

1 **ZAKAY LAW GROUP, APLC**  
2 Shani O. Zakay (State Bar #277924)  
3 [shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
4 Eden Zakay (State Bar #339536)  
5 [eden@zakaylaw.com](mailto:eden@zakaylaw.com)  
6 Rachel Newman (State Bar #350826)  
7 [rachel@zakaylaw.com](mailto:rachel@zakaylaw.com)  
8 Jaclyn Joyce (State Bar #285124)  
9 [jaclyn@zakaylaw.com](mailto:jaclyn@zakaylaw.com)  
10 5440 Morehouse Drive, Suite 3600  
11 San Diego, CA 92121  
12 Telephone: (619) 255-9047

8 **JCL LAW FIRM, APC**  
9 Jean-Claude Lapuyade (State Bar #248676)  
10 [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
11 Perssia Razma (State Bar #351398)  
12 [prazma@jcl-lawfirm.com](mailto:prazma@jcl-lawfirm.com)  
13 5440 Morehouse Drive, Suite 3600  
14 San Diego, CA 92121  
15 Telephone: (619) 599-8292

14 Attorneys for Plaintiff OSVALDO PALOMARES JR.

15 [*Additional Counsel Listed on Next Page*]

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **IN AND FOR THE COUNTY OF SAN DIEGO**

18 OSVALDO PALOMARES JR., individually,  
19 and on behalf of other members of the general  
20 public similarly situated;

21 Plaintiff,

22 v.

23 INVIVOSCRIBE INC., a California  
24 corporation; and DOES 1 through 100,  
25 inclusive,

26 Defendants.

Case No. 37-2024-00019330-CU-OE-CTL

[Complaint Filed: April 24, 2024]

**STIPULATION OF SETTLEMENT OF  
CLASS AND PAGA ACTION CLAIMS  
AND RELEASE OF CLAIMS**

1 Arby Aiwazian (SBN 269827)

2 [arby@calljustice.com](mailto:arby@calljustice.com)

3 Joanna Ghosh (SBN 272479)

4 [joanna@calljustice.com](mailto:joanna@calljustice.com)

5 Brian J. St. John (SBN 304112)

6 [Brian@calljustice.com](mailto:Brian@calljustice.com)

7 Erica Stepanian (SBN 362054)

8 [erica@calljustice.com](mailto:erica@calljustice.com)

9 **LAWYERS for JUSTICE, PC**

10 450 North Brand Blvd., Suite 900

11 Glendale, California 91203

12 Telephone (818) 265-1020

13 Facsimile (818) 265-1021

14 *Attorneys for Plaintiff OSVALDO PALOMARES JR.*

15 Guillermo A. Escobedo (SBN 206198)

16 [gescobedo@constangy.com](mailto:gescobedo@constangy.com)

17 Amanda S. Gianninoto (SBN 326046)

18 [agianninoto@constangy.com](mailto:agianninoto@constangy.com)

19 Daniel J. Galván (SBN 334325)

20 [dgalvan@constangy.com](mailto:dgalvan@constangy.com)

21 **CONSTANGY, BROOKS,**

22 **SMITH & PROPHETE, LLP**

23 550 West C Street, Suite 1400

24 San Diego, CA 92101

25 Telephone: (619) 605-6171

26 *Attorneys for Defendant INVIVOSCRIBE INC.*

27  
28

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is  
2 entered into by and between Plaintiff OSVALDO PALOMARES JR. (hereinafter “Plaintiff”), an  
3 individual, on behalf of himself, and on behalf of all persons similarly situated, and in his  
4 representative capacity on behalf of the State of California and the Aggrieved Employees, and  
5 Defendant INVIVOSCRIBE INC. (“Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Oswaldo Palomares*  
8 *Jr. v Invivoscribe Inc.*, San Diego County Superior Court, Case No. 37-2024-  
9 00019330-CU-OE-CTL, filed April 24, 2024, including the original complaint and  
10 any subsequent operative or amended complaint filed in the action.
- 11 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
12 Class and PAGA Action Claims and Release of Claims.
- 13 C. “Aggrieved Employees” means all current and former non-exempt employees who  
14 performed work for Defendant Invivoscribe, Inc. in California at any time during the  
15 PAGA Period.
- 16 D. “Aggrieved Employee Payment” shall mean the thirty-five percent (35%) of the  
17 \$33,000.00 PAGA Payment, calculated to be \$11,550.00, that will be distributed to  
18 the Aggrieved Employees as described in this Agreement.
- 19 E. “Class” or the “Class Members” means all current and former non-exempt employees  
20 who worked for Defendant Invivoscribe, Inc. in California at any time during the  
21 Class Period.
- 22 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,  
23 Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Arby Aiwazian, Esq., Joanna  
24 Ghosh, Esq., Brian J. St. John, Esq., and Erica Stepanian, Esq. of Lawyers for Justice,  
25 PC.
- 26 G. “Class Counsel Award” means the award of fees and expenses that the Court  
27 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,  
28 the Class Members, and the Aggrieved Employees in the Action, consisting of

