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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN DIEGO**

13 DEA LOGSDON, an individual, on behalf of
14 herself and on behalf of all persons similarly
15 situated,

16 Plaintiff,

17 vs.

18 DIGIRAD IMAGING SOLUTIONS, INC., a
19 Corporation; DIGIRAD CORPORATION, a
20 Corporation; and DOES 1 through 50,
inclusive,

21 Defendants.

Case No.: **37-2024-00006267-CU-OE-CTL**

[Assigned for All Purposed to:
Honorable Matthew C. Braner]

**DECLARATION OF NORMA AYALA OF
APEX CLASS ACTION, LLC, IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 29, 2026

Time: 9:00 a.m.

Dept.: C-60

Complaint Filed: February 9, 2024

Trial Date: None Set

1 I, Norma Ayala, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Dea Logsdon v. Digirad Imaging*
6 *Solutions, Inc., et al.* matter. On behalf of both Apex and myself, I possess the authority to issue this
7 declaration. I am personally acquainted with the information contained herein, and in the event of being
8 summoned to provide testimony, I am fully capable and willing to provide competent testimony
9 regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 75 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*
20 *Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval* in English
21 (referred to as “Class Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving
22 disputes among Class Members regarding the number of workweeks recorded by Defendant during the
23 Class Period, as stated on their individualized Class Notice.; (d) calculating individual settlement award
24 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required
25 by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms;
26 (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
27 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex
28 to perform.

1 4. On December 10, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Class Notice Packet. Apex then generated a draft of the formatted Class Notice Packet, which
3 received approval from the Parties' Counsel before being mailed.

4 5. On December 18, 2025, Counsel for the Defendant provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the dates of
6 employment (hereinafter referred to as "Class Data"). Using the provided dates of employment, Apex
7 calculated each Class Member's workweeks worked during the Class Period and pay periods worked
8 during the PAGA Period. The Class Data was successfully uploaded to our database, where it underwent
9 a thorough review to identify any duplicates or potential inconsistencies. The Class Data consisted of a
10 total of 66 individuals.

11 6. In preparation for the mailing process, all 66 names and addresses listed in the Class List
12 underwent verification and updating against the National Change of Address (NCOA) database
13 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
14 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice
15 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
16 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice
17 Packet. However, in cases where no updated address was found in the NCOA database, the original
18 address provided by Counsel for Defendant was used for the mailing of the Class Notice Packet.

19 7. On January 5, 2026, the Class Notice Packet was sent to all 66 individuals listed in the Class List
20 using U.S First Class Mail. A copy of the mailed Class Notice Packet is attached hereto as **Exhibit A**.

21 8. As of the date of this declaration, our office has received 16 returned Class Notice Packets as
22 undeliverable. Apex conducted a computerized skip trace on the 16 returned Class Notice Packets in
23 order to acquire updated addresses for the purpose of re-mailing the Class Notice Packet. This skip trace
24 effort resulted in obtaining 16 updated addresses, to which we promptly re-mailed the Class Notice
25 Packets via U.S First Class Mail.

26 9. As of the date of this declaration, there have been 16 Class Notice Packets re-mailed as a result
27 of Apex's skip-tracing efforts.

28 10. As of the date of this declaration, 0 Class Notice Packets have been deemed undeliverable.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement was February 19, 2026.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was February 19, 2026.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
6 deadline for submitting a dispute was February 19, 2026.

7 14. As of the date of this declaration, Apex reports 66 Participating Class Members, constituting
8 100% of the total 66 Class Members.

9 15. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 5,370.00. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$86,500.00 and was calculated by subtracting the requested Class Counsel Fees Payment (\$70,000.00),
12 Class Counsel Litigation Expenses Payment (\$21,000.00), the requested Class Representative Service
13 Payment (\$12,500.00), the requested Settlement Administration Costs (\$5,000.00), and the PAGA
14 Penalties (\$15,000.00) from the Gross Settlement Amount (\$210,000.00).

15 16. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
16 be approximately \$3,253.82, the *average* Individual Class Payment is currently estimated to be
17 approximately \$1,310.61, and the *lowest* Individual Participating Class Payment is currently estimated
18 to be approximately \$16.11. A portion of these amounts are subject to employee-side tax and
19 withholdings.

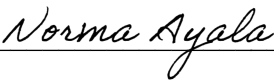
20 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$3,750.00) will be allocated to
21 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
22 cannot opt out of the PAGA settlement. There are 26 Aggrieved Employees who worked a total of 587
23 pay periods during the PAGA Period.

