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*(Additional Counsel is Listed on Next Page)*

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

LERE GARRETT, an individual, on behalf of  
themselves, and on behalf of all persons similarly  
situated,

Plaintiff,

v.

CORE ANALYTICS RADIOLOGY, INC., a  
California corporation; and DOES 1-50,  
Inclusive,

Defendants.

Case No. 24CV103976

**DECLARATION OF SHANI O. ZAKAY,  
ESQ. IN SUPPORT OF PLAINTIFF'S  
MOTION FOR FINAL APPROVAL OF  
CLASS AND PAGA ACTION  
SETTLEMENT, AND APPROVAL OF  
CLASS COUNSEL FEES AND EXPENSES  
PAYMENT**

Date: July 29, 2026  
Time: 01:30 p.m.  
Reservation ID: 143545977881

Judge: Hon. Patrick McKinney  
Dept.: 18

1 I, Shani O. Zakay, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would  
3 competently testify to the following facts from my own personal knowledge.

4 2. I am an attorney-at-law and the owner of the law firm of Zakay Law Group, APLC  
5 (hereinafter "Class Counsel"). I am co-counsel of record for Plaintiff LERE GARRETT  
6 ("Plaintiff" or "Class Representative"), on behalf of herself, and on behalf of all persons similarly  
7 situated, in this wage and hour class and PAGA action filed against Defendant CORE  
8 ANALYTICS RADIOLOGY, INC. ("Defendant").

9 3. This declaration is being submitted in support of Plaintiff's Motion for Final  
10 Approval of Class Action and PAGA Settlement, including approval of Class Counsel Fees  
11 Payment, Class Litigation Expenses Payment, and Service Award.

12 4. Attached hereto as **Exhibit "A"** is a true and correct copy of the fully executed Class  
13 Action and PAGA Settlement Agreement and Class Notice and Amendment No. 1 to Class Action  
14 and PAGA Settlement Agreement (the "Agreement").

15 5. Attached hereto as **Exhibit "B"** is a true and correct copy of the March 30, 2026  
16 Preliminary Approval Order.

17 6. Attached hereto as **Exhibit "C"** is a true and correct copy of proof of the December  
18 22, 2025, filing of the proposed Settlement with the LWDA.

19 7. Attached hereto as **Exhibit "D"** is a true and correct copy of the proof of filing this  
20 motion seeking final approval of this Settlement with the LWDA.

21 8. Attached hereto as **Exhibit "E"** is a true and correct copy of the Zakay Law Group,  
22 APLC's "Firm Resume" detailing the credentials and a summary of cases on which Counsel has  
23 been appointed Class Counsel.

24 9. Attached hereto as **Exhibit "F"** is a true and correct copy of the Zakay Law Group,  
25 APLC's Cost Summary detailing the Zakay Law Group, APLC's actually incurred litigation  
26 expenses for this matter as of June 30, 2026. As shown in detail in the attached Cost Summary, the  
27 Zakay Law Group, APLC, incurred a total of \$13,610.15 in litigation costs prosecuting this action.  
28 These costs are exclusive of the costs incurred by co-counsel JCL Law Firm, APC.

1           10. Attached hereto as **Exhibit “G”** is a true and correct copy of the time and billing  
2 journal detailing Zakay Law Group, APLC’s total hours and fees for this matter as of June 30,  
3 2026. Each entry was made in the ordinary course of the Zakay Law Group, APLC’s usual course  
4 of business. The attached shows that the Zakay Law Group, APLC billed a total of 81.6 hours for  
5 a total of \$55,755.00 successfully litigating this action.

6       **I. CLASS COUNSEL FEES AND COSTS**

7           11. As of June 30, 2026, Zakay Law Group, APLC incurred a total lodestar of \$55,755.00  
8 for 81.6 hours worked by attorneys successfully litigating this matter. I have reviewed my firm’s  
9 lodestar in this matter and believe the charges are reasonable and were reasonably necessary to  
10 the conduct of the case. Detailed time and billing journals for the Zakay Law Group, APLC are  
11 attached hereto as **Exhibit “G”**.

12           12. The attorneys and staff at co-counsel JCL Law Firm, APC worked a total of 52.3  
13 hours successfully prosecuting this action for a lodestar of \$39,955.00. A true and correct copy of  
14 the JCL Law Firm, APC time and billing entries is attached to the Declaration of Jean-Claude  
15 Lapuyade, Esq. filed concurrently herewith.

16           13. Collectively, Class Counsel spent a total of 133.9 hours successfully litigating this  
17 matter for a total combined lodestar of \$95,710.00 and is summarized by firm below:

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| <b><u>FIRM</u></b>    | <b><u>Hours</u></b> | <b><u>Total</u></b> |
|-----------------------|---------------------|---------------------|
| Zakay Law Group, APLC | 81.6                | \$55,755.00         |
| JCL Law Firm, APC     | 52.3                | \$39,955.00         |
| Total                 | 133.9               | \$95,710.00         |

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22           14. Further, Class Counsel will be performing additional work, including finalizing the  
23 motion for final approval, attending the hearing on final approval, finalizing the orders and  
24 judgment, and monitoring completion of the settlement process over the course of several years.

25           15. The attorneys and staff at the Zakay Law Group, APLC, have been providing  
26 extensive class action services throughout state and federal courts in California for several years.

27           16. The rates charged by my firm are in line with the prevailing rates of attorneys in the  
28 local legal community for similar work and, if this were a commercial matter, these are the charges

1 that would be made and presented to the client. These hourly rates have been approved by Courts  
2 throughout California, including the Courts in the Superior Court of California. Finally, the  
3 reasonableness of Counsel's hourly rates is further confirmed by comparing such rates with the  
4 rates of comparable counsel practicing complex and class litigation as detailed in the National  
5 Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG, LLC*, 2014  
6 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate  
7 for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when  
8 compared with 21 other firms practicing in the Southern District of California). This survey is  
9 useful to show that Counsel's rates are in line with the comparable rates of the defense counsel  
10 that opposes these types of class claims, such as Mayer Brown. In another example, Sheppard  
11 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Counsel,  
12 charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings,  
13 another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and  
14 \$755 and \$335 for associates. Thus, the rates charged by Counsel for comparable work are less  
15 than or near than these examples and are therefore undoubtedly reasonable.

16 17. The requested Class Counsel Fees Payment is fair compensation and, respectfully,  
17 should be approved. Class Counsel undertook complex, risky, and time-consuming wage and hour  
18 litigation on a contingent basis. The attorneys' fee portion of the request is within the historically  
19 recognized range of attorneys' fees awarded in common fund class action settlements – between  
20 25% and 50% – and is supported by Class Counsel's lodestar cross-check with a negative multiplier  
21 of .78. The reasonableness of the requested Class Counsel Fees Payment and Class Counsel  
22 Litigation Expenses Payment is confirmed by reference to the lodestar with a negative multiplier  
23 with significant additional work still to be performed.

24 18. As part of the Agreement, the parties agreed that Counsel may seek reimbursement  
25 of expenses incurred as documented in Counsel's billing records as part of the award for Attorneys'  
26 Fees and Attorneys' Expenses. Attached hereto as **Exhibit "F"** is a true and correct copy of the  
27 Zakay Law Group, APLC's Cost Summary detailing the actually incurred litigation expenses by  
28 the Zakay Law Group, APLC, for this matter as of June 30, 2026. As shown in detail in the Cost

Summary attached as **Exhibit “F”**, the Zakay Law Group, APLC incurred a total of \$13,610.15 in litigation costs prosecuting this action. These costs were reasonably incurred by Counsel in the prosecution of this matter and are set forth in detail in the contemporaneous billing records attached hereto.

## **II. THE SETTLEMENT IS FAIR, REASONABLE, AND VALUABLE**

19. An objective evaluation of the proposed settlement of \$225,000.00 (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations between experienced counsel, guided by the wisdom and experience of mediator Lisa Klerman, Esq., an experienced mediator of class and PAGA actions.

20. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness.

## **III. OVERVIEW OF THE LITIGATION**

21. Generally, Plaintiff claims that Defendant failed to provide compliant meal and rest periods; failed to pay for all hours worked; failed to furnish accurate itemized wage statements; and failed to pay all wages upon separation.

22. Following the Parties’ agreement to mediate the action, Defendant agreed to informally produce documents and data points subject to the mediation privilege and pertinent written wage and hour policies.

23. On August 6, 2025, the Parties participated in a full day mediation with mediator Lisa Klerman, Esq. The Parties accepted the mediator’s proposal shortly after mediation concluded, resulting in a global settlement of Plaintiff’s class and PAGA claims, which was subsequently memorialized in the form of a Memorandum of Understanding. After reaching an agreement in principle, the parties negotiated a long-form settlement agreement, which is the subject of the instant motion.

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1        **IV.     THE SETTLEMENT BEFORE THE COURT**

2            24.     As detailed in the motion for preliminary approval, Class Counsel thoroughly  
3 investigated the proposed Class Members' claims, applicable law, and potential defenses.  
4 Specifically, Class Counsel assessed the value of the class claims using data and documents  
5 provided by Defendant in informal discovery. Class Counsel obtained the time and payroll data for  
6 111 Class Members, along with pertinent written wage and hour policies. Class Counsel's  
7 investigation, research, experience, and damage models informed and guided the mediated  
8 negotiations that resulted in this settlement.

9            25.     The Settlement is the product of a mediation session with a respected mediator and  
10 negotiations over the terms of the Settlement. The negotiations were adversarial, conducted at  
11 arm's length and tempered by the efforts of both sides to serve the interests of their clients.

12           26.     Plaintiff is represented by competent and experienced counsel to pursue her claims.  
13 My firm has extensive class action experience in multiple fields and has represented tens-of-  
14 thousands of people in class actions. My firm has previously litigated similar wage and hour class  
15 actions involving similar claims. My firm has been approved as class counsel in similar wage and  
16 hour class actions throughout the State of California. As such, courts throughout California have  
17 deemed my firm experienced and knowledgeable in this area of law. My firm has concluded the  
18 settlement is fair, adequate, and reasonable and in the best interests of the Class.

19           27.     My credentials are reflected in the Zakay Law Group, APLC firm resume, a true and  
20 correct copy of which is attached hereto as **Exhibit E**. Some of the major cases my firm has  
21 undertaken are also set forth in **Exhibit E**. I have had class litigation experience, mostly in the area  
22 of employment class actions, unfair business practices, and other complex litigation. I have  
23 experience in cases involving labor code violations and wage and hour claims. I have litigated  
24 similar wage and hour cases against other employers on behalf of employees. I have been approved  
25 as experienced class counsel in courts throughout California. It is this level of experience which  
26 enabled my firm to undertake the instant matter and to successfully combat the resources of the  
27 Defendant and its capable and experienced counsel.

28           28.     Although Plaintiff and Class Counsel believe that their case has merit, they recognize

1 the potential risks both sides would face if litigation of this action continued.

2 29. Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless  
3 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat  
4 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation  
5 can drastically affect the value of Plaintiff's claims and, in fact, already has.

6 I declare under the penalty of perjury under the laws of the State of California that the  
7 foregoing is true and correct. Executed this 1st day of July, 2026, at San Diego, California.

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9 **ZAKAY LAW GROUP, APLC**

10 By:   
11 Shani O. Zakay, Esq.  
12 Attorneys for PLAINTIFF  
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# **EXHIBIT A**

# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Lere Garrett (“Plaintiff”) and defendant Core Analytics Radiology, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS.

- 1.1. “Actions” means the Plaintiff’s class action lawsuit alleging wage and hour violations against Defendant captioned *Garrett v. Core Analytics Radiology, Inc.* (“Class Action”), Alameda Superior Court Case Number 24CV103976, including the Complaint and any subsequent operative or amended complaint filed in the action, and Plaintiff’s representative action lawsuit alleging violations of the Private Attorneys General Act against Defendant captioned *Garrett v. Core Analytics Radiology, Inc., et al.* (“PAGA Action”), Alameda Superior Court Case Number 25CV113030, (hereinafter, collectively, “Actions”).
- 1.2. “Administrator” means Apex Class Action LLC, located at 18 Technology Drive, Suite 154, Irvine, CA 92618, Tel: (800) 355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons who are or previously were employed by Defendant Core Analytics Radiology, Inc. in California and classified as non-exempt employees at any time during the PAGA Period.
- 1.5. “Class” means all persons who are or previously were employed by Defendant Core Analytics Radiology in California and classified as non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” means Jean-Claude Lapuyade of JCL Law Firm, APC, and Shani O. Zakay of Zakay Law Group, APLC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

Payment for attorneys' fees will be divided between Class Counsel in the following percentages: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC, subject to court approval.

- 1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks.
- 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period from December 19, 2020, to August 6, 2025.
- 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as Class Representative.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Alameda.
- 1.16. "Defendant" means named Defendant Core Analytics Radiology, Inc..
- 1.17. "Defense Counsel" means Luiza Manuelian, Esq., Alfred Landegger, Esq., and Evelyn Zarraga, Esq. of Landegger Verano & Davis, ALC.
- 1.18. "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Two Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. Any Class Member who submits a timely and valid request for exclusion pursuant to the procedures set forth herein, is not eligible to receive an Individual Class Payment.
- 1.24. “Individual PAGA Payments” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from December 19, 2023, to August 6, 2025.

- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).
- 1.33. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34. “PAGA Penalties” means Twelve Thousand Five-Hundred Dollars and Zero Cents (\$12,500.00), which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$4,375.00) and the 65% to LWDA (\$8,125.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Lere Garrett, the named Plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 6.1 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.41. “Released Parties” means Defendant Core Analytics Radiology, Inc. and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail his, her, or their Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

## 2. RECITALS.

- 2.1. On December 19, 2024, Plaintiff commenced this Action by filing a Complaint alleging the following eight (8) causes of action against Defendant for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200 et seq; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code § 510, et seq; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802. On February 24, 2025, Plaintiff filed a Representative Action Complaint against Defendant Core Analytics Radiology, Inc., *et al.*, alleging a single cause of action for violations of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]. The Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On August 6, 2025, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq. which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, timekeeping records, payroll records, records of all of Defendant's handbooks in use during the class period, and break records for the Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

## 3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Two Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) and no more as the Gross Settlement Amount and to

separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 which is currently estimated to be Seventy-Five Thousand, Dollars and Zero Cents (\$75,000.00) and Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these

Payments. The awarded attorneys' fees shall be allocated in the following percentages:

Fifty percent (50%) to the JCL Law Firm, APC and Fifty percent (50%) to the Zakay Law Group, APLC.

The Litigation Expenses will be allocated among Class Counsel in accord with each counsel's actually incurred litigation expenses as supported by their respective declaration at the time of Final Approval.

- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed Four Thousand Seven Hundred and Forty Dollars and Zero Cents (\$4,740.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than Four Thousand Seven Hundred and Forty Dollars and Zero Cents (\$4,740.00), the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
  - 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
  - 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Twelve Thousand Five-Hundred Dollars and Zero Cents (\$12,500.00) to be paid from the Gross Settlement Amount, with 65% Eight Thousand, One Hundred and Twenty-Five Dollars and Zero Cents (\$8,125.00)) allocated to the LWDA PAGA Payment and 35% Four Thousand Three Hundred and

Seventy-Five Dollars and Zero Cents (\$4,375.00)) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (Twelve Thousand Five-Hundred Dollars and Zero Cents (\$12,500.00)) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, Defendant estimates that there are 160 Class Members who collectively worked a total of 11,640 Workweeks, and 118 Aggrieved Employees who worked a total of 1,901 PAGA Pay Periods.
- 4.2. Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than sixty (60) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within twenty-one (21) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees

Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. FIRST AMENDED COMPLAINT.** Prior to the filing of Plaintiff's Motion for Preliminary

Approval, the Parties shall stipulate for leave for Plaintiff to file a First Amended Complaint to dismiss Defendant Core Analytics Laboratory, Inc. as a named defendant and to add a PAGA claim in the Class Action, and likewise assert all facts, theories, and alleged Labor Code violations that were alleged in the PAGA Action. The First Amended Complaint, once filed, will become the operative complaint in the Class Action (the “Operative Complaint”). Following final approval of the Court of this Settlement Agreement and full payment of the Gross Settlement Amount by the Defendant, Plaintiff shall dismiss the PAGA Action with each side bearing their own cost and fees.

**6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 6.1 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint. Except as set forth in Section 6.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation or claims based on facts occurring outside the Class Period.
- 6.2 Release by the LWDA and the State of California: As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, on behalf of the LWDA and the State of California, release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the LWDA and the State of California are precluded from bringing claims against Defendant, including through Plaintiff and the Aggrieved Employees as Private Attorneys General, for the Released PAGA Claims.

**7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

- 7.1 Defendant’s Representations Regarding Conflicts and Related Actions: Defendant and Defense Counsel are not aware of any potential conflicts of interest with the Administrator. Defendant and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA

Settlement; and (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel declarations shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

## **8. SETTLEMENT ADMINISTRATION.**

8.1 Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering

settlements.

- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities. The Administrator will be responsible for calculating the applicable taxes and withholdings, including the employer payroll taxes owed on the Individual Class Payments, and for paying all taxes and withholdings to the applicable taxing or governmental authorities with the necessary reports, and submitting copies to Defense Counsel. The Administrator shall issue Participating Class Members IRS Form W-2 for the Wage Portions of the Individual Class Payments, IRS Form 1099 for the Non-Wage Portions, and IRS Form 1099 to Aggrieved Employees for Individual PAGA Payments, as described in this Agreement.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4 Notice to Class Members.
- 8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 8.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be

extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- 8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

#### 8.5 Requests for Exclusion (Opt-Outs).

- 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.1 and 6.2 of this Agreement, regardless of whether the

Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.2 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

- 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 8.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of

the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List, the high, low, and average Individual Class Payments, and the high, low, and average Individual PAGA Payments. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 8.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 160 Class Members and 11,640 Total Workweeks during the Class Period and (2) there were 118 Aggrieved Employees who worked 1,901 Pay Periods during the PAGA Period. If the actual number of Workweeks worked during the Class Period exceeds the above number by more than 10%, the settlement amount will be increased by the percentage over 110% of the increased workweeks. For example, if the total Workweeks in the Class Period are 115% of 11,640, the Gross Settlement will increase by 5%. Defendant has the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above 10% as described above; or (2) elect to end the Class Period and PAGA Period on an earlier date at Defendant's discretion in order to limit the covered workweeks to the estimate provided at the time of mediation (i.e. 11,640) in lieu of paying an increase to the Gross Settlement Amount.
10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses Payment incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**11. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that

requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

- 12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

**13. ADDITIONAL PROVISIONS.**

- 13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,

Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all

Parties or their representatives and approved by the Court.

- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-599-8292  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T : 619-255-9047  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)

To Defendant:

**LANDEGGER VERANO & DAVIS, ALC**  
15760 Ventura Blvd., Suite 1200  
Encino, CA 91436  
T : (818) 986-7561

- 13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19 Consolidation of Claims. To facilitate the settlement process, the Parties agree to stipulate to allow Plaintiff leave to file a First Amended Complaint in the Class Action. The Parties will so stipulate prior to the filing of Plaintiff's Motion for Preliminary Approval. The amended complaint will remove Core Analytics Laboratory, Inc., as a named defendant in compliance with the Court's March 3, 2025 dismissal order, and add the PAGA claim asserted in the PAGA Action, as well as all facts, theories, and alleged Labor Code violations that were alleged in the PAGA Action. The First Amended Complaint, once filed, will become the operative complaint in the Class Action (the "Operative Complaint"). Following final approval by the Court of this Settlement Agreement and full payment of the Gross Settlement Amount by the Defendant, Plaintiff shall dismiss the PAGA Action with each side bearing their own cost and fees.
- 13.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 13.21 Plaintiff's Individual Claims. In addition to this Agreement and the claims she

is releasing hereby, Plaintiff is entering into a separate individual settlement agreement (attached hereto as Exhibit B), which shall provide for a separate individual payment, and which shall provide for an additional broad release, including a waiver of Civil Code Section 1542. That release, waiver and discharge of all claims shall include, but will not be limited to, any and all claims arising out of the Actions, as well as additional claims described in the individual settlement agreement, which are separate and different from the claims alleged in the Actions.

**[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**

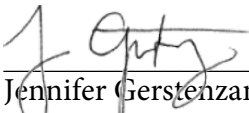
IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 11/2, 2025

  
(eSigned by Plaintiff Lere Garrett on Nov 2, 2025 09:31:53 PST)

Plaintiff Lere Garrett

Dated: 11/04, 2025



Jennifer Gerstenzang

Shani O. Zakay

Zakay Law Group, APLC

Attorney for Plaintiff

Dated: 11/04, 2025



Jean-Claude Lapuyade

JCL Law Firm, APC

Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANTS:

Dated: Nov 06, 2025



For Defendant Core Analytics Radiology, Inc.

Shruty Parti, Ph.D., RPh., President

Dated: Nov 06, 2025



Attorney for Defendant

Luiza Manuelian

Landegger Verano & Davis APC

## **Exhibit A**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND  
HEARING DATE FOR FINAL COURT APPROVAL**

*Garrett v. Core Analytics Radiology, Inc., Alameda Superior Court Case Number 24CV103976*

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Core Analytics Radiology, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Lere Garrett (“Plaintiff”) and seeks payment of (1) unpaid wages and penalties for, among other things, unpaid off the clock work resulting in unpaid overtime and minimum wage violations, meal and rest period violations, noncompliant wage statements, and other relief for a class of all persons who are or previously were employed by Defendant Core Analytics Radiology in California and classified as non-exempt employees at any time from (“Class Members”) who worked for Defendant during the Class Period beginning on December 19, 2020, to August 6, 2025; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons who are or previously were employed by Defendant Core Analytics Radiology, Inc. in California and classified as non-exempt employees at any time from (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ XX (less withholding) and your Individual PAGA Payment is estimated to be \$ XX.** The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked XX workweeks** during the Class Period, and **you worked XX PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.**

#### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                  | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is _____</b> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |

|                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b></p> | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p> |
| <p><b>You Can Participate in the Final Approval Hearing</b></p>                                                                                                | <p>The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>                                                                                                                                                                                                                                                           |
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b></p>                            | <p>The amount of your Individual Class Payment and PAGA Penalties (if any) depends on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>                                                                                                                                               |

## **1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to properly calculate the regular rate of pay for purposes of overtime, meal period premiums, and redeemed sick pay; failing to provide compliant meal and rest periods; failing to pay for all hours worked; failing to pay wages when due; failing to maintain accurate wage statements; and failing to reimburse employees for mandatory business expenses. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action:

The JCL Law Firm, APC, and the Zakay Law Group, APLC. (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired Lisa Klerman, Esq. in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendant Will Pay Two Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s Attorney’s Fees and Litigation Expenses, the Administrator’s

Expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than sixty (60) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive for acting as a representative of the Class. Plaintiff may be entitled to receive an Individual Class Payment and any Individual PAGA Payment which shall be calculated and paid to her in exactly the same method as it will be calculated and paid for all other Class Members.
  - C. Up to Four Thousand Seven Hundred and Forty Dollars and Zero Cents (\$4,740.00) to the Administrator for services administering the Settlement.
  - D. Up to Twelve Thousand Five-Hundred Dollars and Zero Cents (\$12,500.00) for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of Twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and Eighty percent (80%) to interest and penalties (“Non-

Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **MONTH XX, 202X**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **MONTH XX, 202X**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the

Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant have fully funded the Gross Settlement Amount, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA Penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in Section 6.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Release by the LWDA and the State of California. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, on behalf of the LWDA and the State of California, release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the LWDA and the State of California are precluded from bringing claims against Defendant, including through Plaintiff and the Aggrieved Employees as Private Attorneys General, for the Released PAGA Claims.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing Four Thousand Three Hundred and Seventy-Five Dollars and Zero Cents (\$4,375.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees

and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until **MONTH XX, 202X** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

## **5. HOW WILL I GET PAID?**

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Garrett v. Core Analytics Radiology, Inc.*, Alameda Superior Court Case Number *24CV103976*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes

the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by MONTH XX, 202X, or it will be invalid.** Section 9 of this Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least twenty-eight (28) days before the **MONTH XX, 202X** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [www. .com](http://www. .com) or the Court's website [www.alameda.courts.ca.gov](http://www.alameda.courts.ca.gov).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object. **The deadline for sending written objections to the Administrator is MONTH XX, 202X.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Garrett v. Core Analytics Radiology, Inc.*, Alameda Superior Court Case Number 24CV103976 and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on **MONTH XX, 202X** at **XX:XX am/pm** in Department 23 of the Alameda Superior Court, located at 1221 Oak Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via zoom. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the

Administrator's website [www.\\_\\_\\_\\_\\_.com](http://www._____.com) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to [www.alamedacourts.ca.gov](http://www.alamedacourts.ca.gov) and entering the Case Number for the Action, 24CV103976. You can also make an appointment to personally review court documents in the Clerk's Office at the Alameda Superior Court.

### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

#### Class Counsel:

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-599-8292  
[jlapyade@jcl-lawfirm.com](mailto:jlapyade@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T : 619-255-9047  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)

#### Settlement Administrator:

**APEX CLASS ACTION, LLC**  
18 Technology Drive, Ste. 154  
Irvine, CA 92618  
T: 1 (800) 355-0700

## **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to

retrieve the funds.

#### **11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)

[shani@zakaylaw.com](mailto:shani@zakaylaw.com)

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**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)

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5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for PLAINTIFF

*(Additional Counsel on Next Page)*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

LERE GARRETT, an individual, on behalf of  
themselves, and on behalf of all persons similarly  
situated,

Plaintiff,

v.

CORE ANALYTICS RADIOLOGY, INC., a  
California corporation; and DOES 1-50,  
Inclusive,

Defendants.