1 attorneys' fees currently not to exceed one-third of the Gross Settlement Amount,  
2 currently estimated to be \$220,000.00 out of \$660,000.00, plus costs of up to  
3 \$30,000.00. Attorneys' fees will be divided between Class Counsel in the following  
4 percentages: 30% to JCL Law Firm, APC, 30% to Zakay Law Group, APLC, and  
5 40% to Lawyers for Justice, PC.

6 H. "Class Data" means information regarding Class Members that Defendant will in  
7 good faith compile from its records and provide to the Settlement Administrator. It  
8 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class  
9 Member's full name; last known address; Social Security Number; start dates and end  
10 dates of employment during which the individual was classified as non-exempt; and  
11 any other information the Settlement Administrator deems necessary to accurately  
12 calculate the number of Workweeks and PAGA Pay Periods worked by each Class  
13 Member and Aggrieved Employee during the Class and PAGA Periods.

14 I. "Class Period" means the period beginning April 24, 2020 through August 3, 2025.

15 J. "Class Representative" shall mean plaintiff Osvaldo Palomares Jr.

16 K. "Court" means the Superior Court for the State of California, County of San Diego  
17 currently presiding over the Action.

18 L. "Defendant" shall mean Invivoscribe, Inc.

19 M. "Effective Date" means the date of final approval if no objections are filed to the  
20 settlement. If objections are filed and overruled, and no appeal is taken of the final  
21 approval order, then the effective date will be sixty (60) calendar days from the date  
22 the Court enters the order and judgment granting final approval of the settlement. If  
23 an appeal is taken from the Court's overruling of objections to the settlement, then  
24 the effective date of final approval will be twenty (20) days after the appeal is  
25 withdrawn or after an appellate decision affirming the final approval decision  
26 becomes final.

27 N. "Funding Date" means the date by which Defendant has paid the entire Gross  
28 Settlement Amount and any and all employer payroll taxes owed on the Wage

1 Portions of the Individual Settlement Payments to the Settlement Administrator in  
2 accord with the terms of this Agreement. Defendant will pay the Gross Settlement  
3 Amount any and all employer payroll taxes owed on the Wage Portions of the  
4 Individual Settlement Payments to the Settlement Administrator within sixty (60)  
5 calendar days after the final approval order.

6 O. “Gross Settlement Amount” means Six Hundred Sixty Thousand Dollars and Zero  
7 Cents (\$660,000.00) that Defendant must pay into the QSF in connection with this  
8 Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel  
9 Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is  
10 all-in with no reversion and *exclusive* of the employer’s share of payroll tax, if any,  
11 triggered by any payment under this Settlement.

12 P. “Individual Settlement Payments” means the amount payable from the Net Settlement  
13 Amount to each Settlement Class Member and excludes any amounts distributed to  
14 Aggrieved Employees pursuant to PAGA.

15 Q. “LWDA” shall mean the Labor and Workforce Development Agency.

16 R. “LWDA Payment” shall mean the sixty-five percent (65%) of the \$33,000.00 PAGA  
17 Payment, calculated to be \$21,450.00, payable to the LWDA.

18 S. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel  
19 Award, Service Award, PAGA Payment, and Settlement Administration Costs.

20 T. “Notice Packet” means the Class Notice to be provided to the Class Members by the  
21 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other  
22 than formatting changes to facilitate printing by the Settlement Administrator).

23 U. “Operative Complaint” shall mean the First Amended Complaint filed by Plaintiff on  
24 September 30, 2025, in the San Diego Superior Court.

