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

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

17 Plaintiff,

18 vs.

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

23 Defendants.

CASE NO.: **37-2024-00006267-CU-OE-CTL**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: December 5, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Matthew C. Braner
Dept.: 60

Date Action Filed: February 9, 2024
Trial Date: Not set

1 This matter has come before the Honorable Matthew C. Braner of the Superior Court of
2 the State of California, in and for the County San Diego, on December 5, 2025, for the motion by
3 Plaintiff Dea Logsdon (“Plaintiff”) for preliminary approval of the class and PAGA settlement
4 with Defendant Digirad Imaging Solutions, Inc. (“Defendant”). The Court, having considered the
5 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
6 hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
7 Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
11 Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement.
12 This is based on the Court’s determination that the Settlement set forth in the Agreement is within
13 the range of possible final approval, pursuant to the provisions of Section 382 of the California
14 Code of Civil Procedure and California Rules of Court, rule 3.769.

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

17 3. The Gross Settlement Amount is Two Hundred Ten Thousand Dollars and Zero
18 Cents (\$210,000.00). It appears to the Court on a preliminary basis that the settlement amount and
19 terms are fair, adequate and reasonable as to all potential Class Members when balanced against
20 the probable outcome of further litigation and the significant risks relating to certification, liability
21 and damages issues. It further appears that investigation and research have been conducted such
22 that counsel for the Parties are able to reasonably evaluate their respective positions. It further
23 appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of
25 the Action. It further appears that the Settlement has been reached as the result of serious and
26 non-collusive, arms-length negotiations. The Court therefore preliminarily finds that the

1 Settlement is fair, adequate, and reasonable when balanced against the probable outcome of
2 further litigation and the significant risks relating to certification, liability, and damages issues.

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$21,000, and
5 proposed Class Representative Service Payment to Plaintiff in an amount not to exceed \$12,500.
6 The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service
7 award, until the Final Approval Hearing.

8 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
9 certification of a class for settlement purposes only. This stipulation will not be deemed
10 admissible in this or any other proceeding should this Settlement not become final. For settlement
11 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
12 were employed by Defendant as a non-exempt employee in the State of California at any time
13 during the Class Period." The Class Period is February 9, 2020 through December 22, 2023.

14 6. The Court concludes that, for settlement purposes only, the Class meets the
15 requirements for certification under section 382 of the California Code of Civil Procedure in that:
16 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
17 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
18 community of interest amongst the members of the Class with respect to the subject matter of the
19 litigation; (c) the claims of Plaintiff are typical of the claims of the members of the Class; (d)
20 Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class
21 action is superior to other available methods for the efficient resolution of this controversy; and (f)
22 counsel for the Class is qualified to act as counsel for the Class and Plaintiff is an adequate
23 representative of the Class.

24 7. The Court recognizes that Plaintiff and Defendant stipulate and agree that the group
25 of Aggrieved Employees subject to the Settlement is manageable for settlement purposes only.
26 The group of Aggrieved Employees subject to the Settlement is defined as: "all individuals who
27 are or were employed by Defendant as a non-exempt employee in the State of California at any
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1 time during the PAGA Period.” The PAGA Period means the period of time from January 2, 2023
2 through December 22, 2023.

3 8. The Court provisionally appoints Plaintiff as the representative of the Class. The
4 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel
5 for the Class.

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

17 10. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
18 than fifteen (15) days after preliminary approval of the Settlement by the Court, Defendant shall
19 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
20 will perform address updates and verifications as necessary prior to the mailing of the Class
21 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
22 receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class
23 Members (and Aggrieved Employees) via first-class U.S. Mail. Before mailing Class Notices, the
24 Administrator shall update Class Member addresses using the National Change of Address
25 database.