Case No: 24CV103976

**AMENDMENT NO. 1 TO CLASS ACTION  
AND PAGA SETTLEMENT  
AGREEMENT**

Date: January 28, 2026

Time: 01:30pm

Judge: Hon. Patrick McKinney

Dept.: 18

1 **LANDEGGER VERANO & DAVIS, ALC**

2 Alfred J. Landegger, Esq.

3 [alfred@landeggeresq.com](mailto:alfred@landeggeresq.com)

4 Joseph P. Sklar, Esq.

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6 15760 Ventura Blvd., Suite 1200

7 Encino, CA 91436

8 T: (818) 986-7561

9 Attorneys for DEFENDANT

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1 Plaintiff LERE GARRETT (collectively, “Plaintiff”), and Defendant CORE  
2 ANALYTICS RADIOLOGY, INC. ( “Defendant,” and collectively with Plaintiff, the “Parties”),  
3 pursuant to ¶ 13.9, of the Class Action and PAGA Settlement Agreement (“Original Agreement”)  
4 entered into on or around November 6, 2025, hereby agree to amend the Original Agreement, as  
5 stated herein. The amendments stated herein are incorporated by this reference:

6 **A. Paragraph 1.40 of the Original Agreement is hereby amended to state as follows:**

7 “Released PAGA Claims” shall mean all PAGA claims alleged, or that reasonably could  
8 have been alleged based on the facts alleged in the Operative Complaint and in Plaintiff’s PAGA  
9 notice to the LWDA on December 19, 2024, which occurred during the PAGA Period, and  
10 expressly excluding all other claims, including claims for vested benefits, wrongful termination,  
11 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims  
12 outside the PAGA Period.

13 **B. Paragraph 4.4.3 of the Original Agreement is hereby amended to state as follows:**

14 For any Class Member whose Individual Class Payment check or Individual PAGA  
15 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the  
16 funds represented by such checks to a Court approved nonprofit organization or foundation  
17 consistent with Code of Civil Procedure section 384, subdivision (b) (“Cy Pres Recipient”). The  
18 Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship,  
19 financial or otherwise, with the intended Cy Pres Recipient. The intended Cy Pres Recipient is  
20 Community Law Project.

21 **IT IS SO AGREED.**

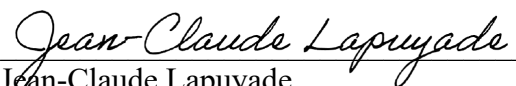
22  
23 Dated: 02/5/26, 2026

  
\_\_\_\_\_  
Lere Garrett (Feb 5, 2026 19:07:37 PST)  
Plaintiff Lere Garrett

24  
25  
26 Dated: February 6, 2026

  
\_\_\_\_\_  
Shani O. Zakay  
Zakay Law Group, APLC  
Attorney for Plaintiffs

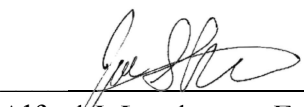
1 Dated: February 9, 2026

  
Jean-Claude Lapuyade  
The JCL Law Firm, APC  
Attorney for Plaintiff

2  
3  
4  
5 Dated: 2/4/2026, 2026

Signed by:  
**Shruty Parti**  
  
For Defendant  
Core Analytics Radiology, Inc.

6  
7  
8  
9 Dated: Februrary 4, 2026

  
Alfred J. Landegger, Esq.  
Joseph P. Sklar, Esq.  
  
Attorney for Defendants

# **EXHIBIT B**

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (State Bar #277924)  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
Eden Zakay (State Bar #339536)  
[eden@zakaylaw.com](mailto:eden@zakaylaw.com)  
Nicole Noursamadi (State Bar #357246)  
[nicole@zakaylaw.com](mailto:nicole@zakaylaw.com)  
Jennifer Gerstenzang (State Bar #279810)  
[jenny@zakaylaw.com](mailto:jenny@zakaylaw.com)  
Jaclyn Joyce (State Bar #285124)  
[jaclyn@zakaylaw.com](mailto:jaclyn@zakaylaw.com)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 255-9047

**JCL LAW FIRM, APC**  
Jean-Claude Lapuyade (State Bar #248676)  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-829

Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

LERE GARRETT, an individual, on behalf of  
themselves, and on behalf of all persons similarly  
situated,

Plaintiff,

v.

CORE ANALYTICS RADIOLOGY, INC., a  
California corporation; and DOES 1-50,  
Inclusive,

Defendants.

Case No. 24CV103976

**~~[PROPOSED]~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: February 18, 2026

Time: 1:30 p.m.

Reservation ID: 081232582528

Judge: Hon. Patrick McKinney

Dept.: 18

**FILED**  
Superior Court of California  
County of Alameda

03/30/2026

Chad Flake, Executive Officer/Clerk of the Court

By: *P. Drummer-Williams* Deputy  
P. Drummer-Williams

1           This matter having come before the Honorable Patrick McKinney of the Superior Court of the  
2 State of California, in and for the County of Alameda, at 1:30 p.m. on February 18, 2026, with Jean-  
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,  
4 APLC counsel for plaintiff LERE GARRETT, (“Plaintiff”), and Alfred Landegger, Esq., and Joseph  
5 P. Sklar, Esq. of Landegger Verano & Davis, ALC appearing for defendant Core Analytics Radiology,  
6 Inc. (“Defendant”). The Court, having carefully considered the brief, argument of counsel and all other  
7 the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for  
8 Preliminary Approval of Class Action and PAGA Settlement.

9           **IT IS HEREBY ORDERED:**

10           1.       The Court preliminarily approves the Class Action and PAGA Settlement Agreement  
11 and Class Notice (“Agreement”), a true and correct copy of which is attached to the Declaration of  
12 Jennifer Gerstenzang as “Exhibit 1”. This is based on the Court’s determination that the Agreement is  
13 within the range of possible final approval, pursuant to the provisions of Section 382 of the California  
14 Code of Civil Procedure and California Rules of Court, Rule 3.769.

15           2.       This Order incorporates by reference the definitions in the Agreement, and all terms  
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17           3.       Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that  
18 Defendant shall pay is Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00). It  
19 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and  
20 reasonable as to all Class Members when balanced against the probable outcome of further litigation  
21 relating to certification, liability, and damages issues. It further appears that investigation and research  
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective  
23 positions. It further appears to the Court that settlement at this time will avoid substantial additional  
24 costs by all Parties, as well as avoid the delay and risks that would be presented by the further  
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of  
26 intensive, serious, and non-collusive arm’s-length negotiations.

27           4.       The Court preliminarily finds that the Settlement appears to be within the range of  
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily  
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and  
3 reasonable when balanced against the probable outcome of further litigation relating to certification,  
4 liability, and damages issues.

5         5.       Plaintiff seeks a Class Counsel Award comprised of a Class Counsel Fees Payment in an  
6 amount not to exceed one-third of the Gross Settlement Amount, currently estimated to be Seventy-  
7 Five Thousand Dollars and Zero Cents (\$75,000.00) and a Class Counsel Litigation Expenses Payment  
8 not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), and proposed Class  
9 Representative Service Payment to the Class Representative, Lere Garrett, in an amount not to exceed  
10 Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be within the range  
11 of reasonableness, the Court will not approve the Class Counsel Award or Class Representative Service  
12 Payment until the Final Approval Hearing.

13         6.       The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of  
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other  
15 proceeding should this Settlement not become final. For settlement purposes only, the Court  
16 conditionally certifies the following Class:

17               “All persons who are or previously were employed by Defendant Core  
18               Analytics Radiology, Inc. in California and classified as non-exempt  
19               employees at any time during the period from December 19, 2020, to  
20               August 6, 2025.”

21         7.       The Court concludes that, for settlement purposes only, the Class meets the requirements  
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is  
23 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common  
24 questions of law and fact predominate, and there is a well-defined community of interest among the  
25 Class Members with respect to the subject matter of the litigation; (c) the claims of the Class  
26 Representative are typical of the claims of the Class Members; (d) the Class Representative will fairly  
27 and adequately protect the interests of the Class Members; (e) a class action is superior to other  
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in her individual capacity and as the representative of the  
2 Class Members.

3 8. The Court provisionally appoints Plaintiff Lere Garrett as the representative of the Class.

4 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,  
5 APC and Shani O. Zakay, Esq., of the Zakay Law Group, APLC as Class Counsel for the Class  
6 Members.

7 10. The Court hereby approves, as to form and content, the proposed Notice of Pendency of  
8 Class Action Settlement and Final Hearing Date (“Class Notice”) attached to the Agreement as “Exhibit  
9 A”. The Court finds that the notice appears to fully and accurately inform the Class Members and  
10 Aggrieved Employees of all material elements of the proposed Settlement, including the right of any  
11 Class Member to be excluded from the Class by submitting a written request for exclusion, and of each  
12 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the  
13 distribution of the notices substantially in the manner and form set forth in the Agreement and this  
14 Order meets the requirements of due process, is the most reasonable notice under the circumstances,  
15 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing  
16 of the notices by first class mail, pursuant to the terms set forth in the Agreement.

17 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. No later  
18 than ten (10) business days after entry of this order, Defendant shall provide to the Settlement  
19 Administrator the Class Data, including information regarding Class Members that Defendant will in  
20 good faith compile from its records, including each Class Member’s name, last known address, Social  
21 Security Number, and number of Class Period Workweeks. No later than fourteen (14) days after  
22 receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data  
23 via first class regular U.S. Mail using the most current mailing address information available. In  
24 addition to the items listed in Paragraph 8.8.1 of the Class Action and PAGA Settlement Agreement,  
25 the Administrator must also include a copy of the PAGA Notice letter on the Administrator’s website.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the  
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the  
28 Settlement as provided in the Notice by following the instructions for requesting exclusion from the

1 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be  
2 postmarked or received by the Response Deadline, which is forty-five (45) calendar days after the date  
3 the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than  
4 fourteen (14) calendar days after the original Response Deadline. Any such person who chooses to opt  
5 out of and be excluded from the Settlement will not be entitled to an Individual Class Payment under  
6 the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment  
7 thereon. Class Members who have not requested exclusion shall be bound by all determinations of the  
8 Court, the Agreement, and the Judgment. A request for exclusion may only opt out that particular  
9 individual, and any attempt to opt-out on behalf of a group, class, or subclass of individuals is not  
10 permitted and will be deemed invalid.

11 13. Any Class Member who has not opted out may appear at the final approval hearing and  
12 may object or express the Class Member's views regarding the Settlement and may present evidence  
13 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined  
14 by the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the  
15 Settlement Administrator mails the Class Notice to postmark their written objections to the Settlement  
16 Administrator.

17 14. A hearing on Plaintiff's Motion for Final Approval and Plaintiff's Motion for Class  
18 Counsel Award and Class Representative Service Payment shall be held before this Court on **June 24,**  
19 **2026 at 1:30 PM** in Department 18 of the Alameda County Superior Court to determine all necessary  
20 matters concerning the Settlement, including: whether the proposed settlement of the Action on the  
21 terms and conditions provided for in the Agreement is fair, adequate, and reasonable and should be  
22 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;  
23 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and  
24 reasonable to the Class; and to finally approve the Class Counsel Award, Class Representative Service  
25 Payment, and the Administration Expenses Payment. Plaintiff shall use best efforts to file all papers in  
26 support of the Motion for Final Approval and the Motion for Class Counsel Award and Class  
27 Representative Service Payment with the Court and served on all counsel within sixteen (16) court days  
28 of the Hearing on the Motion for Final Approval.

1           15.     Neither the Settlement nor any exhibit, document, or instrument delivered thereunder  
2 shall be construed as a concession or admission by Defendant in any way, and shall not be used as  
3 evidence of, or used against Defendant as, an admission or indication in any way, including with respect  
4 to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth  
5 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the  
6 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor  
7 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,  
8 received as or deemed to be evidence for any purpose adverse to Defendant, including, but not limited  
9 to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,  
10 wrongdoing, omission, concession, or damage.

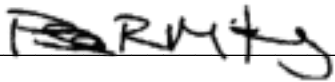
11           16.     In the event the Settlement does not become effective in accordance with the terms of the  
12 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become  
13 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties  
14 shall revert to their respective positions as they existed before entering into the Agreement. In such an  
15 event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall  
16 not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the  
17 terms of the Agreement with respect to the effect of the Agreement if it is not approved.

18           17.     Pending final determination of whether the Settlement should be approved, the Class  
19 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,  
20 intervening in, instigating or in any way participating in the commencement or prosecution of any  
21 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting  
22 any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a  
23 timely request for exclusion pursuant to the Agreement.

24  
25  
26  
27  
28     ///

1           18.     The Court reserves the right to adjourn or continue the date of the final approval hearing  
2 and all dates provided for in the Agreement without further notice to Class Members and retains  
3 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.  
4

5  
6 Dated: March 30, 2026

  
\_\_\_\_\_

JUDGE OF THE SUPERIOR COURT

**Patrick McKinney / Judge**

# **EXHIBIT C**

## Liana Rios

---

**From:** no-reply@formassembly.com  
**Sent:** Monday, December 22, 2025 7:28 PM  
**To:** Liana Rios  
**Subject:** Thank you for your Proposed Settlement Submission

12/22/2025 07:27:02 PM

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

Item submitted: Proposed Settlement

On 12/22/2025 07:27:02 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1068468-24

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website:

[https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate\\_Attorneys\\_General\\_Act.htm&data=05%7C02%7Cliana%40zakaylaw.com%7C4631dd1ecee340e11b7308de41d33542%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C639020572549977847%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFrpbClzIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=lxN2emwL0845wyX6m%2BgXXtkjYO68OZUSxqtC78ljbU%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cliana%40zakaylaw.com%7C4631dd1ecee340e11b7308de41d33542%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C639020572549977847%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFrpbClzIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=lxN2emwL0845wyX6m%2BgXXtkjYO68OZUSxqtC78ljbU%3D&reserved=0)

# **EXHIBIT D**

# **EXHIBIT E**

# ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 619-255-9047

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## FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

---

## ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

### 1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

### 2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Court for the District of California (all courts)

### 3. PROFESSIONAL EXPERIENCE

**ZAKAY LAW GROUP, APLC**, San Diego, CA

Founder, April 2018

**SILLDORF LAW, LLP**, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

### 4. EDUCATION

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

*Honors*: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

*Activities*: Associate Editor, *California Western Law Review*  
Legal Skills Honor Instructor for Professor Leslie Culver  
Vice President, Jewish Student Union

**SAN DIEGO STATE UNIVERSITY**, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

*Honors*: Dean's List: Spring 2007 and Fall 2007

### 5. COMMUNITY SERVICE

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA

Spring 2016, 2018

Moot Court Judge

**COMMUNITY LAW PROJECT**, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

---

## ATTORNEY JACKLAND K. HOM BIOGRAPHY:

### 1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

### 2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

### 3. PROFESSIONAL EXPERIENCE

**ZAKAY LAW GROUP, APLC**, San Diego, CA

Associate, January 2021 - present

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**, San Diego, CA

Associate, November 2019 – September 2020

### 4. EDUCATION

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA

Juris Doctor, April 2019

*Honors:* Dean's List: Fall 2017, Spring 2018.