25 V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,  
26 Labor Code § 2698 *et seq.*

- 1 W. "PAGA Payment Ratio" means the respective Pay Periods in which an Aggrieved  
2 Employee performed work for Defendant during the PAGA Period, divided by the  
3 total Pay Periods worked by all Aggrieved Employees during the PAGA Period.
- 4 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved  
5 Employee Payment, as defined herein, means the number of 2-week pay periods of  
6 employment during the PAGA Period that each Aggrieved Employee performed work  
7 for Defendant in California.
- 8 Y. "PAGA Period" means the period beginning June 27, 2024 through August 3, 2025.
- 9 Z. "PAGA Payment" shall mean Thirty-Three Thousand Dollars and Zero Cents  
10 (\$33,000.00) to be allocated from the Gross Settlement Amount for settlement of  
11 PAGA Claims asserted in the Action.
- 12 AA. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either  
13 Plaintiff or Defendant, individually.
- 14 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided  
15 by the total Workweeks worked by all Class Members in the Class Period.
- 16 CC. "Plaintiff" shall mean Osvaldo Palomares Jr.
- 17 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
18 by the Settlement Administrator to fund the Gross Settlement Amount.
- 19 EE. "Released Class Claims" shall mean all class claims alleged, or reasonably could have  
20 been alleged based on the facts alleged in the Operative Complaint in the Action,  
21 which occurred during the Class Period, and expressly excluding claims for vested  
22 benefits, wrongful termination, unemployment insurance, disability, social security,  
23 workers' compensation, and class claims outside of the Class Period.
- 24 FF. "Released PAGA Claims" shall mean the release from Plaintiff and the Aggrieved  
25 Employees of all PAGA claims alleged in the Operative Complaint in the Action and  
26 Plaintiff's PAGA Notice to the LWDA, which occurred during the PAGA Period, and  
27 expressly excluding all other claims, including claims for vested benefits, wrongful  
28

1 termination, unemployment insurance, disability, social security, workers'  
2 compensation, and PAGA claims outside of the PAGA Period.

3 GG. "Released Parties" shall mean Defendant and its former and present directors,  
4 officers, shareholders, owners, attorneys, insurers, predecessors, successors, and  
5 assigns.

6 HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement  
7 Administrator mails Notice Packets to Class Members and the last date on which  
8 Class Members may submit requests for exclusion or objections to the Settlement.  
9 Neither side shall encourage any Class Member to opt out.

10 II. "Service Award" means an award in the amount of \$10,000 or in an amount that the  
11 Court authorizes to be paid to the Class Representative, in addition to his Individual  
12 Settlement Payment and his individual Aggrieved Employee Payment, in recognition  
13 of his efforts and risks in assisting with the prosecution of the Action.

14 JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.

15 KK. "Settlement Administration Costs" shall mean the amount paid to the Settlement  
16 Administrator from the Gross Settlement Amount for administering the Settlement  
17 pursuant to this Agreement currently estimated not to exceed \$6,490.00. The  
18 Settlement Administration costs shall include certified Spanish translation of the  
19 Class Notice.

20 LL. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology  
21 Dr., Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement Administrator  
22 establishes, designates, and maintains, as a QSF under Internal Revenue Code section  
23 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross  
24 Settlement Amount is deposited for the purpose of resolving the claims of Settlement  
25 Class Members. The Settlement Administrator shall maintain the funds until  
26 distribution in an account(s) segregated from the assets of Defendant and any person  
27 related to Defendant. *All accrued interest shall be paid and distributed to the*  
28 *Settlement Class Members as part of their respective Individual Settlement*

1                    ***Payment.***

2            MM. “Settlement Class Members” or “Settlement Class” means all Class Members who  
3            have not submitted a timely and valid request for exclusion as provided in this  
4            Agreement.

5            NN. “Workweeks,” shall mean any seven (7) consecutive days beginning on Sunday and  
6            ending on Saturday, in which a Class Member is employed by Defendant during the  
7            Class Period in California.