24 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$166.10,
25 the *average* Individual PAGA Payment is approximately \$144.23, and the *lowest* Individual PAGA
26 Payment is approximately \$19.17.

27 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
28 and anticipated expenses, amount to \$5,000.00. Apex will proceed with additional tasks related to this

1 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
2 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
3 upon by the Parties or ordered by the Court for Apex to undertake.

4 I declare under penalty of perjury under the laws of the State of California and the United States
5 that the foregoing is true and correct, and that this Declaration was executed this 27th day of April, 2026
6 in Irvine, California.

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10 NORMA AYALA
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EXHIBIT A

Logsdon v. Digirad Imaging Solutions, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC»

«First_Name» «Last_Name»

«Address_1»

«City», «State» «Zip»

«D

**NOTICE OF PROPOSED SETTLEMENT OF CLASS AND PAGA ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**
**Logsdon v. Digirad Imaging Solutions, Inc., Superior Court of the State of California,
County of San Diego, Case No. 37-2024-00006267-CU-OE-CTL**

***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.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE
CAREFULLY.**

You may be eligible to receive money from an employee class action and California Private Attorneys General Act (“PAGA”) lawsuit (“Action”) against Defendant Digirad Imaging Solutions, Inc. (“Defendant”), for alleged wage and hour violations. The Action is brought by Plaintiff Dea Logsdon (“Plaintiff”) and seeks payment of (1) wages, statutory penalties, and other relief for a Class of all individuals who are or were employed by Defendant as non-exempt employees in the State of California at any time during the Class Period (February 9, 2020 through December 22, 2023) (“Class Members”), and (2) civil penalties under the PAGA for all individuals who are or were employed by Defendant as non-exempt employees in the State of California at any time during the PAGA Period (January 2, 2023 through December 22, 2023) (“Aggrieved Employees”). While Defendant disputes Plaintiff’s claims in the Action and denies all liability, in order to resolve the Action, the Parties have reached a proposed class action and PAGA settlement (“Settlement”).

The Settlement includes the following: (1) a settlement of class claims (“Class Settlement”) and (2) a settlement of PAGA claims (“PAGA Settlement”). If the Court grants final approval of the Settlement, Defendant will pay a gross settlement amount that will be used to fund, among other things: (1) Individual Class Payments to Class Members with respect to the Class Settlement and (2) payment of alleged PAGA Penalties, which will be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees per law.

Based on Defendant’s records and the Parties’ current assumptions, **your share of the settlement of the class claims (referred to as your “Individual Class Payment”) is estimated to be \$«Est_Class_PMT» (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to be \$«Est_PAGA_PMT».** The actual amount you may receive likely will 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 didn’t work for it in California during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Work_Weeks» Workweeks during the Class Period and you worked «PAGA_Pay_Periods» PAGA Pay Periods during the PAGA Period.** If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or do 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 payments under the Settlement and requires Class Members and Aggrieved Employees to release 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 don’t have to do anything to participate in the Settlement and be eligible to receive an Individual Class Payment and/or an Individual PAGA Payment (if any). As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims and PAGA Period civil penalties claims (if any) against Defendant and others as described below in Section 4 below.
- (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, however you will preserve your right to personally pursue wage and hour claims against Defendant. If you are an Aggrieved Employee, opting out of the Class Settlement will have no impact on your status as an Aggrieved Employee. You will still be eligible to receive an Individual PAGA Payment regardless of your participation in the Class Settlement. Overall, you cannot opt-out of the PAGA Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. You will also be eligible to receive an Individual PAGA Payment if you are also an Aggrieved Employee. In exchange, you will give up your right to assert the wage and hour claims against Defendant and others that are covered by this Settlement (namely, the Released Class and PAGA Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is February 19, 2026	If you don't want to fully participate in the Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money as to the Class Settlement (put differently, you will not receive an Individual Class Payment) and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member. Non-Participating Class Members cannot object to any portion of the Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA Settlement. If you are also an Aggrieved Employee and exclude yourself from the Class Settlement, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by February 19, 2026	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the Class 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 and Aggrieved Employees. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on May 29, 2026, at 9:00 a.m., at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 60 before Judge Matthew C. Braner. This hearing may change as explained below in Section 9. You don't 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 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 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by February 19, 2026	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked for Defendant in California during the Class Period and how many PAGA Pay Periods you worked for Defendant in California during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of Pay Periods during the PAGA Period 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 February 19, 2026 . See Section 5 of this Notice

1. Why did I get this Notice?

A proposed class and PAGA action settlement of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the "Court"), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or were employed by Defendant as a non-exempt employee in the State of California at any time during the Class Period (February 9, 2020 through December 22, 2023).