*Activities:* Academic Achievement Awards: Advanced Prosecution Function.  
Senior Editor, *California Western Law Review*  
President, Asian Pacific American Law Students Association

**UNIVERSITY OF CALIFORNIA, RIVERSIDE**, Riverside, CA

Bachelor of Arts: Political Science, English Literature, June 2015

*Honors:* Dean's List

---

## ATTORNEY JACLYN JOYCE BIOGRAPHY:

### 1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

### 2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

### 3. PROFESSIONAL EXPERIENCE

**ZAKAY LAW GROUP, APLC**, San Diego, CA

Associate, March 2023 – present

**LIGHTGABLER**, Camarillo, CA

Attorney, April 2019 – February 2023

**WESTON & McELVAIN (now called Weston & Agness LLP)**, Los Angeles, CA

Attorney, June 2016 – April 2019

///

#### 4. EDUCATION

**UCLA SCHOOL OF LAW**, Los Angeles, CA  
Juris Doctor, *May 2012*

**NORTHWESTERN UNIVERSITY**, Chicago, IL  
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

---

### ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

#### 1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

#### 2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)  
United States District Courts of California (all courts)

#### 3. PROFESSIONAL EXPERIENCE

**Zakay Law Group, APLC**, San Diego, CA  
Associate, November 2024 – present

**San Diego County Office of the Public Defender**, San Diego, CA  
Deputy Public Defender, August 2019 - October 2024

**Gerstenzang Law**, San Diego, CA  
Owner and Lead Attorney, January 2015 - August 2019

**San Diego County Office of the Public Defender**, San Diego, CA  
Deputy Public Defender, December 2011 – January 2015

#### 4. EDUCATION

**California Western School of Law**, San Diego, CA  
Juris Doctor, *cum laude*, April 2011  
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

**Emory University**, Atlanta, GA  
Bachelor of Arts: Psychology, May 2006

---

### ATTORNEY EDEN ZAKAY BIOGRAPHY:

#### 1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

#### 2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)  
State of North Carolina (all courts)

///

### **3. PROFESSIONAL EXPERIENCE**

**Zakay Law Group, APLC**, San Diego, CA

Associate, January 2025 - Present

**Wood, Smith, Henning & Berman LLP**, Raleigh, NC

Associate, July 2022 – January 2025

**San Diego Law Review**, San Diego, CA

Associate, July 2019 – May 2021

### **4. EDUCATION**

**University of San Diego School of Law**, San Diego, CA

Juris Doctor, April 2021

**University of California San Diego**, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

---

## **ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:**

### **1. PRACTICE AREAS.**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

### **2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

State of North Carolina (all courts)

### **3. PROFESSIONAL EXPERIENCE**

**Zakay Law Group, APLC**, San Diego, CA

Associate, November 2024 - Present

### **4. EDUCATION**

**California Western School of Law**, San Diego, CA

Juris Doctor, April 2024

**San Diego State University**, San Diego, CA

Bachelor of Arts: Political Science, June 2020

### **5. COMMUNITY SERVICE**

**COMMUNITY LAW PROJECT**, San Diego, CA

Summer of 2024

Volunteer

## LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

### 1. Arakilians v. Trophy Universal City Group

|                 |                                             |
|-----------------|---------------------------------------------|
| <b>Court</b>    | Los Angeles                                 |
| <b>Case No.</b> | 20STCV05724                                 |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, and PAGA |
| <b>Status</b>   | In Litigation                               |

### 2. Cortez Ocegüera v. M & M Automotive

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Alameda       |
| <b>Case No.</b> | HG21086853    |
| <b>Nature</b>   | PAGA          |
| <b>Status</b>   | In Litigation |

### 3. Carbajal v. Keys Motors, Inc.

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 20STCV49714 |
| <b>Nature</b>   | PAGA        |
| <b>Status</b>   | Settled     |

### 4. Gregory v. Verio Healthcare, Inc

|                 |                                             |
|-----------------|---------------------------------------------|
| <b>Court</b>    | Los Angeles                                 |
| <b>Case No.</b> | 20STCV37254                                 |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, and PAGA |
| <b>Status</b>   | Settled                                     |

### 5. Putman v. Winco Holdings, Inc.

|                 |                                             |
|-----------------|---------------------------------------------|
| <b>Court</b>    | Sacramento                                  |
| <b>Case No.</b> | 2:21-cv-01760-MCE-JDP                       |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, and PAGA |
| <b>Status</b>   | In Litigation                               |

### 6. Williamson v. Stan Hotel

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Stanislaus             |
| <b>Case No.</b> | CV-21-006861           |
| <b>Nature</b>   | Meal/Rest Break claims |
| <b>Status</b>   | In Litigation          |

### 7. Hernandez v. USGI, Inc.

|                 |                                                        |
|-----------------|--------------------------------------------------------|
| <b>Court</b>    | Orange                                                 |
| <b>Case No.</b> | 30-2022-01250099                                       |
| <b>Nature</b>   | Overtime and Regular Rate claims, and Meal/Rest Breaks |
| <b>Status</b>   | In Litigation                                          |

### 8. De Jesus v. UniCare

|              |           |
|--------------|-----------|
| <b>Court</b> | San Diego |
|--------------|-----------|

|                 |                                             |
|-----------------|---------------------------------------------|
| <b>Case No.</b> | 37-2022-00003063-CU-OE-CTL                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, and PAGA |
| <b>Status</b>   | Settled                                     |

#### 9. Chambers v. Bass Medical Group

|                 |                                                             |
|-----------------|-------------------------------------------------------------|
| <b>Court</b>    | Contra Costa                                                |
| <b>Case No.</b> | C22-01058                                                   |
| <b>Nature</b>   | Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA |
| <b>Status</b>   | Settled                                                     |

#### 10. Lindsay v. Denso Products (Staffmark)

|                 |                                                     |
|-----------------|-----------------------------------------------------|
| <b>Court</b>    | Riverside                                           |
| <b>Case No.</b> | CVRI2203360                                         |
| <b>Nature</b>   | Overtime, Minimum Wage claims, and Meal/Rest Breaks |
| <b>Status</b>   | Settled                                             |

#### 11. Maheia v. Clean Earth Environmental Solutions

|                 |                                                          |
|-----------------|----------------------------------------------------------|
| <b>Court</b>    | Los Angeles                                              |
| <b>Case No.</b> | 22STCV24279                                              |
| <b>Nature</b>   | Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA |
| <b>Status</b>   | Settled                                                  |

#### 12. Gray v. Sky Hotels

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | Stanislaus                                                |
| <b>Case No.</b> | CV-22-004004                                              |
| <b>Nature</b>   | Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA |
| <b>Status</b>   | Settled                                                   |

#### 13. Mariscal v. Janco Industries

|                 |                                                    |
|-----------------|----------------------------------------------------|
| <b>Court</b>    | San Joaquin                                        |
| <b>Case No.</b> | STK-CV-UOE-2022-8450                               |
| <b>Nature</b>   | Meal and Rest Breaks and Reporting Time Violations |
| <b>Status</b>   | Settled                                            |

#### 14. Trudelle v. Children of the Rainbow

|                 |                                                  |
|-----------------|--------------------------------------------------|
| <b>Court</b>    | San Diego                                        |
| <b>Case No.</b> | 37-2022-00034860                                 |
| <b>Nature</b>   | Overtime, Wage, Meal/Rest Break claims, and PAGA |
| <b>Status</b>   | Settled                                          |

#### 15. Rodriguez v. Shaxon Industries

|                 |                                                  |
|-----------------|--------------------------------------------------|
| <b>Court</b>    | Los Angeles                                      |
| <b>Case No.</b> | 30-2022-01289124-CU-OE-CXC                       |
| <b>Nature</b>   | Overtime, Wage, Meal/Rest Break claims, and PAGA |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**16. Bautista v. Xtreme Auto Collision & Glass**

|                 |                                            |
|-----------------|--------------------------------------------|
| <b>Court</b>    | San Diego                                  |
| <b>Case No.</b> | 37-2022-00044708-CU-OE-CTL                 |
| <b>Nature</b>   | Overtime Wages, Meal/Rest Break violations |
| <b>Status</b>   | Settled                                    |

**17. Miller v. Barry's Security**

|                 |                                            |
|-----------------|--------------------------------------------|
| <b>Court</b>    | Riverside                                  |
| <b>Case No.</b> | CVRI2202929                                |
| <b>Nature</b>   | Overtime Wages, Meal/Rest Break violations |
| <b>Status</b>   | In Litigation                              |

**18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)**

|                 |                                                  |
|-----------------|--------------------------------------------------|
| <b>Court</b>    | San Diego                                        |
| <b>Case No.</b> | 37-2022-00044660                                 |
| <b>Nature</b>   | Overtime, Wage, Meal/Rest Break claims, and PAGA |
| <b>Status</b>   | Settled                                          |

**19. Maria Vazquez v. Mt. Collision**

|                 |                                                |
|-----------------|------------------------------------------------|
| <b>Court</b>    | Los Angeles                                    |
| <b>Case No.</b> | 22STCV34689                                    |
| <b>Nature</b>   | Minimum Wage violations, Meal/Rest Break, PAGA |
| <b>Status</b>   | In Litigation                                  |

**20. Rodriguez v. Performance Food Group**

|                 |                                            |
|-----------------|--------------------------------------------|
| <b>Court</b>    | Alameda                                    |
| <b>Case No.</b> | 22CV021320                                 |
| <b>Nature</b>   | Overtime Wages, Meal/Rest Break violations |
| <b>Status</b>   | Settled                                    |

**21. Shabazz v. Mann & Company**

|                 |                                            |
|-----------------|--------------------------------------------|
| <b>Court</b>    | Butte                                      |
| <b>Case No.</b> | 22CV02669                                  |
| <b>Nature</b>   | Overtime Wages, Meal/Rest Break violations |
| <b>Status</b>   | Settled                                    |

**22. Adame v. Hustead's Collision Center**

|                 |                                                |
|-----------------|------------------------------------------------|
| <b>Court</b>    | Alameda                                        |
| <b>Case No.</b> | 22CV018744                                     |
| <b>Nature</b>   | Minimum Wage violations, Meal/Rest Break, PAGA |
| <b>Status</b>   | Settled                                        |

**23. Monroy v. Donsuemor**

|                 |                                                                      |
|-----------------|----------------------------------------------------------------------|
| <b>Court</b>    | Alameda                                                              |
| <b>Case No.</b> | 22CV011917                                                           |
| <b>Nature</b>   | Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination |
| <b>Status</b>   | Settled                                                              |

**24. Murbach v. Love Automotive**

|                 |                                            |
|-----------------|--------------------------------------------|
| <b>Court</b>    | Kern                                       |
| <b>Case No.</b> | BCV-22-103469                              |
| <b>Nature</b>   | Overtime Wages, Meal/Rest Break violations |
| <b>Status</b>   | In Litigation                              |

**25. Bove v. S&B Restaurant Group**

|                 |                                            |
|-----------------|--------------------------------------------|
| <b>Court</b>    | Los Angeles                                |
| <b>Case No.</b> | 23STCV02528                                |
| <b>Nature</b>   | Overtime Wages, Meal/Rest Break violations |
| <b>Status</b>   | Settled                                    |

**26. Perseus Porras v. Tantalum Restaurant**

|                 |                                        |
|-----------------|----------------------------------------|
| <b>Court</b>    | Los Angeles                            |
| <b>Case No.</b> | 19STCV31015                            |
| <b>Nature</b>   | Unpaid Wages + Missed Meal/Rest Breaks |
| <b>Status</b>   | Settled                                |

**27. Nicholas Leon v. Miller Event Management**

|                 |                                        |
|-----------------|----------------------------------------|
| <b>Court</b>    | San Luis Obispo                        |
| <b>Case No.</b> | 19CV-0435                              |
| <b>Nature</b>   | Meal/Rest Breaks, Reporting Time, 2802 |
| <b>Status</b>   | Settled                                |

