

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Jennifer Gerstenzang (State Bar #279810)

jenny@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

3110 Camino Del Rio S, Suite 308

San Diego, CA 92108

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

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 AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF CLASS COUNSEL FEES
AND EXPENSES AND CLASS
REPRESENTATIVE SERVICE AWARD**

Date: July 29, 2026

Time: 01:30 p.m.

Reservation ID: 143545977881

Judge: Hon. Patrick McKinney

Dept.: 18

1 Plaintiff's unopposed Motion for Order Granting Final Approval of Class Action and PAGA
2 Settlement and Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class
3 Representative Service Payment duly came on for hearing on July 29, 2026, at 01:30 p.m., the Hon.
4 Patrick McKinney presiding, with the attorneys from the JCL LAW FIRM, APC, and ZAKAY LAW
5 GROUP, APLC, as counsel for Plaintiff LERE GARRETT (hereinafter "Plaintiff"), and counsel from
6 LANDEGGER & VERANO, ALC, appearing for Defendant CORE ANALYTICS RADIOLOGY,
7 INC., (hereinafter "Defendant").

8 The Court, having received and carefully considered the Class Action and PAGA Settlement
9 agreement and Class Notice and Amendment No. 1 to Class Action and PAGA Settlement Agreement
10 (collectively, the "Agreement"), a true and correct copy of which is attached hereto as **Exhibit A**, the
11 supporting papers filed by the Parties, the evidence and argument received by the Court in conjunction
12 with the unopposed Motion for Preliminary Approval of Class Action Settlement granted on March 30,
13 2026, the instant Motion for Order Granting Final Approval of Class Action and PAGA Settlement and
14 Entering Judgment pursuant to California Rule of Court 3.769, the Court grants final approval of the
15 Settlement and HEREBY ORDERS, ADJUDICATES and DECREES THE FOLLOWING:

16 1. All capitalized terms used herein shall have the same meaning as defined in the
17 Agreement.

18 2. Pursuant to the Order Granting Preliminary Approval, the Class Notice was sent to each
19 Class Member via U.S. First Class Mail. The Class Notice informed the Class Members of the terms of
20 the Settlement, and of (a) their right to receive Individual Class Payments, (b) their right to comment on
21 or object to the Settlement, (c) their right to request exclusion from the Settlement and pursue their own
22 remedies, and (d) their right to appear in person or by counsel at the final approval hearing and to be
23 heard regarding approval of the Settlement. Adequate periods of time were provided by each of these
24 procedures.

25 3. Following the conclusion of the Response Deadline, the Administrator reported that it
26 received *zero written objections* to the Settlement and *zero requests for exclusion* from the Settlement.

27 4. The Court finds and determines that the notice procedure afforded adequate protections to
28 the Class and provides the basis for the Court to make an informed decision regarding approval of the

1 Settlement based on the response of the Class. The Court finds and determines that the notice provided
2 in this case was the best notice practicable, which satisfied the requirements of law and due process.

3 5. With respect to the Class and for purposes of approving this Settlement only, this Court
4 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of
5 all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a
6 well-defined community of interest among the Class with respect to the subject matter of the Class
7 Action; (c) the claims of Class Representative, Lere Garrett, are typical of the claims of the Class; (d)
8 the Class Representative has fairly and adequately protected the interests of the Class; (e) a class action
9 is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel
10 of record for the Class Representative, i.e., Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and
11 Shani Zakay, Esq. of the Zakay Law Group, APLC, (hereinafter “Class Counsel”), are qualified to serve
12 as counsel for the Class Representative and the Class.

13 6. The Court has certified the Class for settlement purposes only, as that term is defined in
14 and by the terms of the Agreement as follows:

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

19 7. The Court deems the definition of Class sufficient for purposes of California Rule of Court
20 3.765(a).

21 8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and
22 Shani Zakay, Esq. of the Zakay Law Group, APLC as Class Counsel for the Class Representative in this
23 Action.

24 9. The Court hereby confirms Plaintiff Lere Garrett as the Class Representative in this
25 Action.

26 10. The Court finds and determines that the terms set forth in the Agreement are fair,
27 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms having
28 found that the Settlement was reached as a result of informed and non-collusive arm’s-length

1 negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted
2 extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate
3 their respective positions. The Court also finds that Settlement will enable the Parties to avoid additional
4 and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
5 litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and
6 recognizes the significant value accorded to the Class.

7 11. The Court further finds and determines that the terms of the Settlement, including the
8 Gross Settlement Amount of Two Hundred Twenty-Five Thousand Dollars and Zero Cents
9 (\$225,000.00) are fair, reasonable and adequate to the Class and to each member of the Class and that
10 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be
11 and hereby are ordered to be consummated. Except as set forth in the Agreement and this Order and
12 Judgment, all members of the Class shall take nothing in the Actions.