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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 written Class Action and PAGA Settlement Agreement ("Agreement") and agreeing to ask the Court to enter a judgment ending the Action and enforcing the Agreement that memorializes the Settlement reached between the Parties, Plaintiff and Defendant have negotiated a resolution that is subject to the Court's Final Approval. Both sides agree the Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any of Plaintiff's claims or allegations. 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 Plaintiff's claims and strength of Defendant's defenses, and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members. The Court preliminarily approved the Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine whether to grant final approval of the Settlement.

2. What is this class action lawsuit about?

On February 9, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego (“Class Action”). The Class Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime and doubletime wages, failure to provide required meal periods, failure to provide required rest breaks, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to timely provide wages due during employment, failure to timely pay all wages due upon cessation of employment, and failure to pay sick wages. On July 8, 2024, Plaintiff filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties and other monies pursuant to the PAGA, Cal. Labor Code §§ 2698, et seq., in the Superior Court of the State of California, County of San Bernardino (“PAGA Action”).

On October 17, 2025, Plaintiff filed a Second Amended Class Action Complaint in the Class Action which added the claims in the PAGA Action to the Class Action. This Second Amended Class Action Complaint in the Class Action is referred to as the “Operative Complaint”. Plaintiff has since dismissed the PAGA Action (i.e., Plaintiff’s PAGA lawsuit that was pending in San Bernardino Superior Court, since the claims in the PAGA Action are now venued and pending in San Diego Superior Court alongside her Class Action claims in the Action).

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiff, the Class Members, and the Aggrieved Employees were, at all times, properly compensated under California law; that Plaintiff, the Class Members, and Aggrieved Employees were provided with meal periods and rest breaks in compliance with California law; Defendant did not fail to pay to Plaintiff, the Class Members, and the Aggrieved Employees wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties or monies sought or that could have been sought in the Operative Complaint; or that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on December 5, 2025. At that time, the Court also preliminarily approved Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant and the risk of litigation (such as Plaintiff not succeeding, in or whole part, on the Action and, if not successful, possibly being subject to owing Defendant’s litigation costs), the Parties concluded that it is in their best interests and the interests of the Class, the LWDA, and the Aggrieved Employees to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation conducted by a third party neutral and arm’s-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members, the LWDA, and the Aggrieved Employees.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as or amount to an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount will be used to pay the Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay employer-side payroll taxes within fifteen (15) days of the Effective Date. The Effective Date is the date the judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the judgment is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Participating Class Members. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$5,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing requests for exclusions and disputes, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$70,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$21,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payment.** A Class Representative Service Payment in an amount not more than \$12,500 to the named plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$15,000 relating to Plaintiff’s claims under PAGA, 75% (\$11,250) of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining 25% (\$3,750) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ total 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day in California during

the PAGA Period. The PAGA Period is January 2, 2023 through December 22, 2023.

Note, referring to the allocation of the Gross Settlement Amount to resolve Plaintiff's PAGA claims as "PAGA Penalties" should not be misconstrued or misinterpreted as an admission or agreement by Defendant that Plaintiff's PAGA claims have any merit or that any civil penalties are due and owed. Rather, the term "PAGA Penalties" is simply being used to describe the amount of the Gross Settlement Amount being allocated to resolve Plaintiff's PAGA claims and has no meaning or significance beyond that.

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

Calculation of Individual Class Payments to Participating Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion (the "Net Settlement Amount") shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$86,500.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member shall be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period for Defendant in California and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day in California. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Thirty Percent (30%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on an IRS Form W-2. Seventy Percent (70%) of each Participating Class Member's Individual Class Payment is to settle non-wage claims and requests for interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment and Individual PAGA Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering a judgment.

The 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.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release the Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that are alleged in the Operative Complaint or reasonably could have been alleged in the Operative Complaint based on the allegations stated in the Operative Complaint as to the Class Period. These claims include Unfair Competition in Violation of the California Business & Professions Code Sec. 17200, et seq., failure to pay minimum wages, failure to pay overtime (and doubletime) wages, failure to provide required meal periods and/or meal period premiums, failure to provide required rest breaks and/or rest break premiums, failure to provide accurate itemized wage statements, failure to reimburse business expenses, failure to pay all wages due upon cessation of employment, failure to pay all wages due and owed during employment, and failure to pay sick wages. Except as expressly set forth in the Agreement, Participating Class Members do not release, by participating in this settlement, any other claims, including claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for relief under the PAGA (including civil penalties) that are and/or were alleged in the Operative Complaint, the PAGA Action, and/or any PAGA Notice(s) or letter(s) issued by Plaintiff to the LWDA, or that could have been alleged in the Operative Complaint, the PAGA Action, and/or any PAGA Notice(s) or letter(s) issued by the Plaintiff to the LWDA based on the allegations set forth in any of them for the PAGA Period.