**28. Aaris Watts v. TRL Systems**

|                 |                                  |
|-----------------|----------------------------------|
| <b>Court</b>    | Orange County                    |
| <b>Case No.</b> | 30-2019-01102457-CU-OE-CXC       |
| <b>Nature</b>   | Meal/Rest Breaks, Reporting Time |
| <b>Status</b>   | Settled                          |

**29. Johnathan Roa v. Otay Mesa Sales**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2019-00057735-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Breaks, 226      |
| <b>Status</b>   | Settled                    |

**30. Jonathan Mitchell v. Mack Trucking**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Bernardino                           |
| <b>Case No.</b> | CIVDS1928334                             |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**31. Richard Jer Vang v. Bridge Property Management**

|               |                                           |
|---------------|-------------------------------------------|
| <b>Court</b>  | Alameda                                   |
| <b>Judge</b>  | Winfred Smith                             |
| <b>Nature</b> | Off the clock work, regular rate miscalc. |
| <b>Status</b> | Settled                                   |

**32. Madison Marrero v. Stat Med**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Alameda                            |
| <b>Case No.</b> | HG19043214                         |
| <b>Nature</b>   | Unpaid Overtime + Meal/Rest Breaks |
| <b>Status</b>   | Settled                            |

**33. Brian Reyes v. Stowasser Buick-GMC**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Santa Barbara |
| <b>Case No.</b> | 19CV06183     |
| <b>Nature</b>   | Vaquero       |
| <b>Status</b>   | Settled       |

**34. Erik Foss v. Anderson Hospitality, Inc.**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Shasta                             |
| <b>Case No.</b> | 195317                             |
| <b>OPC</b>      | Wood Smith – Andrew Kleiner        |
| <b>Nature</b>   | Meal and Rest Breaks, Regular Rate |
| <b>Status</b>   | Settled                            |

**35. Griselda Duran v. EmployBridge**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Kern              |
| <b>Case No.</b> | BCV-20-101583     |
| <b>Nature</b>   | Regular Rate, 226 |
| <b>Status</b>   | In Litigation     |

**36. Luis Rendon v. Healthcare Investments, Inc.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 20STCV39775 |

|               |                      |
|---------------|----------------------|
| <b>Nature</b> | Meal and Rest Breaks |
| <b>Status</b> | Settled              |

**37. Richard Melead v. TVI, Inc.**

|                 |                             |
|-----------------|-----------------------------|
| <b>Court</b>    | Orange                      |
| <b>Case No.</b> | 30-2020-01140887-CU-OE-CXC  |
| <b>Nature</b>   | Regular Rate, 226 (Magadia) |
| <b>Status</b>   | Settled                     |

**38. Thomas Haven v. California Vocations, Inc.**

|                 |                                     |
|-----------------|-------------------------------------|
| <b>Court</b>    | Butte                               |
| <b>Case No.</b> | 20CV01514                           |
| <b>Nature</b>   | Regular Rate + Meal and Rest Breaks |
| <b>Status</b>   | Settled                             |

**39. Estefania Renteria v. Love's Country**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Kern          |
| <b>Case No.</b> | BCV-20-101260 |
| <b>Nature</b>   | 226           |
| <b>Status</b>   | Settled       |

**40. Rachel Latin v. OneMain General Services Corp.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | Stanislaus     |
| <b>Case No.</b> | CV-20-002498   |
| <b>Nature</b>   | Dart + Magadia |
| <b>Status</b>   | Settled        |

**41. Kalaina Dula v. 2 Kings Gaming, Inc.**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | Merced               |
| <b>Case No.</b> | #20CV-02289          |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | Settled              |

**42. Jie Xu v. HT Multinational**

|                 |                          |
|-----------------|--------------------------|
| <b>Court</b>    | San Bernardino           |
| <b>Case No.</b> | CIV-DS2015679            |
| <b>Nature</b>   | Exempt Misclassification |
| <b>Status</b>   | Settled                  |

**43. Yvette Molina v. Hawaiian Airlines**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | Los Angeles             |
| <b>Case No.</b> | 20STCV28079             |
| <b>Nature</b>   | Meal and Rest + Magadia |
| <b>Status</b>   | Settled                 |

**44. Reinald Pillsbury v. T & T Restaurants CA**

|                 |                                 |
|-----------------|---------------------------------|
| <b>Court</b>    | Del Norte                       |
| <b>Case No.</b> | CVUJ-2020-1214                  |
| <b>Nature</b>   | Meal/Rest Breaks + Regular Rate |
| <b>Status</b>   | Settled                         |

**45. Luis de Jesus v. Guardian Angel Home Care**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00021049-CU-OE-CTL |
| <b>Nature</b>   | Piece-Rate                 |
| <b>Status</b>   | Settled                    |

**46. Charles Sandlin v. Secure Nursing Services, Inc.**

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Los Angeles  |
| <b>Case No.</b> | 20STCV25675  |
| <b>Nature</b>   | Regular Rate |
| <b>Status</b>   | Settled      |

**47. Gabriel Mendez v. Bondz, Inc.**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2020-0007486 |
| <b>Nature</b>   | Piece-Rate              |
| <b>Status</b>   | Settled                 |

**48. James Conley v. Siskiyou Forest Products**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Shasta                                  |
| <b>Case No.</b> | 195819                                  |
| <b>Nature</b>   | Regular Rate and Meal/Rest Breaks + 226 |
| <b>Status</b>   | Settled                                 |

**49. Alex Castellanos v. Southwest Patrol**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00024905-CU-OE-CTL |
| <b>Nature</b>   | Augutus                    |
| <b>Status</b>   | Settled                    |

**50. Rodney Stovall v. Javelin Logistics Company**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Alameda            |
| <b>Case No.</b> | RG20075705         |
| <b>Nature</b>   | Meal / Rest Breaks |
| <b>Status</b>   | Settled            |

**51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | San Francisco         |
| <b>Case No.</b> | CGC-20-585787         |
| <b>Nature</b>   | Tip Pooling ; Magadia |
| <b>Status</b>   | Settled               |

**52. Elias Kaser v. Aviation Consultants, Inc.**

|                 |                                  |
|-----------------|----------------------------------|
| <b>Court</b>    | Orange County                    |
| <b>Case No.</b> |                                  |
| <b>Nature</b>   | Meal / Rest Breaks, Regular Rate |
| <b>Status</b>   | Settled                          |

**53. Christopher Chacon v. Panda Motors, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIV DS2022220  |
| <b>Nature</b>   | Regular Rate   |
| <b>Status</b>   | Settled        |

**54. Willie Lang v. Pathways**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2019-00049969 |
| <b>Nature</b>   | Off the Clock    |
| <b>Status</b>   | Settled          |

**55. Norma Reyes v. Simpson Garden Grove, Inc.**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | Orange                    |
| <b>Case No.</b> | 30-2020-0117564-CU-OE-CJC |
| <b>Nature</b>   | Meal / Rest Breaks        |
| <b>Status</b>   | Settled                   |

**56. Daniel Jacobs v. Rush Media Company**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Los Angeles                              |
| <b>Case No.</b> | 20STCV32350                              |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**57. Luis Ledesma v. TVJ Sons I, Inc.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Santa Barbara |
| <b>Case No.</b> | 20CV03573     |
| <b>Nature</b>   | Vaquero       |
| <b>Status</b>   | Settled       |

**58. Sukhraj Kaur v. ACES 2020, LLC**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Contra Costa           |
| <b>Case No.</b> | C20-02482              |
| <b>Nature</b>   | Meal/Rest Breaks, 2802 |
| <b>Status</b>   | Settled                |

**59. James Rachal v. ELG Metals, Inc.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 20STCV45861 |

|               |                                |
|---------------|--------------------------------|
| <b>Nature</b> | Meal/Rest Breaks, Regular Rate |
| <b>Status</b> | Settled                        |

**60. Michael Ashlock v. Advantis Medical Staffing**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00022305-CU-OE-CTL |
| <b>Nature</b>   | Regular Rate               |
| <b>Status</b>   | Settled                    |

**61. Jessica Barackman v. Teaz N Pleaz, Inc.**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | El Dorado                 |
| <b>Case No.</b> | SC20200179                |
| <b>Nature</b>   | Meal/Rest Breaks, Seating |
| <b>Status</b>   | Settled                   |

**62. Nicolas Neutall v. Urban Alchemy**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | San Francisco                     |
| <b>Case No.</b> | CGC-20-588622                     |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**63. Courteney Arneson v. Bahn Thai, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Sacramento                        |
| <b>Case No.</b> | 34-2021-00295429                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**64. Traci Pollinger v. Hoehn Motors, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00003888-CU-OE-CTL |
| <b>Nature</b>   | Violation of PAGA          |
| <b>Status</b>   | Settled                    |

**65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Orange                     |
| <b>Case No.</b> | 30-2021-01181315-CU-OE-CXC |
| <b>Nature</b>   | Violation of PAGA          |
| <b>Status</b>   | Settled                    |

**66. Shasta Collins v. Hilton Management, LLC**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | San Francisco     |
| <b>Case No.</b> | CGC-21-590959     |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | In Litigation     |

**67. Amanda Hernandez v. Parenting Network, Inc.**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Tulare                 |
| <b>Case No.</b> | VCU287027              |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA |
| <b>Status</b>   | Settled                |

**68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Monterey          |
| <b>Case No.</b> | 21CV001535        |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | Settled           |

**69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Sacramento             |
| <b>Case No.</b> | 34-2021-00301656       |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA |
| <b>Status</b>   | Settled                |

**70. Pedro Rodriguez v. R.M. Parks Place, Inc.**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2021-0006050 |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA  |
| <b>Status</b>   | Settled                 |

**71. David Ezell v. Diab Leasing, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Sacramento                        |
| <b>Case No.</b> | 34-2021-00305329                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**72. Bria Ware v. Shake Shack Enterprise, LLC.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | 21CV002063                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**73. Latisha Anderson v. Barton Meyers Associates, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV43314                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC**

|                 |            |
|-----------------|------------|
| <b>Court</b>    | Alameda    |
| <b>Case No.</b> | 21CV003531 |

|               |                                         |
|---------------|-----------------------------------------|
| <b>Nature</b> | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b> | Settled                                 |

**75. Jermell Jones v. Greenlawn Funeral Homes**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Kern                                    |
| <b>Case No.</b> | BCV-21-102356                           |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**76. Isaiah Davis v. RPM Juice, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Francisco                           |
| <b>Case No.</b> | 21STCV14755                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**77. Jose Garcia v. Ferma Greenbox**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Alameda            |
| <b>Case No.</b> | RG21101104         |
| <b>Nature</b>   | Unpaid Wages, PAGA |
| <b>Status</b>   | Settled            |

**78. Brittney Jones v. ASD6**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00016864-CU-OE-CTL |
| <b>Nature</b>   | PAGA                       |
| <b>Status</b>   | Settled                    |

**79. Melina Wilson v. Spreen Honda**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB2119857   |
| <b>Nature</b>   | PAGA           |
| <b>Status</b>   | Settled        |

**80. Anthony Lopez v. Ferro Automotive**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Solano        |
| <b>Case No.</b> | FCS056580     |
| <b>Nature</b>   | PAGA          |
| <b>Status</b>   | In Litigation |

**81. Michael Nash v. K. Hovnanian**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Riverside                               |
| <b>Case No.</b> | RIC2003319                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**82. Emily Tolosa v. Kensington Redwood City, LLC**

|                 |                                                            |
|-----------------|------------------------------------------------------------|
| <b>Court</b>    | San Mateo                                                  |
| <b>Case No.</b> | 21-CIV-03030                                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                                    |

**83. Gabriel Guzman v. Vulcan Materials Company**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00024583-CU-OE-CTL |
| <b>Nature</b>   | Unpaid Wages, PAGA         |
| <b>Status</b>   | Settled                    |

**84. Cristal Rodriguez v. EAH , Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Santa Cruz                              |
| <b>Case No.</b> | 21CV00884                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**85. Natalie Chrestensen v. Northeastern Rural Health Clinics**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Lassen                                  |
| <b>Case No.</b> | 63703                                   |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**86. Omar Vejar v. Fineline Woodworking, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Orange                                  |
| <b>Case No.</b> | 30-2021-01208607-CU-OE-CXC              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**87. Claudia Nunez v. The Whole Child**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV25160                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Solano                                  |
| <b>Case No.</b> | FCS056804                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**89. Michael Harrington v. Genesis Private Security**

|              |         |
|--------------|---------|
| <b>Court</b> | Alameda |
|--------------|---------|

|                 |                |
|-----------------|----------------|
| <b>Case No.</b> | RG21105476     |
| <b>Nature</b>   | Wage Statement |
| <b>Status</b>   | Settled        |

**90. Robert Baray v. Curation Foods**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Santa Barbara                           |
| <b>Case No.</b> | 21CV2834                                |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**91. James Aguilar v. T & K**

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| <b>Court</b>    | Santa Clara                                                        |
| <b>Case No.</b> | 21CV384674                                                         |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA |
| <b>Status</b>   | Settled                                                            |

**92. Alahjah Brown v. NRI USA, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB0228407   |
| <b>Nature</b>   | PAGA           |
| <b>Status</b>   | Settled        |

**93. Dino Desanctis v. Douglas Products and Packaging Company, LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Contra Costa                            |
| <b>Case No.</b> | C21-01874                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**94. Joe Moreno v. Rambo, LLC.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00038129-CU-OE-CTL |
| <b>Nature</b>   | PAGA                       |
| <b>Status</b>   | In Litigation              |

