

F I L E D
San Diego Superior Court
Central Division

AUG 22 2025

Clerk of the Superior Court
By: A. Yim, Deputy

1 Jonathan M. Genish, SBN 259031
2 Barbara DuVan-Clarke, SBN 259268
3 BDC@blackstonepc.com
4 Danielle Ling GruppChang, SBN 313881
5 dgruppchang@blackstonepc.com
6 P.J. Van Ert, SBN 234858
7 pjvanert@blackstonepc.com
8 Annabel Blanchard, SBN 258135
9 abanchard@blackstonepc.com
10 **BLACKSTONE LAW, APC**
11 8383 Wilshire Boulevard, Suite 745
12 Beverly Hills, California 90211
13 Tel: (310) 622-4278 / Fax: (855) 786-6356

9 Attorneys for Plaintiff Bryan Zuniga

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN DIEGO**

13 BRYAN ZUNIGA, individually and on behalf
14 of others similarly situated,

14 vs.

15 INOVA DIAGNOSTICS, INC., a California
16 corporation; WERFEN USA LLC, a
17 Massachusetts limited liability company; and
18 DOES 1 through 25, inclusive,

18 Defendants.

Case No. 37-2023-00055201-CU-OE-CTL
(Consolidated With Case No.: 37-2024-
00007407-CU-OE-CTL)

Honorable Katherine Bacal
Department C-63

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

Date: August 22, 2025
Time: 11:00 a.m.
Dept.: C-63

Complaint Filed: December 21, 2023
Trial Date: Not Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REVISED PROPOSED] ORDER

On August 22, 2025 at 11:00 a.m. in Department C-63 of the above-captioned Court located at 330 West Broadway, San Diego, California 92101, Plaintiff Bryan Zuniga’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Katherine Bacal. Blackstone Law, APC appeared on behalf of Plaintiff and Morrison & Foerster LLP appeared on behalf of Defendants Inova Diagnostics, Inc. and Werfen USA LLC (“Defendants”).

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

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Class and PAGA Settlement Agreement and Release attached as Exhibit 3 to the Declaration of Annabel Blanchard in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement and Amendment No. 1 to the Class and PAGA Settlement Agreement and Release attached as Exhibit 3 to the Supplemental Declaration of Annabel Blanchard in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (together, the “Settlement” or “Settlement Agreement”). 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

1 non-collusive, arms-length negotiations, and was entered into in good faith.

2 4. The Court preliminarily finds that the Settlement, including the allocations for the Fee
3 and Expense Award, Enhancement Payment, LWDA Payment, Settlement Administration Costs, and
4 payments to the Settlement Class Members and PAGA Group Members provided for in the Settlement
5 Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be
6 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
7 granted as part of the Settlement and preliminarily finds that the monetary settlement awards made
8 available to the Settlement Class Members and PAGA Group Members are fair, adequate, and
9 reasonable when balanced against the probable outcome of further litigation relating to certification,
10 liability, and damages issues and are consistent with the requirements of California Labor Code §
11 2699(1).

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

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

23 All current and former hourly-paid and/or non-exempt employees of Inova in the
24 State of California at any time during the Settlement Period.

25 (The Settlement Period is defined as the period from December 21, 2019 through
26 April 15, 2025.)

26 7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, P.J.
27 Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for the Class ("Class Counsel").

28 8. The Court provisionally appoints Plaintiff Bryan Zuniga as the representative of the

1 Class (“Class Representative”).

2 9. The Court provisionally appoints Apex Class Action LLC to handle the administration
3 of the Settlement (“Settlement Administrator”).

4 10. Within fifteen (15) business days after entry of this Order, Defendants will provide the
5 Settlement Administrator with the following information about each Class Member: (i) name, (ii) last
6 known residence address, (iii) last four (4) digits of his or her Social Security number, (iv) dates of
7 employment, (v) individual number of Class Work Weeks during the Settlement Period, and (vi)
8 individual number of PAGA Pay Periods during the PAGA Period (if applicable) in conformity with
9 the Settlement Agreement.

10 11. The Court approves, both as to form and content, the Notice of Settlement of Class
11 Action (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class
12 Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice
13 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
14 of Class Members’ right to be excluded from the Class Settlement by submitting a Request for
15 Exclusion, of Class Members’ and PAGA Members’ right to dispute the Class Work Weeks and/or
16 PAGA Pay Periods credited to each of them by submitting a Work Weeks Dispute, and of each
17 Settlement Class Member’s right and opportunity to object to the Class Settlement by submitting an
18 objection to the Settlement Administrator in writing or appearing at the Final Approval Hearing and
19 presenting an objection orally. The Court further finds that distribution of the Class Notice
20 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all
21 other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process
22 and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders
23 the Settlement Administrator to mail the Class Notice in English and Spanish by First-Class U.S. Mail
24 to all Class Members no later than five (5) calendar days following receipt of the class information
25 listed in the paragraph above, pursuant to the terms set forth in the Settlement Agreement.