26 11. The Court hereby preliminarily approves the proposed procedure for exclusion
27 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
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1 from the Class as provided in the Class Notice by following the instructions for requesting
2 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
3 postmarked by no later than the Response Deadline, which is forty-five (45) calendar days after
4 the date of the mailing of the Class Notice and be received by the Administrator. If the Class
5 Notice Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any
6 such person who chooses to opt out of and be excluded from the Class will not be entitled to any
7 recovery under the Class Action aspect of the Settlement and will not be bound by the class
8 portion of the Settlement or have any right to object, appeal or comment thereon. Class Members
9 who have not requested exclusion shall be bound by all determinations of the Court, the
10 Agreement, and the Judgment. A Request for Exclusion may only opt out that particular
11 individual, and any attempt to effect an opt out of a group, class, or subclass of individuals is not
12 permitted and will be deemed invalid. Subject to the Court's final approval of the Settlement,
13 each Aggrieved Employee will be paid his/her allocation of the PAGA Penalties and will remain
14 bound by the release of the Released PAGA Claims, even if also deemed to be a Class Member
15 who opts out of the class aspect of the Settlement.

16 12. Any Class Member who has not opted out ("Participating Class Member") may
17 appear at the final approval hearing and may object or express their views regarding the
18 Settlement and may present evidence and file briefs or other papers that may be proper and
19 relevant to the issues to be heard and determined by the Court as provided in the Notice.
20 Participating Class Members will have until the Response Deadline, which is forty-five (45)
21 calendar days from the date of the mailing of the Class Notices, to submit their written objections
22 to the Administrator in accordance with the instructions in the Class Notice. If the Class Notice
23 Packet is re-mailed, the Response Deadline for written objections will be extended an additional
24 14 days. Alternatively, Participating Class Members may appear at the Final Approval Hearing to
25 make an oral objection.

26 13. A Final Approval Hearing shall be held before this Court on May 28, 2026, at 9:00
27 a.m. in Department 60 at the San Diego County Superior Court to determine all necessary matters
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1 concerning the Settlement, including: whether the proposed settlement of the Action on the terms
2 and conditions provided for in the Agreement is fair, adequate and reasonable and should be
3 finally approved by the Court; whether the Final Approval Order and Judgment should be entered
4 herein; whether the plan of allocation contained in the Agreement should be approved as fair,
5 adequate and reasonable to the Class Members, Aggrieved Employees, and California Labor
6 Workforce Development Agency and to finally approve attorneys' fees and costs, the service
7 award, and the expenses of the Administrator. All papers in support of the motion for final
8 approval and for attorneys' fees, costs and service awards, to be heard at the Final Approval
9 Hearing, shall be filed with the Court and served on all counsel no later than sixteen (16) court
10 days before the hearing.

11 14. Neither the Settlement nor any exhibit, document, or instrument delivered
12 thereunder shall be construed as a concession or admission by Defendant in any way that the
13 claims asserted have any merit or that this Action was properly brought as a class or representative
14 action, and shall not be used as evidence of, or used against Defendant as, an admission or
15 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
16 omission by Defendant or with respect to the truth of any allegation asserted by any person.
17 Defendant has denied that it has done anything wrong and disputes all the claims in this Action.
18 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
19 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
20 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
21 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
22 evidence of a presumption, concession, indication or admission by Defendant of any liability,
23 fault, wrongdoing, omission, concession or damage.

24 15. In the event the Settlement does not become effective in accordance with the terms
25 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
26 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
27 and the Parties shall revert to their respective positions as of before entering into the Agreement,
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1 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
2 including all available defenses and affirmative defenses, and arguments that any claim in the
3 Action could not be certified as a class action and/or managed as a representative action. In such
4 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
5 referred to in litigation for any purpose.

6 16. The Court reserves the right to adjourn or continue the date of the final approval
7 hearing and all dates provided for in the Agreement without further notice to Class Members and
8 retains jurisdiction to consider all further applications arising out of or connected with the
9 proposed Settlement.

10 17. The Action is stayed and all trial and related pre-trial dates, if any, are vacated,
11 subject to further orders of the Court at the Final Approval Hearing.

12 **IT IS SO ORDERED.**

13
14 Dated: _____

HON. MATTHEW C. BRANER
JUDGE, SUPERIOR COURT OF CALIFORNIA