**95. Norman Respass v. The Scion Group**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Eastern District                        |
| <b>Case No.</b> | 2:20-cv-02307-MCE-JDP                   |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**96. Devin Terrell v. KaiserAir**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Alameda                                 |
| <b>Case No.</b> | RG21113701                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**97. Annklein Pacia v. Kilroy Realty, L.P.**

|                 |                                               |
|-----------------|-----------------------------------------------|
| <b>Court</b>    | Los Angeles                                   |
| <b>Case No.</b> | 21STCV20624                                   |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA |
| <b>Status</b>   | Settled                                       |

**98. Dante Henderson v. Bizon Group, Inc.**

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| <b>Court</b>    | Alameda                                                            |
| <b>Case No.</b> | HG21115170                                                         |
| <b>Nature</b>   | Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                                            |

**99. Noemy Flores v. Aven Group, Inc.**

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Los Angeles  |
| <b>Case No.</b> | 21STCV36642  |
| <b>Nature</b>   | Wage Order 5 |
| <b>Status</b>   | Settled      |

**100. Alissa Whitney v. Five J's Family Enterprises**

|                 |                                                            |
|-----------------|------------------------------------------------------------|
| <b>Court</b>    | San Bernardino                                             |
| <b>Case No.</b> | CIVSB 2129063                                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA |
| <b>Status</b>   | Settled                                                    |

**101. Ricardo Rodriguez v. Employbridge**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Ventura                    |
| <b>Case No.</b> | 56-2021-00559039-CU-OE-VTA |
| <b>Nature</b>   | PAGA                       |
| <b>Status</b>   | Settled                    |

**102. Amanda Patterson v. RCSH Operations, Inc.**

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| <b>Court</b>    | Contra Costa                                                       |
| <b>Case No.</b> | MSC21-02077                                                        |
| <b>Nature</b>   | Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                                            |

**103. Tyra Toler v. Total Testing Solutions LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV38452                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**104. Juanita Allen v. Nissan of Stockton**

|              |             |
|--------------|-------------|
| <b>Court</b> | San Joaquin |
|--------------|-------------|

|                 |                      |
|-----------------|----------------------|
| <b>Case No.</b> | STK-CV-UOE-2021-8956 |
| <b>Nature</b>   | PAGA                 |
| <b>Status</b>   | In Litigation        |

**105. Paola Villalvazo v. SK Market Inc.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 21STCV39911 |
| <b>Nature</b>   | PAGA        |
| <b>Status</b>   | Settled     |

**106. Luke Delacruz v. Walmart (Bonobos)**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Diego                               |
| <b>Case No.</b> | 37-2021-00046421-CU-OE-CTL              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**107. Powell v. Core Community Organized Relief Effort**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Francisco    |
| <b>Case No.</b> | CGC-21-596527    |
| <b>Nature</b>   | Meal/Rest Breaks |
| <b>Status</b>   | Settled          |

**108. Toshi Magee v. Children's Dentistry and Orthodontics**

|                 |                     |
|-----------------|---------------------|
| <b>Court</b>    | Merced              |
| <b>Case No.</b> | 21CV-03773          |
| <b>Nature</b>   | Regular Rate of Pay |
| <b>Status</b>   | In Litigation       |

**109. Alisa Alvarez v. SLO Arches, Inc.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Luis Obispo  |
| <b>Case No.</b> | 21CV-0533        |
| <b>Nature</b>   | Meal/Rest Breaks |
| <b>Status</b>   | Settled          |

**110. Perla Rodriguez Gonzales v. CM School Supply, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB2133207   |
| <b>Nature</b>   | Rounding       |
| <b>Status</b>   | In Litigation  |

**111. Parastoo Maboudi v. The Neiman Marcus Group LLC**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Santa Clara                        |
| <b>Case No.</b> | 22CV391973                         |
| <b>Nature</b>   | Regular Rate of Pay Miscalculation |
| <b>Status</b>   | Settled                            |

**112. Michael Hillstrom v. Constellation Brands, Inc. et al.**

|                 |                     |
|-----------------|---------------------|
| <b>Court</b>    | Napa                |
| <b>Case No.</b> | 22CV000006          |
| <b>Nature</b>   | Regular Rate of Pay |
| <b>Status</b>   | Settled             |

**113. Maria Tabarez v. Alta Hospitals System LLC**

|                 |                 |
|-----------------|-----------------|
| <b>Court</b>    | Los Angeles     |
| <b>Case No.</b> | 5220001658      |
| <b>Nature</b>   | Meal/Rest Break |
| <b>Status</b>   | In Litigation   |

**114. Luther Roddy v. O'Neil Beverages**

|                 |            |
|-----------------|------------|
| <b>Court</b>    | Marin      |
| <b>Case No.</b> | CIV2200067 |
| <b>Nature</b>   | Various    |
| <b>Status</b>   | Settled    |

**115. David Stevens v. Kamps Propane, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00016367-CU-OE-CTL |
| <b>Nature</b>   | Various                    |
| <b>Status</b>   | In Litigation              |

**116. Veronica Maravilla v. Venus Et Fleur, LLC**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00016367-CU-OE-CTL |
| <b>Nature</b>   | Various                    |
| <b>Status</b>   | Settled                    |

**117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 22STCV18688 |
| <b>Nature</b>   | Various     |
| <b>Status</b>   | Settled     |

**118. Daraka Banks v. General Motors LLC et al.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Bernardino   |
| <b>Case No.</b> | CIVSB2203661     |
| <b>Nature</b>   | Meal/Rest Breaks |
| <b>Status</b>   | In Litigation    |

**119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2022-0000452 |
| <b>Nature</b>   | Regular Rate of Pay     |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**120. Tyler Sneed v. Sunroad Auto, LLC et al.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2022-00007661 |
| <b>Nature</b>   | Various          |
| <b>Status</b>   | In Litigation    |

**121. Alexa Lowe v. Ash's First LLC et al.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2022-00010114 |
| <b>Nature</b>   | Various          |
| <b>Status</b>   | In Litigation    |

**122. Marquan Nesbitt v. Autonomous, Inc.**

|                 |                     |
|-----------------|---------------------|
| <b>Court</b>    | San Bernardino      |
| <b>Case No.</b> | CIVSB2204742        |
| <b>Nature</b>   | Regular Rate of Pay |
| <b>Status</b>   | Settled             |

**123. Luis De Jesus Claudio v. Uni Care Home Health Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2022-00003063-CU-OE-CTL |
| <b>Nature</b>   | Piece-Rate                 |
| <b>Status</b>   | Settled                    |

**124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB2207363   |
| <b>Nature</b>   | Wage Statement |
| <b>Status</b>   | Settled        |

**125. Serenity Jean Dewolf v. Mountain Counties Supply Company**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Siskiyou           |
| <b>Case No.</b> | SCCV-CVCV-2022-329 |
| <b>Nature</b>   | Meal/Rest Breaks   |
| <b>Status</b>   | In Litigation      |

**126. Jeannete Gomes v. Homeaglow Inc.**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Joaquin / Los Angeles                |
| <b>Case No.</b> | 22STCV27159                              |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | In Litigation                            |

**127. Alan Carrillo Rodriguez v. Titan Workforce**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2022-0003036 |
| <b>Nature</b>   | Meal/Rest               |
| <b>Status</b>   | Settled                 |

**128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | San Francisco |
| <b>Case No.</b> | CGC-22-599270 |
| <b>Nature</b>   | Rounding      |
| <b>Status</b>   | Settled       |

**129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2022-00013690 |
| <b>Nature</b>   | Piece-Rate       |
| <b>Status</b>   | Settled          |

**130. Abigail Chamberlan v. Classic VMS, Inc. et al.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Yolo        |
| <b>Case No.</b> | CV2022-0652 |
| <b>Nature</b>   | Meal/Rest   |
| <b>Status</b>   | Settled     |

**131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | Sacramento       |
| <b>Case No.</b> | 34-2022-00319781 |
| <b>Nature</b>   | Meal/Rest Breaks |
| <b>Status</b>   | Settled          |

**132. John Schilder v. Tenderloin Neighborhood Development Corporation**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | San Francisco |
| <b>Case No.</b> | CGC-22-599603 |
| <b>Nature</b>   | Various       |
| <b>Status</b>   | In Litigation |

**133. Oscar Almanza v. Hope of the Valley Rescue Mission**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 22STCV17591 |
| <b>Nature</b>   | Rounding    |
| <b>Status</b>   | Settled     |

**134. Janene J. Caracaus v. Danny's Home Health Care Inc.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2022-00020531 |
| <b>Nature</b>   | Piece Rate       |

|               |               |
|---------------|---------------|
| <b>Status</b> | In Litigation |
|---------------|---------------|

**135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.**

|                 |                               |
|-----------------|-------------------------------|
| <b>Court</b>    | Los Angeles                   |
| <b>Case No.</b> | 22STCV18259                   |
| <b>Nature</b>   | COVID-Screening Off-The-Clock |
| <b>Status</b>   | In Litigation                 |

**136. Jesus Garica v. The Beach Chalet, L.P.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | San Francisco |
| <b>Case No.</b> | CGC-22-600090 |
| <b>Nature</b>   | Meal/Rest     |
| <b>Status</b>   | In Litigation |

**137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | Los Angeles    |
| <b>Case No.</b> | 22STCV12086    |
| <b>Nature</b>   | Wage Statement |
| <b>Status</b>   | Settled        |

**138. Kyle Richard Dawkins v. Coalition For Responsible Community Development**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Los Angeles   |
| <b>Case No.</b> | 22STCV19341   |
| <b>Nature</b>   | Various       |
| <b>Status</b>   | In Litigation |

**139. Brennan Howard v. Koulax Enterprises**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | Los Angeles      |
| <b>Case No.</b> | 21GDCV01154      |
| <b>Nature</b>   | Meal/Rest Breaks |
| <b>Status</b>   | In Litigation    |

**140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | Riverside      |
| <b>Case No.</b> | CVRI2202569    |
| <b>Nature</b>   | Wage Statement |
| <b>Status</b>   | In Litigation  |

**141. Kaliyah Martin v. Blend Labs et al.**

|                 |                              |
|-----------------|------------------------------|
| <b>Court</b>    | San Francisco                |
| <b>Case No.</b> | CGC-22-600420                |
| <b>Nature</b>   | Regular Rate Miscalculations |
| <b>Status</b>   | Settled                      |

**142.Cesar Cando v. Academy Valet Parking Service, Inc.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 22STCV21833 |
| <b>Nature</b>   | Various     |
| <b>Status</b>   | Settled     |

**143. Carlos Pinkney v. Patrol Masters Security Services, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Orange                     |
| <b>Case No.</b> | 30-2021-01213869-CU-OE-CXC |
| <b>Nature</b>   | Labor Code 204             |
| <b>Status</b>   | In Litigation              |

**144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse**

|                 |                 |
|-----------------|-----------------|
| <b>Court</b>    | Stanislaus      |
| <b>Case No.</b> | CV-22-003127    |
| <b>Nature</b>   | Meal/Rest Break |
| <b>Status</b>   | In Litigation   |

**145.Brad Klein v. Redzone Security Inc.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Riverside     |
| <b>Case No.</b> | CVRI2202841   |
| <b>Nature</b>   | Augustus      |
| <b>Status</b>   | In Litigation |

**146. Steve Martinez v. Radiant Services Corp.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Los Angeles   |
| <b>Case No.</b> | 22STCV23115   |
| <b>Nature</b>   | Off-the-Clock |
| <b>Status</b>   | In Litigation |

**147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.**

|                 |           |
|-----------------|-----------|
| <b>Court</b>    | Nevada    |
| <b>Case No.</b> | CU0000023 |
| <b>Nature</b>   | Various   |
| <b>Status</b>   | Settled   |

**148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Los Angeles   |
| <b>Case No.</b> | 22STCV13175   |
| <b>Nature</b>   | Rounding      |
| <b>Status</b>   | In Litigation |

**149. Britney Clarke v. St. Anne's Maternity Home et al.**

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Los Angeles  |
| <b>Case No.</b> | 22STCV14674  |
| <b>Nature</b>   | Wage Order 5 |

|        |         |
|--------|---------|
| Status | Settled |
|--------|---------|