8    **II.    RECITALS**

9            A.    On April 24, 2024, Plaintiff filed a Class Action complaint in the San Diego Superior  
10           Court, Case No. 37-2024-00019330-CU-OE-CTL, alleging claims for:

- 11            1.    Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- 12            2.    Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period  
13            Premiums);
- 14            3.    Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- 15            4.    Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid  
16            Minimum Wages);
- 17            5.    Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely  
18            Paid);
- 19            6.    Violation of California Labor Code § 204 (Wages Not Timely Paid During  
20            Employment);
- 21            7.    Violation of California Labor Code § 226(a) (Non-Compliant Wage  
22            Statements);
- 23            8.    Violation of California Labor Code § 1174(d) (Failure to Keep Requisite  
24            Payroll Records);
- 25            9.    Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed  
26            Business Expenses);
- 27            10.   Violation of California Business & Professions Code §§ 17200, et seq.

- 1 B. On June 27, 2025, for purposes of effectuating the Settlement, Plaintiff filed a Notice  
2 of Violations with the Labor and Workforce Development Agency (LWDA) and  
3 served the same on Defendant.
- 4 C. On September 30, 2025, for purposes of effectuating the Settlement, Plaintiff filed the  
5 operative First Amended Complaint, adding a single cause of action for violations of  
6 PAGA (the “Action”).
- 7 D. The Class Representative believes he has claims based on alleged violations of the  
8 California Labor Code, and the Industrial Welfare Commission Wage Orders, and  
9 that class certification is appropriate because the prerequisites for class certification  
10 can be satisfied in the Action, and this action is manageable as a PAGA representative  
11 action.
- 12 E. Defendant denies any liability or wrongdoing of any kind associated with the claims  
13 alleged in the Action, disputes any wages, damages and penalties claimed by the Class  
14 Representative, alleged in the Operative Complaint, and/or alleged in the Class  
15 Representative’s PAGA Notice to the LWDA are owed, and further contends that, for  
16 any purpose other than settlement, the Action is not appropriate for class or  
17 representative action treatment. Defendant contends, among other things, that at all  
18 times it complied with the California Labor Code and the Industrial Welfare  
19 Commission Wage Orders.
- 20 F. The Class Representative is represented by Class Counsel. Class Counsel investigated  
21 the facts relevant to the Action, including conducting an independent investigation as  
22 to the allegations, reviewing documents and information exchanged through informal  
23 discovery, and reviewing documents and information provided by Defendant  
24 pursuant to informal requests for information to prepare for mediation. Defendant  
25 produced for the purpose of settlement negotiations certain employment data  
26 concerning the Class, which Class Counsel reviewed and analyzed with the assistance  
27 of an expert. Based on their own independent investigation and evaluation, Class  
28 Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and

1 adequate, and is in the best interest of the Class considering all known facts and  
2 circumstances, including the risks of significant delay, defenses asserted by  
3 Defendant, uncertainties regarding class certification, and numerous potential  
4 appellate issues. Although it denies any liability, Defendant agrees to this Settlement  
5 solely to avoid the inconveniences and cost of further litigation. The Parties and their  
6 counsel have agreed to settle the claims on the terms set forth in this Agreement.

7 G. On May 13, 2025, the Parties participated in mediation presided over by Sonya  
8 Goodwin, an experienced mediator of wage and hour class and PAGA actions. The  
9 Parties ultimately accepted a Mediator's settlement proposal, which was subsequently  
10 memorialized in the form of a Memorandum of Understanding.

11 H. This Agreement replaces and supersedes the Memorandum of Understanding and any  
12 other agreements, understandings, or representations between the Parties. This  
13 Agreement represents a compromise and settlement of highly disputed claims.  
14 Nothing in this Agreement is intended or will be construed as an admission by  
15 Defendant that the claims in the Action of Plaintiff or the Class Members have merit  
16 or that Defendant bears any liability to Plaintiff or the Class on those claims or any  
17 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action  
18 have merit.

19 I. The Parties believe that the Settlement is fair, reasonable, and adequate. The  
20 Settlement was arrived at through arm's-length negotiations, considering all relevant  
21 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to  
22 continuing the Action through trial and any appeal. Accordingly, the Parties desire to  
23 settle, compromise and discharge all disputes and claims arising from or relating to  
24 the Action fully, finally, and forever.

25 J. The Parties agree to certification of the Class for purposes of this Settlement only. If  
26 for any reason the Settlement does not become effective, Defendant reserves the right  
27 to contest certification of any class for any reason and reserve all available defenses  
28 to the claims in the Action. The Settlement, this Agreement, and the Parties'

1 willingness to settle the Action will have no bearing on and will not be admissible in  
2 connection with any litigation.

