure to pay meal
5 and rest period premiums, failure to timely pay wages, failure to pay all wages at time of discharge,
6 failure to provide accurate wage statements, failure to keep complete and accurate payroll records, and
7 failure to reimburse necessary business-related expenses, arising during the Settlement Period and that
8 were alleged in the Putative Class Complaint, the PAGA Complaint, or the PAGA Notice or could
9 have reasonably been alleged against any of the Released Parties based on the facts alleged in any of
10 the Complaints or the PAGA Notice. Specifically, for the Settlement Class Members, released claims
11 include, without limitation, claims under Labor Code sections 201-204, 210, 226(a), 226.7, 510,
12 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 et seq.; Business and
13 Professions Code section 17200 et seq.; and Code of Civil Procedure section 1021.5 (collectively,
14 "Released Claims").

15 18. Upon the Effective Date, Plaintiff, the State of California with respect to all PAGA
16 Group Members, and all PAGA Group Members will be deemed to have fully, finally, and forever
17 released, settled, compromised, relinquished, and discharged the Released Parties of all claims that
18 were or could have been asserted pursuant to PAGA arising out of or related to the Released Claims
19 arising during the PAGA Period. Specifically, for the PAGA Group, released PAGA claims include
20 those based on, without limitation, alleged violations of Labor Code sections 201-204, 210, 226(a),
21 226.7, 510, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 *et seq.* (collectively, "Released
22 PAGA Claims").

23 19. In addition to his release of the Released Parties from the Released Claims and
24 Released PAGA Claims, Plaintiff has entered into a separate confidential settlement agreement
25 regarding his general release and waiver of claims against the Released Parties, including a release of
26 Civil Code section 1542.

27 20. "Released Parties" means Defendants; each of their respective present, former, or
28 future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors,

1 successors, and assigns; each of its respective present, past, or future officers, directors, employees,
2 partners (both general and limited), shareholders, agents, attorneys, insurers, and any other successors,
3 assigns, or legal representatives; and any other individual or entity which could be liable for any of
4 the Released Claims or Released PAGA Claims.

5 21. This Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
7 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
8 Settlement and the determination of all controversies relating thereto.

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

12 23. A ~~Non-Appeal Case Review re: Final Report~~ is set for
13 _____ at _____ in Department C-63 of this Court located at 330
14 West Broadway, San Diego, California 92101. The Settlement Administrator shall file a Final Report

15 by when complete

16 **IT IS SO ORDERED.**

17 Dated: 4/26/24

18 
19 _____
20 Honorable Katherine Bacal
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Bany Funez, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On April 21, 2026, I served a copy of the following document(s):

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

Eric Akira Tate
William N. Lawther
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, CA 94105-2482
Telephone: 415.268.7000
Facsimile: 415.268.7522
Emails: ETate@mofo.com;
WLawther@mofo.com
Attorneysfor Defendants INOVA DIAGNOSTICS, INC.
And WERFEN USA LLC.

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address bfunez@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:**
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 21, 2026 at Beverly Hills, California.

/s/ Bany Funez

Bany Funez