# **EXHIBIT F**

# Activities Export

06/30/2026

2:19 PM

| Date ▲     | Type | Description                                           | Matter                                     | User           | Qty  | Rate (\$)  | Non-billable (\$)      | Billable (\$)               |
|------------|------|-------------------------------------------------------|--------------------------------------------|----------------|------|------------|------------------------|-----------------------------|
| 12/20/2024 | \$   | One Legal<br>● Unbilled                               | 96401-Garrett<br>Garrett v. Core Analytics | Shani<br>Zakay | 1.00 | \$1,505.28 | -                      | \$1,505.28                  |
| 12/22/2024 | \$   | PAGA Filing Fee<br>● Unbilled                         | 96401-Garrett<br>Garrett v. Core Analytics | Shani<br>Zakay | 1.00 | \$75.00    | -                      | \$75.00                     |
| 01/10/2025 | \$   | One Legal<br>● Unbilled                               | 96401-Garrett<br>Garrett v. Core Analytics | Shani<br>Zakay | 1.00 | \$24.68    | -                      | \$24.68                     |
| 01/30/2025 | \$   | Alameda ROA Fee<br>● Unbilled                         | 96401-Garrett<br>Garrett v. Core Analytics | Shani<br>Zakay | 1.00 | \$5.00     | -                      | \$5.00                      |
| 02/14/2025 | \$   | One Legal<br>● Unbilled                               | 96401-Garrett<br>Garrett v. Core Analytics | Shani<br>Zakay | 1.00 | \$87.66    | -                      | \$87.66                     |
| 03/07/2025 | \$   | One Legal<br>● Unbilled                               | 96401-Garrett<br>Garrett v. Core Analytics | Shani<br>Zakay | 1.00 | \$474.85   | -                      | \$474.85                    |
| 03/19/2025 | \$   | One Legal<br>● Unbilled                               | 96401-Garrett<br>Garrett v. Core Analytics | Shani<br>Zakay | 1.00 | \$46.36    | -                      | \$46.36                     |
| 04/03/2025 | \$   | Lisa Klerman- Mediation Fee<br>● Unbilled             | 96401-Garrett<br>Garrett v. Core Analytics | Shani<br>Zakay | 1.00 | \$6,250.00 | -                      | \$6,250.00                  |
| 07/24/2025 | \$   | One Legal Filing Fee<br>● Unbilled                    | 96401-Garrett<br>Garrett v. Core Analytics | Shani<br>Zakay | 1.00 | \$26.74    | -                      | \$26.74                     |
| 08/07/2025 | \$   | Berger Consulting - Invoice<br>No.14114<br>● Unbilled | 96401-Garrett<br>Garrett v. Core Analytics | Shani<br>Zakay | 1.00 | \$4,185.00 | -                      | \$4,185.00                  |
| 09/20/2025 | \$   | Alameda Superior Court<br>● Unbilled                  | 96401-Garrett<br>Garrett v. Core Analytics | Shani<br>Zakay | 1.00 | \$1.00     | -                      | \$1.00                      |
|            |      |                                                       |                                            |                |      |            | <b>\$0.00</b><br>0.00h | <b>\$13,610.15</b><br>0.00h |

# Activities Export

06/30/2026

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| Date ▲     | Type | Description                                                                            | Matter                                     | User        | Qty  | Rate (\$) | Non-billable (\$)      | Billable (\$)               |
|------------|------|----------------------------------------------------------------------------------------|--------------------------------------------|-------------|------|-----------|------------------------|-----------------------------|
| 10/28/2025 | \$   | One Legal - Order No. 26621087<br>● Unbilled                                           | 96401-Garrett<br>Garrett v. Core Analytics | Shani Zakay | 1.00 | \$48.42   | -                      | \$48.42                     |
| 10/28/2025 | \$   | One Legal<br>● Unbilled                                                                | 96401-Garrett<br>Garrett v. Core Analytics | Shani Zakay | 1.00 | \$48.42   | -                      | \$48.42                     |
| 10/28/2025 | \$   | Alameda Superior Court - ROA Fee<br>● Unbilled                                         | 96401-Garrett<br>Garrett v. Core Analytics | Shani Zakay | 1.00 | \$2.00    | -                      | \$2.00                      |
| 11/04/2025 | \$   | One Legal - Order No. 26694272<br>● Unbilled                                           | 96401-Garrett<br>Garrett v. Core Analytics | Shani Zakay | 1.00 | \$26.74   | -                      | \$26.74                     |
| 11/06/2025 | \$   | One Legal - Order No. 26706588<br>● Unbilled                                           | 96401-Garrett<br>Garrett v. Core Analytics | Shani Zakay | 1.00 | \$26.74   | -                      | \$26.74                     |
| 12/26/2025 | \$   | One Legal - Order No. 27064910<br>● Unbilled                                           | 96401-Garrett<br>Garrett v. Core Analytics | Shani Zakay | 1.00 | \$90.51   | -                      | \$90.51                     |
| 01/01/2026 | \$   | Legal Research Fee - EveLegal Invoice No. 9992, 10397, Sept. & 106029177<br>● Unbilled | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay | 1.00 | \$188.00  | -                      | \$188.00                    |
| 01/13/2026 | \$   | Postage Fee - 01.2026<br>● Unbilled                                                    | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay | 1.00 | \$19.73   | -                      | \$19.73                     |
| 01/14/2026 | \$   | One Legal – Order No. 27208330<br>● Unbilled                                           | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay | 1.00 | \$27.38   | -                      | \$27.38                     |
| 01/30/2026 | \$   | Alameda SC ROA Fee<br>● Unbilled                                                       | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay | 1.00 | \$4.00    | -                      | \$4.00                      |
| 02/04/2026 | \$   | Alameda SC ROA Fee                                                                     | 96401-Garrett                              | Admin       | 1.00 | \$1.00    | -                      | \$1.00                      |
|            |      |                                                                                        |                                            |             |      |           | <b>\$0.00</b><br>0.00h | <b>\$13,610.15</b><br>0.00h |

# Activities Export

06/30/2026

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| Date       | Type | Description                                                         | Matter                                     | User           | Qty  | Rate (\$) | Non-billable (\$)      | Billable (\$)               |
|------------|------|---------------------------------------------------------------------|--------------------------------------------|----------------|------|-----------|------------------------|-----------------------------|
|            |      | ● Unbilled                                                          | Garrett v. Core Analytics                  | Zakay          |      |           |                        |                             |
| 02/11/2026 | \$   | One Legal – Order No. 27429517<br>● Unbilled                        | 96401-Garrett<br>Garrett v. Core Analytics | Admin<br>Zakay | 1.00 | \$27.38   | -                      | \$27.38                     |
| 02/25/2026 | \$   | Alameda SC ROA Fee<br>● Unbilled                                    | 96401-Garrett<br>Garrett v. Core Analytics | Admin<br>Zakay | 1.00 | \$3.00    | -                      | \$3.00                      |
| 03/02/2026 | \$   | Legal Research Fee - UniCourt<br>Invoice No. 925840<br>● Unbilled   | 96401-Garrett<br>Garrett v. Core Analytics | Admin<br>Zakay | 1.00 | \$26.00   | -                      | \$26.00                     |
| 03/05/2026 | \$   | Alameda SC ROA Fee<br>● Unbilled                                    | 96401-Garrett<br>Garrett v. Core Analytics | Admin<br>Zakay | 1.00 | \$7.00    | -                      | \$7.00                      |
| 04/01/2026 | \$   | Legal Research Fee - Westlaw<br>Invoice No. 853452828<br>● Unbilled | 96401-Garrett<br>Garrett v. Core Analytics | Admin<br>Zakay | 1.00 | \$32.26   | -                      | \$32.26                     |
| 06/30/2026 | \$   | Anticipated MFA,MFF & Post<br>Judgment Costs<br>● Unbilled          | 96401-Garrett<br>Garrett v. Core Analytics | Admin<br>Zakay | 1.00 | \$350.00  | -                      | \$350.00                    |
|            |      |                                                                     |                                            |                |      |           | <b>\$0.00</b><br>0.00h | <b>\$13,610.15</b><br>0.00h |

# **EXHIBIT G**

# Activities Export

06/30/2026

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| Date ▲     | Type                                                                                                                                                                    | Description                                                      | Matter                                     | User                    | Qty           | Rate (\$) | Non-billable (\$)      | Billable (\$)                |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------|-------------------------|---------------|-----------|------------------------|------------------------------|
| 12/04/2024 |       | client call<br>Unbilled                                          | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 2.00h         | \$700.00  | -                      | \$1,400.00                   |
| 12/04/2024 |       | internal emails.<br>Unbilled                                     | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
| 12/04/2024 |       | drafted complaint<br>Unbilled                                    | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 2.00h         | \$700.00  | -                      | \$1,400.00                   |
| 12/05/2024 |       | worked on complaint<br>Unbilled                                  | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 1.00h         | \$700.00  | -                      | \$700.00                     |
| 12/18/2024 |       | t/c with client<br>Unbilled                                      | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 1.50h         | \$700.00  | -                      | \$1,050.00                   |
| 12/18/2024 |       | summary email to client<br>Unbilled                              | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
| 12/19/2024 |       | Review the file. Review and revise<br>the complaint.<br>Unbilled | 96401-Garrett<br>Garrett v. Core Analytics | Shani<br>Zakay          | 4.00h         | \$650.00  | -                      | \$2,600.00                   |
| 12/19/2024 |   | email from client.<br>Unbilled                                   | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.10h         | \$700.00  | -                      | \$70.00                      |
| 12/19/2024 |   | internal case emails<br>Unbilled                                 | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.40h         | \$700.00  | -                      | \$280.00                     |
| 01/10/2025 |   | case meeting<br>Unbilled                                         | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
| 01/27/2025 |   | Atty Rachel Newman: reviewed<br>tentative ruling.<br>Unbilled    | 96401-Garrett<br>Garrett v. Core Analytics | Admin<br>Zakay          | 0.30h         | \$450.00  | -                      | \$135.00                     |
|            |                                                                                                                                                                         |                                                                  |                                            |                         | <b>81.60h</b> |           | <b>\$0.00</b><br>0.00h | <b>\$55,755.00</b><br>81.60h |

# Activities Export

06/30/2026

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| Date       | Type                                                                                                                                                                             | Description                                                                   | Matter                                     | User                 | Qty           | Rate (\$) | Non-billable (\$) | Billable (\$)      |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------|----------------------|---------------|-----------|-------------------|--------------------|
| 01/27/2025 |   Unbilled     | Atty Rachel Newman: emails with OC.                                           | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay          | 0.30h         | \$450.00  | -                 | \$135.00           |
| 01/30/2025 |   Unbilled     | Atty Rachel Newman: t/c w/ OC.                                                | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay          | 0.30h         | \$450.00  | -                 | \$135.00           |
| 01/31/2025 |   Unbilled     | drafted initial disclosures                                                   | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 1.00h         | \$700.00  | -                 | \$700.00           |
| 01/31/2025 |   Unbilled     | internal case emails                                                          | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 01/31/2025 |   Unbilled     | internal emails                                                               | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.30h         | \$700.00  | -                 | \$210.00           |
| 02/07/2025 |   Unbilled     | emails with OC                                                                | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 02/10/2025 |   Unbilled     | emails with OC                                                                | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 02/10/2025 |   Unbilled    | reviewed answer to complaint                                                  | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 1.00h         | \$700.00  | -                 | \$700.00           |
| 02/13/2025 |   Unbilled | Atty Rachel Newman: Drafted dismissal paperwork for Core Analytics Laboratory | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay          | 1.00h         | \$450.00  | -                 | \$450.00           |
| 02/18/2025 |   Unbilled | emails re: mediator selection                                                 | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.40h         | \$700.00  | -                 | \$280.00           |
| 02/19/2025 |   Unbilled | email update to client                                                        | 96401-Garrett                              | Jennifer             | 0.30h         | \$700.00  | -                 | \$210.00           |
|            |                                                                                                                                                                                  |                                                                               |                                            |                      | <b>81.60h</b> |           | <b>\$0.00</b>     | <b>\$55,755.00</b> |
|            |                                                                                                                                                                                  |                                                                               |                                            |                      |               |           | 0.00h             | 81.60h             |

# Activities Export

06/30/2026

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| Date       | Type | Description                                                                                                                  | Matter                                     | User                 | Qty           | Rate (\$) | Non-billable (\$)      | Billable (\$)                |
|------------|------|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------|---------------|-----------|------------------------|------------------------------|
|            |      | ● Unbilled                                                                                                                   | Garrett v. Core Analytics                  | Gerstenzang          |               |           |                        |                              |
| 02/25/2025 | 🕒    | Atty Rachel Newman: prepared for and called OC re: PAGA-only complaint filing and stip to stay and data demand<br>● Unbilled | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay          | 0.40h         | \$450.00  | -                      | \$180.00                     |
| 03/06/2025 | 🕒    | Atty Rachel Newman: drafted stipulation to stay, data demand<br>● Unbilled                                                   | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay          | 1.00h         | \$450.00  | -                      | \$450.00                     |
| 03/06/2025 | 🕒    | atty rachel newman: emails with OC re: sample size<br>● Unbilled                                                             | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay          | 0.40h         | \$450.00  | -                      | \$180.00                     |
| 03/07/2025 | 🕒    | Atty Rachel Newman: internal emails<br>● Unbilled                                                                            | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay          | 0.40h         | \$450.00  | -                      | \$180.00                     |
| 03/12/2025 | 🕒    | Atty Rachel Newman: t/c and email to OC<br>● Unbilled                                                                        | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay          | 0.20h         | \$450.00  | -                      | \$90.00                      |
| 03/13/2025 | 🕒    | Atty Rachel Newman: reviewed OC redlines to stip to stay<br>● Unbilled                                                       | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay          | 0.70h         | \$450.00  | -                      | \$315.00                     |
| 03/14/2025 | 🕒    | case meeting<br>● Unbilled                                                                                                   | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.00h         | \$700.00  | -                      | \$0.00                       |
| 04/01/2025 | 🕒    | reviewed court conformed order to stay<br>● Unbilled                                                                         | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
|            |      |                                                                                                                              |                                            |                      | <b>81.60h</b> |           | <b>\$0.00</b><br>0.00h | <b>\$55,755.00</b><br>81.60h |