Released Parties. Released Parties are defined as: Defendant and each of its former and present directors, officers, shareholders, owners, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, parents, any company or entity that could have been considered

or alleged to be a joint employer with Defendant as to the Class Members during the Class Period and/or as to the Aggrieved Employees during the PAGA Period, Digirad Corporation, and MD Office Solutions.

5. How much will my payment be?

Defendant's records reflect that you worked «Work_Weeks» Workweeks during the Class Period (February 9, 2020 through December 22, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$«Est_Class_PMT».

[Defendant's records reflect that you worked «PAGA_Pay_Periods» PAGA Pay Periods during the during the PAGA Period (January 2, 2023 through December 22, 2023). Based on this information your estimated Individual PAGA Payment is \$«Est_PAGA_PMT».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is **February 19, 2026**. You may also fax the dispute to (949) 989-4428 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To receive money from the Settlement, you do not have to do anything. A check for your Individual Class Payment and Individual PAGA Payment (if any) will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is Apex Class Action, 1-800-355-0700.

The Court will hold a Final Approval Hearing on May 29, 2026, at 9:00 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately a month after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by the terms of the Class Settlement, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Class Members who are also Aggrieved Employees who opt out of the Class Settlement will still be paid their Individual PAGA Payment and will be bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is **February 19, 2026**. You may also fax your request to opt out to (949) 989-4428 or email to claims@apexclassaction.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Logsdon v. Digirad Imaging Solutions, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Logsdon v. Digirad Imaging Solutions, Inc.*, Case No. 37-2024-00006267-CU-OE-CTL. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is PO Box 54668. Irvine, CA 92619. Written requests for exclusion that are postmarked after **February 19, 2026**, or are incomplete or unsigned will be rejected, and those Class Members will be considered Participating Class Members and be bound by the Settlement and the releases described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Class Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for May 29, 2026, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the Settlement is fair, and a request 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 Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Logsdon v. Digirad Imaging Solutions* or on the Court's website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2024-00006267.

A Participating Class Member who disagrees with any aspect of the Agreement (aside from the PAGA Settlement), the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payments may wish to object, for example, that the Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is February 19, 2026.** You may also fax the dispute to (949) 989-4428 or email to claims@apexclassaction.com. 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, *Logsdon v. Digirad Imaging Solutions, Inc.*, Case No. 37-2024-00006267-CU-OE-CTL, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Apex Class Action
claims@apexclassaction.com
PO Box 54668.

Irvine, CA 92619

Telephone Number: 1-800-355-0700

Fax Number: (949) 989-4428

Website: www.apexclassaction.com/digiradimagingsolutionsinc

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Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at his/her 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. If you do wish to appear at the hearing, check the Court’s website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties’ counsel are as follows:

<u>CLASS COUNSEL:</u> Kyle Nordrehaug Blumenthal Nordrehaug Bhowmik DeBlouw LLP 2255 Calle Clara La Jolla, CA 92037 Tel.: (858) 551-1223 Fax: (858) 551-1232 E-Mail: kyle@bamlawca.com	<u>COUNSEL FOR DEFENDANT:</u> Justin M. Michitsch Gordon Rees Scully Mansukhani, LLP 101 West Broadway, Suite 2000 San Diego, CA 92101 Tel.: 619-230-7438 E-Mail: jmichitsch@grsm.com
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9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on May 29, 2026, in Department 60 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Matthew C. Braner. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys’ fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court’s website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>.

It’s possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel’s website at www.bamlawca.com under “Class Notices” for *Logsdon v. Digirad Imaging Solutions*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2024-00006267.

10. How Can I Get More Information?

You may call the Administrator at 1-800-355-0700 or write to *Logsdon v. Digirad Imaging Solutions* Administrator, c/o Apex Class Action.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval and for attorneys’ fees and costs or other Settlement documents by going to Class Counsel’s website at www.bamlawca.com under “Class Notices” for *Logsdon v. Digirad Imaging Solutions*, where these documents will be posted as they become available. You may also get more details by examining the Court’s file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2024-00006267. If you wish to view the Court files in person, you must go to the Clerk’s Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.