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

1 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
2 before the date that is forty-five (45) calendar days from the date of initial mailing of the Class Notice,
3 or such other date set by the Court in the Preliminary Approval Order (“Notice Response Deadline”).
4 Any such person who timely and validly chooses to opt out of, and be excluded from, the Class
5 Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by
6 the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all PAGA
7 Group Members will be bound by the PAGA Settlement and issued their PAGA Settlement Award,
8 irrespective of whether they submit a Request for Exclusion. Class Members who do not submit a
9 timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the
10 Settlement Agreement and any final judgment based thereon.

11 13. A Final Approval Hearing shall be held before this Court on
12 2/27/26 at 1:30 am/p.m. in Department C-63 of the San Diego
13 County Superior Court, located at 330 West Broadway, San Diego, California 92101, to determine all
14 necessary matters concerning the Settlement, including: whether the proposed settlement of the action
15 on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should
16 be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
17 herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate,
18 and reasonable to the Class Members and PAGA Group Members; and determine whether to approve
19 the requests for the Fee and Expense Award, Enhancement Payment, Settlement Administration Costs,
20 and allocation for the PAGA Settlement Amount.

21 14. Class Counsel shall file a motion for final approval of the Settlement and for Fee and
22 Expense Award, Enhancement Payment, and Settlement Administration Costs, along with the
23 appropriate declarations and supporting evidence, including the Settlement Administrator’s
24 declaration, by code, to be heard at the Final Approval Hearing.

25 15. To object to the Class Settlement, a Settlement Class Member must submit their written
26 objection to the Settlement Administrator on or before the Notice Response Deadline. The objection
27 must be signed and must contain the information that is required, as set forth in the Class Notice,
28 including and not limited to the grounds for the objection. Settlement Class Members, individually or

1 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
2 whether they have submitted a written objection.

3 16. In the event the Settlement does not become effective in accordance with the terms of
4 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
5 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
6 the Parties shall revert back to their respective positions as of before entering into the Settlement
7 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
8 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

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

13 **IT IS SO ORDERED.**

14
15 Dated: _____

8/22/25

16 

17 Honorable Katherine Bacal
18 Judge of the Superior Court
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

1 Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks,
2 among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business
expenses, restitution, penalties, interest, and attorneys' fees and costs.

3 Defendants deny all of the allegations in the Action or that it violated any law.

4 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 Class and PAGA Settlement Agreement and Release
("Settlement" or "Settlement Agreement").

5 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The
6 Court has appointed Apex Class Action as the administrator of the Settlement ("Settlement Administrator"),
Plaintiff Bryan Zuniga as representative of the Class ("Class Representative"), and the following Plaintiff's
7 attorneys as counsel for the Class ("Class Counsel"):

8 Jonathan M. Genish
Barbara DuVan-Clarke
9 P.J. Van Ert

Annabel Blanchard

Blackstone Law, APC

10 8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

11 Tel: (310) 622-4278 / Fax: (855) 786-6356

12 If you are a Class Member, you need not take any action to receive a Class Settlement Award, but you have the
opportunity to request exclusion from the Class Settlement (in which case you will not receive a Class
13 Settlement Award), object to the Class Settlement, and/or dispute the Class Work Weeks and/or PAGA Pay
Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a
14 PAGA Group Member, you do not need to take any action to receive a PAGA Settlement Award; you will not
have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Group Members
15 will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

16 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 Defendants that the claims in the Action have merit or that
17 Defendants have any liability to Plaintiff, Class Members, or PAGA Group Members. Plaintiff and Defendants,
and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side
18 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 Group Members.
19

20 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

21 **A. Settlement Formula**

22 The total gross settlement amount is Three Million, Eighty-Nine Thousand, Five Hundred Dollars (\$3,089,500)
(the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to
23 Class Members is referred to as the "Net Settlement Sum." The Net Settlement Sum will be the Gross Settlement
Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an
24 amount not to exceed thirty-five (35%) of the Gross Settlement Amount (i.e., \$1,081,325), and reimbursement
of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars (\$30,000) to Class
25 Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff
for his services in the Action; (3) the amount of One Hundred Thousand Dollars (\$100,000) allocated toward
26 civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid
75% (\$75,000) ("LWDA Payment") and the remaining 25% (\$25,000) will be distributed to PAGA Group
27 Members ("PAGA Fund"); (4) Settlement Administration Costs in an amount not to exceed Nine Thousand
Dollars (\$9,000) to the Settlement Administrator; and (5) Employer-side Withholdings and Taxes.
28