# Activities Export

06/30/2026

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| Date       | Type                                                                                | Description                                                                                                                                                                                                                                                  | Matter                                     | User                    | Qty           | Rate (\$) | Non-billable (\$)      | Billable (\$)                |
|------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------|---------------|-----------|------------------------|------------------------------|
| 04/24/2025 |    | t/c with client to discuss individual claims.<br><br>typed up the handwritten timeline of events so that we had it for easier use and reading when needed.<br><br> Unbilled | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 1.00h         | \$700.00  | -                      | \$700.00                     |
| 04/24/2025 |    | client call<br> Unbilled                                                                                                                                                    | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 1.00h         | \$700.00  | -                      | \$700.00                     |
| 04/28/2025 |    | case meeting<br> Unbilled                                                                                                                                                   | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
| 06/06/2025 |    | Atty Rachel Newman: emails with analyst<br> Unbilled                                                                                                                        | 96401-Garrett<br>Garrett v. Core Analytics | Admin<br>Zakay          | 0.20h         | \$450.00  | -                      | \$90.00                      |
| 06/16/2025 |    | Atty Rachel Newman: emails with analyst<br> Unbilled                                                                                                                        | 96401-Garrett<br>Garrett v. Core Analytics | Admin<br>Zakay          | 0.20h         | \$450.00  | -                      | \$90.00                      |
| 06/18/2025 |  | Atty Rachel Newman: emails with analyst<br> Unbilled                                                                                                                      | 96401-Garrett<br>Garrett v. Core Analytics | Admin<br>Zakay          | 0.20h         | \$450.00  | -                      | \$90.00                      |
| 06/24/2025 |  | Atty Rachel Newman: reviewed data production in preparation for mediation<br> Unbilled                                                                                    | 96401-Garrett<br>Garrett v. Core Analytics | Admin<br>Zakay          | 1.50h         | \$450.00  | -                      | \$675.00                     |
| 07/07/2025 |  | case meeting<br> Unbilled                                                                                                                                                 | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
|            |                                                                                     |                                                                                                                                                                                                                                                              |                                            |                         | <b>81.60h</b> |           | <b>\$0.00</b><br>0.00h | <b>\$55,755.00</b><br>81.60h |

# Activities Export

06/30/2026

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| Date ▲     | Type                                                                                                                                                                    | Description                                                                                  | Matter                                     | User                 | Qty           | Rate (\$) | Non-billable (\$)      | Billable (\$)                |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------------------------------------|----------------------|---------------|-----------|------------------------|------------------------------|
| 07/07/2025 |       | Atty Rachel Newman: drafted and emailed data transmittal sheet to expert analyst<br>Unbilled | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay          | 0.20h         | \$450.00  | -                      | \$90.00                      |
| 07/08/2025 |       | Atty Rachel Newman: emails with analyst<br>Unbilled                                          | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay          | 0.20h         | \$450.00  | -                      | \$90.00                      |
| 07/14/2025 |       | client call<br>Unbilled                                                                      | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 1.00h         | \$700.00  | -                      | \$700.00                     |
| 07/15/2025 |       | drafted PLA CMS<br>Unbilled                                                                  | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.30h         | \$700.00  | -                      | \$210.00                     |
| 07/15/2025 |       | emails with OC<br>Unbilled                                                                   | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.10h         | \$700.00  | -                      | \$70.00                      |
| 07/15/2025 |       | Atty Rachel Newman: emails with analyst<br>Unbilled                                          | 96401-Garrett<br>Garrett v. Core Analytics | Admin Zakay          | 0.20h         | \$450.00  | -                      | \$90.00                      |
| 07/28/2025 |    | Telephone call with client in preparation for mediation<br>Unbilled                          | 96401-Garrett<br>Garrett v. Core Analytics | Jaclyn Joyce         | 0.60h         | \$750.00  | -                      | \$450.00                     |
| 07/30/2025 |   | emails from mediator Lisa Klerman<br>Unbilled                                                | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
| 07/31/2025 |   | Review expert report and discuss with co-counsel in preparation for mediation<br>Unbilled    | 96401-Garrett<br>Garrett v. Core Analytics | Jaclyn Joyce         | 0.40h         | \$750.00  | -                      | \$300.00                     |
|            |                                                                                                                                                                         |                                                                                              |                                            |                      | <b>81.60h</b> |           | <b>\$0.00</b><br>0.00h | <b>\$55,755.00</b><br>81.60h |

# Activities Export

06/30/2026

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| Date       | Type                                                                                | Description                                                                                                                                                                 | Matter                                     | User                 | Qty           | Rate (\$) | Non-billable (\$)      | Billable (\$)                |
|------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------|---------------|-----------|------------------------|------------------------------|
| 08/01/2025 |    | Confer with co-counsel re mediation brief; review and revise mediation brief.<br> Unbilled | 96401-Garrett<br>Garrett v. Core Analytics | Jaclyn Joyce         | 1.60h         | \$750.00  | -                      | \$1,200.00                   |
| 08/06/2025 |    | Prepare for and attend mediation<br> Unbilled                                              | 96401-Garrett<br>Garrett v. Core Analytics | Jaclyn Joyce         | 8.00h         | \$750.00  | -                      | \$6,000.00                   |
| 08/07/2025 |    | reviewed mediator's proposal<br> Unbilled                                                  | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
| 08/07/2025 |    | emails with OC re: MOU and/or SAR<br> Unbilled                                             | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
| 08/18/2025 |    | case review<br> Unbilled                                                                   | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
| 08/19/2025 |    | Confer internally re settlement<br> Unbilled                                               | 96401-Garrett<br>Garrett v. Core Analytics | Jaclyn Joyce         | 0.40h         | \$750.00  | -                      | \$300.00                     |
| 08/25/2025 |    | internal emails re: SAR<br> Unbilled                                                      | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 1.00h         | \$700.00  | -                      | \$700.00                     |
| 08/25/2025 |  | Further confer internally re terms of settlement<br> Unbilled                            | 96401-Garrett<br>Garrett v. Core Analytics | Jaclyn Joyce         | 0.30h         | \$750.00  | -                      | \$225.00                     |
| 08/28/2025 |  | reviewed admin's proposal<br> Unbilled                                                   | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 0.30h         | \$700.00  | -                      | \$210.00                     |
| 09/11/2025 |  | drafted settlement agreement<br> Unbilled                                                | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer Gerstenzang | 6.00h         | \$700.00  | -                      | \$4,200.00                   |
|            |                                                                                     |                                                                                                                                                                             |                                            |                      | <b>81.60h</b> |           | <b>\$0.00</b><br>0.00h | <b>\$55,755.00</b><br>81.60h |

# Activities Export

06/30/2026

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| Date       | Type                                                                                         | Description                                               | Matter                                     | User                    | Qty           | Rate (\$) | Non-billable (\$) | Billable (\$)      |
|------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------|-------------------------|---------------|-----------|-------------------|--------------------|
| 09/19/2025 |  Unbilled   | internal emails                                           | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 1.00h         | \$700.00  | -                 | \$700.00           |
| 09/19/2025 |  Unbilled   | made updates to SAR                                       | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 1.00h         | \$700.00  | -                 | \$700.00           |
| 09/30/2025 |  Unbilled   | internal emails re: SAR                                   | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                 | \$350.00           |
| 10/01/2025 |  Unbilled   | sent SAR to OC for review                                 | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 10/10/2025 |  Unbilled   | t/c with OC                                               | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                 | \$350.00           |
| 10/21/2025 |  Unbilled   | reviewed admin's updated proposal                         | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                 | \$210.00           |
| 10/22/2025 |  Unbilled   | reviewed OC's edits to SAR                                | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 1.00h         | \$700.00  | -                 | \$700.00           |
| 10/24/2025 |  Unbilled  | emails with OC                                            | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 10/27/2025 |  Unbilled | finalized settlement agreement and prepared for execution | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                 | \$210.00           |
| 10/30/2025 |  Unbilled | client email update                                       | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                 | \$350.00           |
| 10/30/2025 |  Unbilled | internal emails                                           | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                 | \$350.00           |
|            |                                                                                              |                                                           |                                            |                         | <b>81.60h</b> |           | <b>\$0.00</b>     | <b>\$55,755.00</b> |
|            |                                                                                              |                                                           |                                            |                         |               |           | 0.00h             | 81.60h             |

# Activities Export

06/30/2026

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| Date ▲     | Type                                                                                                                                                                    | Description                                                                  | Matter                                     | User                    | Qty           | Rate (\$) | Non-billable (\$)      | Billable (\$)                |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------------------------------------------|-------------------------|---------------|-----------|------------------------|------------------------------|
| 11/06/2025 |       | case meeting<br>Unbilled                                                     | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
| 11/26/2025 |       | drafted MPA<br>Unbilled                                                      | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 8.00h         | \$700.00  | -                      | \$5,600.00                   |
| 12/08/2025 |       | finalized MPA<br>Unbilled                                                    | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 2.00h         | \$700.00  | -                      | \$1,400.00                   |
| 12/15/2025 |       | reviewed OC's updates to MPA<br>Unbilled                                     | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                      | \$210.00                     |
| 12/22/2025 |       | internal case emails and drafted<br>supporting documents for MPA<br>Unbilled | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 1.50h         | \$700.00  | -                      | \$1,050.00                   |
| 01/04/2026 |       | drafted CMS<br>Unbilled                                                      | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
| 01/05/2026 |       | M&C re: CMS with OC<br>Unbilled                                              | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
| 01/13/2026 |   | case meeting<br>Unbilled                                                     | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
| 01/13/2026 |   | drafted letter to client<br>Unbilled                                         | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
| 01/27/2026 |   | reviewed Court's tentative ruling<br>Unbilled                                | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
| 01/27/2026 |   | email to OC<br>Unbilled                                                      | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
|            |                                                                                                                                                                         |                                                                              |                                            |                         | <b>81.60h</b> |           | <b>\$0.00</b><br>0.00h | <b>\$55,755.00</b><br>81.60h |

# Activities Export

06/30/2026

2:25 PM

| Date ▲     | Type                                                                                                                                                                             | Description                                          | Matter                                     | User                    | Qty           | Rate (\$) | Non-billable (\$)      | Billable (\$)                |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------------------------------------------|-------------------------|---------------|-----------|------------------------|------------------------------|
| 01/28/2026 |   Unbilled     | prepared for and attended hearing on MPA             | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 1.00h         | \$700.00  | -                      | \$700.00                     |
| 01/29/2026 |   Unbilled     | email to client                                      | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                      | \$210.00                     |
| 02/06/2026 |   Unbilled     | drafted supplemental documents in support of the MPA | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 1.50h         | \$700.00  | -                      | \$1,050.00                   |
| 02/17/2026 |   Unbilled     | reviewed court's tentative                           | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                      | \$210.00                     |
| 02/23/2026 |   Unbilled     | case meeting                                         | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                      | \$210.00                     |
| 03/05/2026 |   Unbilled     | emails with admin                                    | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                      | \$210.00                     |
| 03/11/2026 |   Unbilled     | emails with admin                                    | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                      | \$210.00                     |
| 04/03/2026 |   Unbilled  | reviewed timeline and formatted notice               | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
| 04/06/2026 |   Unbilled | case meeting                                         | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
| 04/07/2026 |   Unbilled | reviewed timeline and notice-made changes to notice  | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
|            |                                                                                                                                                                                  |                                                      |                                            |                         | <b>81.60h</b> |           | <b>\$0.00</b><br>0.00h | <b>\$55,755.00</b><br>81.60h |

# Activities Export

06/30/2026

2:25 PM

| Date ▲     | Type                                                                                                                                                                    | Description                                                                        | Matter                                     | User                    | Qty           | Rate (\$) | Non-billable (\$)      | Billable (\$)                |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------|-------------------------|---------------|-----------|------------------------|------------------------------|
| 04/22/2026 |       | emails from admin<br>Unbilled                                                      | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
| 04/28/2026 |       | drafted update email to client<br>Unbilled                                         | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.40h         | \$700.00  | -                      | \$280.00                     |
| 05/17/2026 |       | drafted rough draft of PA and MFA<br>Unbilled                                      | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 2.00h         | \$700.00  | -                      | \$1,400.00                   |
| 06/17/2026 |       | Review and revise MFA, MFF, and supporting documents<br>Unbilled                   | 96401-Garrett<br>Garrett v. Core Analytics | Jaclyn<br>Joyce         | 2.60h         | \$750.00  | -                      | \$1,950.00                   |
| 06/18/2026 |       | Finalize MFA, MFF, and proposed order to be sent to co-counsel and OC.<br>Unbilled | 96401-Garrett<br>Garrett v. Core Analytics | Jaclyn<br>Joyce         | 1.30h         | \$750.00  | -                      | \$975.00                     |
| 06/23/2026 |       | sent MFA PA, proposed judgment, and notice of motion to OC for review<br>Unbilled  | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
| 06/24/2026 |   | t/c with CM who had questions about notice<br>Unbilled                             | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
| 06/26/2026 |   | drafted supplemental documents in support of MFA/MFF<br>Unbilled                   | 96401-Garrett<br>Garrett v. Core Analytics | Jennifer<br>Gerstenzang | 1.00h         | \$700.00  | -                      | \$700.00                     |
|            |                                                                                                                                                                         |                                                                                    |                                            |                         | <b>81.60h</b> |           | <b>\$0.00</b><br>0.00h | <b>\$55,755.00</b><br>81.60h |