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Attorneys for Plaintiffs KEVIN SUDDARTH, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act, and KEVIN LARES individually, and on behalf of other similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

KEVIN SUDDARTH, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act, and KEVIN LARES, individually, and on behalf of other similarly situated employees,

Plaintiffs,

vs.

EMSL ANALYTICAL, INC.; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 24CV090292

Honorable Somnath Raj Chatterjee
Department 21

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Reservation ID:	809904292309
Date:	November 24, 2026
Time:	2:30 p.m.
Dept.:	21
Complaint Filed:	September 4, 2024
FAC Filed:	October 26, 2026
Trial Date:	Not Set

[PROPOSED] ORDER

On November 24, 2026 at 2:30 p.m. in Department 21 of the above-captioned Court located at 1221 Oak Street, Oakland, California 94612, Plaintiffs Kevin Suddarth and Kevin Lares' (together, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Somnath Raj Chatterjee. Blackstone Law, APC appeared on behalf of Plaintiffs and Blank Rome LLP appeared on behalf of Defendant EMSL Analytical, Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

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4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.
>
> (The Class Period is defined as the period from September 4, 2020 through May 14, 2026.)

7. The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, Noam Y. Reiffman, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiffs Kevin Suddarth and Kevin Lares as the representatives of the Class ("Class Representatives").

9. The Court provisionally appoints Phoenix Settlement Administrators to handle the administration of the Settlement ("Settlement Administrator").

10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the Settlement Administrator with the following information about each Class Member: full name, last known mailing address, Social Security number, dates worked for Defendant during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods (collectively referred to as the "Class List") in conformity with the Settlement Agreement. The Class List shall be confidential, shall be transmitted through a secure method, and shall be used by the Settlement Administrator solely for purposes of administering the Settlement, and the Settlement Administrator shall not disclose it to any person or entity other than as necessary to administer the Settlement or as required by Court order.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' right to dispute the Workweeks and/or Pay Periods credited to each of them by submitting a Dispute, and of each Settlement Class Member's right and opportunity to object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. Mail to all Class Members within ten (10) business days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity

with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before the date that is sixty days (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all PAGA Employees will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 21 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA Amount.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Settlement Class Member must submit their Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed and must contain the information that is required, as set forth in the Class

Notice, including and not limited to the grounds for the objection. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

16. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement, and, pursuant to the Parties' April 10, 2026 Joint Stipulation to Remand, the Action shall be re-removed to the United States District Court for the Northern District of California. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context. Neither the Settlement Agreement, nor this Order, nor any negotiations, statements, or filings in furtherance of the Settlement shall be admissible or offered into evidence in this Action or any other action for any purpose, and Defendant shall retain all defenses and objections, including to class certification.

17. Pending the Final Approval Hearing, all proceedings in this Action, other than those necessary to implement and complete the Settlement Agreement, are stayed.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

_____
Honorable Somnath Raj Chatterjee
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Kevin Suddarth, et al. v. EMSL Analytical, Inc.
Superior Court of California for the County of Alameda, Case No. 24CV090292

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Kevin Suddarth ("Plaintiff Suddarth") and Kevin Lares ("Plaintiff Lares") (together, "Plaintiffs") and Defendant EMSL Analytical, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Kevin Suddarth, et al. v. EMSL Analytical, Inc.*, Alameda County Superior Court, Case No. 24CV090292 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"**Class Period**" means the period from September 4, 2020 through May 14, 2026.

"**Class Settlement**" means the settlement and resolution of all Released Class Claims.

"**PAGA Employee(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"**PAGA Period**" means the period from August 30, 2023 through May 14, 2026.

"**PAGA Settlement**" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On August 30, 2024, Plaintiff Suddarth provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Letter"). On September 4, 2024, Plaintiffs commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On October 26, 2026, Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Kevin Suddarth and Kevin Lares as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Karen I. Gold
Noam Y. Reiffman
Marissa A. Mayhood
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. The Parties have stipulated to certification of the Class for settlement purposes only. If the Court does not grant final approval, the Settlement will be of no force or effect, the stipulation to class certification will be void, and the Parties will be returned to their original positions in the litigation. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Six Hundred Thousand Dollars and Zero Cents ($2,600,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed one third (1/3) of the Gross Settlement Amount (i.e., $866,666.67), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty-Five Thousand Dollars and Zero Cents ($45,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) each to Plaintiffs (total, $15,000.00) for their services in the Action; (3) the amount of One Hundred Thirty Thousand Dollars and Zero Cents ($130,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 65% ($84,500.00) ("LWDA Payment") and the remaining 35% ($45,500.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars and Zero Cents ($7,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield

an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From September 4, 2020 through May 14, 2026 (i.e., the Class Period), you are credited as having worked [_____] Workweeks.**
- **From August 30, 2023 through May 14, 2026 (i.e., the PAGA Period), you are credited as having worked [_____] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Suddarth, et al. v. EMSL Analytical, Inc.*, Case No. 24CV090292); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

Absent evidence rebutting the accuracy of Defendant's records, Defendant's records will be presumed to be correct and determinative of the Dispute. If you submit information and/or documents to the contrary, the Settlement Administrator will evaluate them and determine the number of Workweeks and/or Pay Periods to be credited to you. The Settlement Administrator's decision on any Dispute will be final and non-appealable.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be $_____. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be

distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $_____ and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes, Plaintiffs and the State of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802; the applicable Industrial Welfare Commission Wage Order; California Business and Professions Code Sections 17200, *et seq*.; and any other provision of California law based on the factual allegations in the Operative Complaint.

"Released PAGA Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; the applicable Industrial Welfare Commission Wage Order; and any other provision of the California Labor Code or applicable law for which civil penalties may be sought under PAGA based on the factual allegations in the PAGA Letter.

"Released Parties" means Defendant and its current, future, and former, direct and/or indirect, parent companies, subsidiaries, affiliates, and related entities, and each of their respective current and former owners, officers, directors, members, managers, partners, employees, agents, representatives, insurers, predecessors, successors, and assigns, all in their capacity as such. For the avoidance of doubt, Released Parties include any joint employers, co-employers, staffing agencies, or client entities, but only to the extent they acted on behalf of Defendant with respect to the claims alleged in the Action.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one third (1/3) of the Gross Settlement Amount (i.e., $866,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed Forty-Five Thousand Dollars and Zero Cents ($45,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) each to Plaintiffs (total, $15,000.00) ("Enhancement Payments"), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to any other payment(s) that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars and Zero Cents ($7,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be issued your Individual PAGA Payment.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Suddarth, et al. v. EMSL Analytical, Inc.*, Case No. 24CV090292); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees cannot exclude themselves from the PAGA Settlement. PAGA Employees will still be issued an Individual PAGA Payment, and the State of California's release of the Released PAGA Claims will be binding with respect to all PAGA Employees, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Suddarth, et al. v. EMSL Analytical, Inc.*, Case No. 24CV090292); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

If this Class Notice was re-mailed to you, the deadline for you to submit a Request for Exclusion, Notice of Objection, and/or Dispute will be extended fifteen (15) calendar days from the original Response Deadline.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 21 of the Alameda County Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612, on [**date**], at [**time**], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at https://eportal.alameda.courts.ca.gov. After arriving at the website, click the "Searches" tab at the top of the page, then select the Document Downloads link, enter the case number (24CV090292) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator's website at _____ for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.