1 Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net
2 Settlement Sum (“Class Settlement Award”) based on the number of weeks during the Settlement Period that a
3 Class Member was employed by Inova in California for at least one day as a non-exempt employee (“Class
4 Work Weeks”). The Settlement Administrator has divided the Net Settlement Sum by the Class Work Weeks
5 of all Class Members, arriving at a per Class Work Week value, and multiplied each Class Member’s individual
6 Class Work Weeks by the Class Work Week value to yield the Class Settlement Award (plus their Withholdings
7 and Taxes) that each Class Member may be entitled to receive under the Class Settlement (which is listed in
8 Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement
9 Class Members”) will be issued their final Class Settlement Awards.

6 The Class Settlement Awards shall be allocated 30% to wages, subject to Withholdings and Taxes, and 70% to
7 interest, penalties, and non-wage damages. Each Class Settlement Award will be subject to reduction for the
8 employee’s and employer’s share of payroll taxes and withholdings with respect to the wages portion of the
9 Class Settlement Awards resulting in a net payment to the Settlement Class Member.

9 PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of
10 the PAGA Fund (“PAGA Settlement Award”) based on the number of pay periods during the PAGA Period
11 that a PAGA Group Member was employed by Inova in California for at least one day as a non-exempt
12 employee. (“PAGA Pay Periods”). The Settlement Administrator has divided the PAGA Fund, i.e., 25% of the
13 PAGA Settlement Amount, by the Pay Periods of all PAGA Group Members to yield the “PAGA Pay Period
14 Value,” and multiplied each PAGA Group Member’s individual Pay Periods by the Pay Period Value to yield
15 each PAGA Group Member’s PAGA Settlement Award.

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

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

18 **B. Your Work Weeks and Pay Periods (if applicable) Based on Defendant’s Records**

19 According to Defendant’s records:

- 20 • **From December 21, 2019, through April 15, 2025 (i.e., the Settlement Period), you are credited
21 as having worked [] Class Work Weeks.**
- 22 • **From December 13, 2022, through April 15, 2025 (i.e., the PAGA Period), you are credited as
23 having worked [] PAGA Pay Periods.**

23 If you wish to dispute the Class Work Weeks and/or PAGA Pay Periods credited to you, you must submit your
24 dispute in writing to the Settlement Administrator (“Work Weeks Dispute”). The Work Weeks Dispute must:
25 (a) contain the case name and number of the Action (*Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, Case No.
26 37-2023-00055201-CU-OE-CTL); (b) contain your full name, signature, address, telephone number, and the
27 last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Class Work
28 Weeks and/or PAGA 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 [Notice Response Deadline]**.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C. Your Estimated Class Settlement Award and PAGA Settlement Award (if applicable)

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

Under the terms of the Settlement, your Class Settlement Award is estimated to be \$ [REDACTED]. The Class Settlement Award is subject to reduction for the employee’s and employer’s share of taxes and withholdings with respect to the wages portion of the Class Settlement Award 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 PAGA Settlement Award is estimated to be \$ [REDACTED] 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 Class Settlement Award and PAGA Settlement Award (if applicable) reflected in this Class Notice are only estimates. Your actual Class Settlement Award and PAGA Settlement Award (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff 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 Claims.

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

“Released Claims” means all claims, debts, liabilities, demands, obligations, damages, and actions or causes of action of any kind, including wage and hour claims related to allegations of failure to pay overtime wages, failure to pay minimum wages, failure to provide meal and rest periods, failure to pay meal and rest period premiums, failure to timely pay wages, failure to pay all wages at time of discharge, failure to provide accurate wage statements, failure to keep complete and accurate payroll records, and failure to reimburse necessary business-related expenses, arising during the Settlement Period and that were alleged in the Putative Class Complaint, the PAGA Complaint, or the PAGA Notice or could have reasonably been alleged against any of the Released Parties based on the facts alleged in any of the Complaints or the PAGA Notice. Specifically, for the Settlement Class Members, released claims include, without limitation, claims under Labor Code sections 201-204, 210, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 et seq.; Business and Professions Code section 17200 et seq.; and Code of Civil Procedure section 1021.5.