13 12. The Parties are authorized, without further approval from the Court, to agree to and adopt
14 such amendments, modifications, and expansions of the Agreement and all exhibits attached thereto
15 which are consistent with this Order and Judgment and do not limit the rights of the Parties or Class
16 Members under the Agreement.

17 13. The Court further finds and determines that Class Counsel satisfied California Labor Code
18 § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private
19 Attorney General Act (“PAGA”) on December 22, 2025.

20 14. The Court finds and determines that the Individual Class Payments to be paid to
21 Participating Class Members as provided for by the Settlement are fair and reasonable. The Court hereby
22 grants final approval to and orders the payment of those amounts be made to the Participating Class
23 Members in accordance with the Agreement.

24 15. The Court finds and determines that the LWDA PAGA Payment (65% of the PAGA
25 Penalties) of \$8,125.00 and the Individual PAGA Payments (35% of the PAGA Penalties) of \$4,375.00
26 in this case are fair, reasonable, and appropriate. The Court hereby grants final approval to and orders
27 that the payment of those amounts be paid in accordance with the Agreement.

28 16. The Court finds and determines that the fees and expenses in administering the Settlement

1 incurred by Apex Class Action LLC in the amount of \$4,740.00 are fair and reasonable. The Court
2 hereby gives final approval to and orders that the payment of that amount in accordance with the
3 Settlement.

4 17. The Court finds and determines the Class Representative Service Payment in an amount
5 of \$10,000.00 to the Class Representative, Lere Garrett, is fair and reasonable. The Court hereby orders
6 the Administrator to make this payment to the Class Representative in accordance with the terms of the
7 Agreement.

8 18. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments
9 submitted by Class Counsel, the Court hereby awards a Class Counsel award in a combined amount of
10 \$99,272.09. This payment is comprised of two components. First, a Class Counsel Fees Payment of
11 \$75,000.00, representing one-third (1/3) of the Gross Settlement Amount. The Class Counsel Fees
12 Payment shall be allocated as follows: 50% to the JCL Law Firm, APC, 50% to the Zakay Law Group,
13 APLC. Notwithstanding the foregoing, the Settlement Administrator shall withhold ten percent (10%)
14 of the Class Counsel Fees Payment (i.e., \$7,500.00) and shall not disburse that amount to Class Counsel
15 until: (a) the distribution process is complete; and (b) the Court has approved a final accounting of the
16 Settlement administration. Upon satisfaction of both conditions, the Settlement Administrator is
17 authorized to release the withheld amount to Class Counsel in accordance with the allocation set forth
18 above. Second, a Class Counsel Litigation Expenses Payment of \$24,272.09 for actually incurred
19 litigation expenses as evidenced by Class Counsel's billing records. The Settlement Administrator shall
20 allocate the Litigation Expenses payment according to Class Counsel's actually incurred litigation
21 expenses as stated and supported in their respective declarations filed in support of this motion. The
22 Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement
23 Administrator to make these payments in accordance with the terms of the Agreement.

24 19. Without affecting the finality of this order or the entry of judgment in any way, the Court
25 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
26 effectuation, and enforcement of this order and the Settlement.

27 20. Neither Defendant nor any related persons or entities shall have any further liability for
28 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided

1 for by the Agreement.

2 21. Neither the making of the Agreement nor the entry into the Agreement constitutes an
3 admission by Defendant, nor is this Order a finding of the validity of any claims in the Action or of any
4 other wrongdoing. Further, the Agreement is not a concession, and shall not be used as an admission of
5 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the
6 terms of the Agreement be construed as an admission or concession by or against Defendant or any
7 related person or entity.

8 22. Nothing in this order shall preclude any action to enforce the Parties' obligations under
9 the Settlement or under this order, including the requirement that Defendant make payments to the
10 Settlement Class Members in accordance with the Settlement.

11 23. The Court hereby enters final judgment in accordance with the terms of the Agreement,
12 the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on March 30,
13 2026, and this order.

14 24. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
15 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff
16 and all Participating Class Members release the Released Parties from all claims that were alleged, or
17 reasonably could have been alleged, based on the facts stated in the operative complaint in the Class
18 Action, as set forth in the Agreement.

19 25. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
20 this Court's Order awarding the payment of Class Counsel's attorneys' fees and litigation expenses.

21 26. Upon completion of administration of the Settlement, the Administrator will provide
22 written certification of such completion to the Court and counsel for the Parties which shall be filed with
23 the Court five (5) court days before the non-appearance compliance hearing set for _____,
24 2026 at a.m., in Dept. 18. At that time, the Administrator shall also submit a final accounting of
25 all Settlement distributions for the Court's approval, upon which the Court will authorize release of the
26 ten percent (10%) attorney's fee holdback to Class Counsel.

27 27. Accordingly, the Motion for Final Approval of Class Action and PAGA Settlement and
28 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative

1 Service Payment are GRANTED.

2
3 IT IS SO ORDERED, ADJUDICATED AND DECREED

4
5 Date: _____, 2026

6 JUDGE OF THE SUPERIOR COURT