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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

LINDSEY M. MACK, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

MAYO FOUNDATION FOR MEDICAL
EDUCATION AND RESEARCH, a Minnesota
corporation; MAYO CLINIC, a Minnesota
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: 25CU018710C

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

Date: September 24, 2026

Time: 9:10 a.m.

Judge: Hon. Judy S. Bae

Dept.: C-62

1 This matter having come before the Honorable Judge Judy S. Bae of the Superior Court of the
2 State of California, in and for the County of San Diego, at 9:10 a.m. on September 24, 2026, with the
3 attorneys from the Zakay Law Group, APLC and JCL Law Firm, APC, as counsel for Plaintiff Lindsey
4 M. Mack ("Plaintiff") and the putative class, and counsel from Littler Mendelson, P.C. appearing for
5 Defendants Mayo Foundation for Medical Education and Research and Mayo Clinic (hereinafter
6 "Defendants"). The Court, having carefully considered the briefs, argument of counsel and all the
7 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 Stipulation of Class Action and PAGA Settlement
11 and Release of Claims ("Agreement" or "Settlement Agreement"), a true and correct copy of which is
12 attached to the Declaration of Shani O. Zakay, Esq. as **Exhibit 1**. This is based on the Court's
13 determination that the Settlement is within the range of possible final approval, pursuant to the
14 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule
15 3.769.

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

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendants shall pay is Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00). It appears
20 to the Court on a preliminary basis that the Settlement amount and terms are fair, adequate, and
21 reasonable as to all Class Members when balanced against the probable outcome of further litigation
22 relating to certification, liability, and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid substantial additional
25 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
27 intensive, serious, and non-collusive arm's-length negotiations.

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1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiff seeks a Class Counsel Award in the amount not of not more than One Hundred
8 Sixty-Five Thousand Dollars and Zero Cents (\$165,000.00) comprised of one-third of the Gross
9 Settlement Amount for attorney's fees, currently estimated to be One Hundred Fifty Thousand Dollars
10 and Zero Cents (\$150,000.00) **and** litigation expenses not to exceed Fifteen Thousand Dollars and Zero
11 Cents (\$15,000.00), and a proposed Service Award of not more than Ten Thousand Dollars and Zero
12 Cents (\$10,000.00) to Plaintiff. While these awards appear to be within the range of reasonableness,
13 the Court will not approve the Class Counsel Award or Service Award until the Final Approval Hearing.

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

18 All persons who are or previously were employed by Defendants in
19 California and classified as non-exempt employees who performed work
20 for Defendants at any time during the period beginning January 31, 2021,
21 through December 31, 2025 ("Class Period").

22 7. "Aggrieved Employees" means all persons who are or previously were employed by
23 Defendants in California and classified as non-exempt employees who performed work for Defendants
24 at any time during the period beginning January 31, 2024, through December 31, 2025 ("PAGA
25 Period").

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27 8. The Court concludes that, for settlement purposes only, the Class meets the requirements
28 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is

1 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
2 common questions of law and fact predominate, and there is a well-defined community of interest
3 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
4 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
5 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
6 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
7 to act as counsel for the Class Representative in her individual capacity and as the representative of the
8 Class Members.

9 9. The Court provisionally appoints Plaintiff Lindsey M. Mack as the Class Representative.

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

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

23 12. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator. Within
24 forty-five (45) days after the Preliminary Approval Date, Defendants shall provide the Settlement
25 Administrator with the Class Data, including information regarding Class Members that Defendants
26 will in good faith compile from its records, including each Class Member's full name, last known
27 mailing address, Social Security number, number of Workweeks and PAGA Pay Periods each
28 employee worked in the Class Period and PAGA Period, and start and end dates of employment. No

1 later than fourteen (14) calendar days after receipt of the Class Data, the Settlement Administrator shall
2 mail copies of the Notice Packet to all Class Members via first class U.S. Mail.

3 13. The Court hereby preliminarily approves the proposed procedure for exclusion from the
4 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
5 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from
6 the Settlement as set forth in the Notice Packet. All requests for exclusion must be postmarked or
7 received by the Response Deadline which is forty-five (45) calendar days after the Settlement
8 Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice Packet,
9 not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to
10 opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
11 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
12 comment thereon. Class Members who have not requested exclusion shall be bound by all
13 determinations of the Court, the Agreement, and Judgment.

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

20 15. A Final Approval Hearing shall be held before this Court on 5/28/2022 at 9:10
21 AM/PM in Department C-62 of the San Diego County Superior Court to determine all necessary
22 matters concerning the Settlement, including: whether the proposed settlement of the Class Action on
23 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
24 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
25 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
26 reasonable to the Class; and to finally approve the Class Counsel Award, Service Award, PAGA
27 Payment, and the Settlement Administration Costs. All papers in support of the motion for final
28 approval and the motion for Class Counsel Award and Service Award shall be filed with the Court and

1 served on all counsel no later than sixteen (16) court days prior to the Final Approval Hearing.

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

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

13
14
15 Dated:

9/24/2020

JUDGE OF THE SUPERIOR COURT
JUDY S. BAE