“Released PAGA Claims” means all claims that were or could have been asserted pursuant to PAGA arising out of or related to the Released Claims arising during the PAGA Period. Specifically, for the PAGA Group, released PAGA claims include those based on, without limitation, alleged violations of Labor Code sections 201-204, 210, 226(a), 226.7, 510, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 et seq.

“Released Parties” means Defendants; each of their respective present, former, or future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns; each of its respective present, past, or future officers, directors, employees, partners (both general and limited), shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives; and any other individual or entity which could be liable for any of the Released Claims or Released PAGA Claims.

1 **E. Fee and Expense Award to Class Counsel**

2 Class Counsel will seek attorneys' fees in an amount not to exceed One Million Eighty-One Thousand Three
3 Hundred Twenty-Five Dollars (\$1,081,325) of the Gross Settlement Amount (i.e., \$3,089,500) and
4 reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000)
5 (collectively, "Fee and Expense Award"), subject to approval by the Court. The Fee and Expense Award granted
6 by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action
7 on behalf of Plaintiff, Class Members, and PAGA Group Members on a contingency fee basis (that is, without
8 being paid any money to date) and has been paying all litigation costs and expenses.

9 **F. Enhancement Payment to Plaintiff**

10 Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) ("Enhancement Payment), in recognition of
11 his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement
12 Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Class
13 Settlement Award and PAGA Settlement Award that he is entitled to under the Settlement.

14 **G. Settlement Administration Costs to Settlement Administrator**

15 Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars (\$9,000)
16 ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including
17 and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for
18 Exclusion, Objections, and Work Weeks Disputes, calculating Allocations, Class Settlement Awards, and
19 PAGA Settlement Awards, and distributing payments and tax forms under the Settlement, and shall be paid
20 from the Gross Settlement Amount, subject to approval by the Court.

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

22 **A. Participate in the Settlement**

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

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

30 If you are a PAGA Group Member and the Court grants final approval of the Settlement, you will automatically
31 be included in the PAGA Settlement and issued your PAGA Settlement Award. This means you will be bound
32 by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and
33 you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.
34 As a Class Member and PAGA Group Member (if applicable), you will not be separately responsible for the
35 payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event
36 you will be responsible for your own attorney's fees and expenses.

37 **B. Request Exclusion from the Class Settlement**

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

40 Apex Class Action
41 18 Technology Dr.
42 Irvine, CA 92618
43 (800) 355-0700
44 Fax (949) 878-3536

1 A Request for Exclusion must: (a) contain the case name and number of the Action (*Bryan Zuniga v. Inova*
2 *Diagnostics, Inc., et al.*, Case No. 37-2023-00055201-CU-OE-CTL); (b) contain your full name, signature,
3 address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do
4 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 [Notice Response Deadline]**.

5 If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request
6 for Exclusion will not be issued a Class Settlement Award, will not be bound by the Class Settlement (and the
7 release of Released Claims described in Section III.D above), and will not have any right to object to, appeal,
8 or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for
9 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 Group Members will be bound to the PAGA Settlement
(and the release of Released PAGA Claims described in Section III.D above) and will still be issued a PAGA
Settlement Award, irrespective of whether they submit a Request for Exclusion.

10 **C. Object to the Class Settlement**

11 You can object to the Class Settlement, as long as you have not submitted a Request for Exclusion, by
12 submitting a written objection (“Objection”) to the Settlement Administrator.

13 The Objection must: (a) contain the case name and number of the Action (*Bryan Zuniga v. Inova Diagnostics,*
14 *Inc., et al.*, Case No. 37-2023-00055201-CU-OE-CTL); (b) contain your full name, signature, address,
15 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**
[Notice Response Deadline].

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

18 **V. FINAL APPROVAL HEARING**

19 The Court will hold a Final Approval Hearing in Department C-63 of the San Diego County Superior Court,
20 located at 330 West Broadway, San Diego, CA 92101, 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 Fee and Expense Award to Class Counsel, Enhancement Payment to Plaintiff, and Settlement
Administration Costs to the Settlement Administrator.

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

24 **VI. ADDITIONAL INFORMATION**

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

27 You may view the Settlement Agreement and other documents filed in the Action by consulting the Court’s
28 Register of Actions website by going to <https://odyroa.sdcourt.ca.gov/>, and entering the case number for the
Action, 37-2023-00055201-CU-OE-CTL. Documents filed in the Action can be previewed and purchased for
a fee on the Court’s Register of Actions website. You may also review filed documents in person at the Superior

1 Court of California, County of San Diego, Hall of Justice at 330 West Broadway, San Diego, CA 92101,
2 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

3 You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Action.

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

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

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28