3 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

4 **III. TERMS OF AGREEMENT**

5 A. Settlement Consideration and Settlement Payments by Defendant.

6 1. Settlement Consideration. In full and complete settlement of the Action, and  
7 in exchange for the releases set forth below, Defendant will pay the sum of  
8 the Individual Settlement Payments, the Service Award, the Class Counsel  
9 Award, PAGA Payment, and the Settlement Administration Costs, as  
10 specified in this Agreement, equal to the Gross Settlement Amount of Six  
11 Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00). The Parties  
12 agree that this is a non-reversionary Settlement and that no portion of the  
13 Gross Settlement Amount shall revert to Defendant. Other than the  
14 Defendant's share of employer payroll taxes and as provided in Section III.A.2  
15 below, Defendant shall not be required to pay more than the Gross Settlement  
16 Amount.

17 2. Class Size. Defendant represents that the Class is comprised of approximately  
18 178 individuals who collectively worked approximately 19,000 Workweeks  
19 during the Class Period. No later than December 2, 2025, Defendant will  
20 provide the Settlement Administrator with the Class Data in order to ensure  
21 the Settlement Administrator has sufficient time to prepare a declaration prior  
22 to the filing of the Motion for Preliminary Approval. If the actual number of  
23 Workweeks worked during the Class Period exceeds 19,000 by more than  
24 10% (20,900), Defendant shall notify Plaintiff that it will, at Defendant's sole  
25 discretion, either (i) increase the settlement amount in proportion to the  
26 percentage by which the total Workweeks exceed 110% of 19,000, or (ii)  
27 shorten the Class Period such that the total number of Workweeks does not  
28 exceed 19,000.

1           3.     Settlement Payment. Defendant shall deposit the Gross Settlement Amount  
2           into the QSF, through the Settlement Administrator on or before the Funding  
3           Date. Any interest accrued will be added to the Net Settlement Amount and  
4           distributed to the Settlement Class Members except that if final approval is  
5           reversed on appeal, then Defendant is entitled to prompt return of the principal  
6           and all interest accrued.

7           4.     Defendant's Share of Payroll Taxes. Defendant's share of employer side  
8           payroll taxes is in addition to the Gross Settlement Amount and shall be paid  
9           together with the Gross Settlement Amount on the Funding Date.

10          B.     Release by Settlement Class Members. As of the Funding Date, in exchange for the  
11          consideration set forth in this Agreement, Plaintiff and the Settlement Class Members  
12          release the Released Parties from the Released Class Claims for the Class Period.

13          C.     Release by the Aggrieved Employees. As of the Funding Date, in exchange for the  
14          consideration set forth in this Agreement, the Plaintiff, the LWDA, and the State of  
15          California release the Released Parties from the Released PAGA Claims for the PAGA  
16          Period. As a result of this release, the Aggrieved Employees shall be precluded from  
17          bringing claims against Defendant for the Released PAGA Claims that were incurred  
18          during the PAGA Period.

19          D.     General Release by Plaintiff. As of the Effective Date and upon funding in full of the  
20          Gross Settlement Amount by Defendant, in exchange for the consideration set forth in  
21          this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released  
22          Parties from any and all claims, whether known or unknown, which exist or may exist  
23          on either Plaintiff's behalf as of the date of this Agreement, including but not limited  
24          to any and all tort claims, contract claims, wage claims, wrongful termination claims,  
25          disability claims, benefit claims, public policy claims, retaliation claims, statutory  
26          claims, personal injury claims, emotional distress claims, invasion of privacy claims,  
27          defamation claims, fraud claims, quantum meruit claims, and any and all claims arising  
28          under any federal, state or other governmental statute, law, regulation or ordinance,

1 including, but not limited to claims for violation of the Fair Labor Standards Act, the  
2 California Labor Code, the Wage Orders of California's Industrial Welfare  
3 Commission, other state wage and hour laws, the Americans with Disabilities Act, the  
4 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income  
5 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment  
6 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,  
7 California's Whistleblower Protection Act, California Business & Professions Code  
8 Section 17200 et seq., and any and all claims arising under any federal, state or other  
9 governmental statute, law, regulation or ordinance. Plaintiff also waives and  
10 relinquishes any and all claims, rights or benefits that he may have under California  
11 Civil Code § 1542, which provides as follows:

12  
13 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***  
14 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***  
15 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***  
16 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***  
17 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***  
18 ***OR RELEASED PARTY.***

19  
20 Thus, notwithstanding the provisions of section 1542, and to implement a full and  
21 complete release and discharge of the Released Parties, Plaintiff expressly  
22 acknowledges this Settlement Agreement is intended to include in its effect, without  
23 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at  
24 the time of signing this Settlement Agreement, and that this Settlement Agreement  
25 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff  
26 has read this Settlement Agreement, including this waiver of California Civil Code  
27 section 1542, and that Plaintiff has consulted with or had the opportunity to consult  
28 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically

1 about the waiver of section 1542, and that Plaintiff understands this Settlement  
2 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters  
3 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may  
4 discover facts different from or in addition to those Plaintiff now knows or believes to  
5 be true regarding the matters released or described in this Settlement Agreement, and  
6 even so Plaintiff agrees that the releases and agreements contained in this Settlement  
7 Agreement shall remain effective in all respects notwithstanding any later discovery  
8 of any different or additional facts. Plaintiff expressly assumes any and all risk of any  
9 mistake in connection with the true facts involved in the matters, disputes, or  
10 controversies released or described in this Settlement Agreement or with regard to any  
11 facts now unknown to Plaintiff relating thereto.

12 E. Conditions Precedent: This Settlement will become final and effective only upon the  
13 occurrence of all of the following events:

- 14 1. The Court enters an order granting preliminary approval of the Settlement;
- 15 2. The Court enters an order granting final approval of the Settlement and a Final  
16 Judgment;
- 17 3. If an objector appears at the final approval hearing, the time for appeal of the  
18 Final Judgment and Order Granting Final Approval of Class Action  
19 Settlement expires; or, if an appeal is timely filed, there is a final resolution of  
20 any appeal from the Judgment and Order Granting Final Approval of Class  
21 Action Settlement; and
- 22 4. Defendant fully funds the Gross Settlement Amount.

23 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally  
24 approve this Settlement Agreement, fails to become effective, or is reversed,  
25 withdrawn, or modified by the Court, or in any way prevents or prohibits Defendant  
26 from obtaining a complete resolution of the Released Class Claims and Released  
27 PAGA Claims: 1) this Settlement Agreement shall be void *ab initio* and of no force or  
28 effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding

1 for any purpose or with respect to any issue, substantive or procedural; 2) the  
2 conditional class certification (obtained for any purpose) shall be void *ab initio* and of  
3 no force or effect, and shall not be admissible in any judicial, administrative, or arbitral  
4 proceeding for any purpose or with respect to any issue, substantive or procedural;  
5 and; 3) None of the Parties to this Settlement will be deemed to have waived any  
6 claims, objections, defenses, or arguments in the Action, including with respect to the  
7 issue of class certification.

8 G. Failure to Fund. If Defendant fails to fully fund the Gross Settlement Amount,  
9 Plaintiffs shall be entitled to all reasonable attorneys' fees, costs and interest in any  
10 proceeding to enforce the terms of this Agreement. Moreover, Defendant shall bear  
11 the sole responsibility for any cost to issue or reissue any curative notice to the  
12 Settlement Class Members and all Claims Administration Expenses incurred to the  
13 date if such notices are needed, due to Defendant's failure to fully fund the Gross  
14 Settlement Amount.

15 H. Certification of the Class. The Parties stipulate to conditional class certification of the  
16 Class for the Class Period for purposes of settlement only. In the event that this  
17 Settlement is not approved by the Court, fails to become effective, or is reversed,  
18 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant  
19 from obtaining a complete resolution of the Released Class Claims and Released  
20 PAGA Claims, the conditional class certification (obtained for any purpose) shall be  
21 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,  
22 administrative or arbitral proceeding for any purpose or with respect to any issue,  
23 substantive or procedural.

24 I. Tax Liability. The Parties make no representations as to the tax treatment or legal  
25 effect of the payments called for, and Class Members and/or Aggrieved Employees are  
26 not relying on any statement or representation by the Parties in this regard. Class  
27 Members and/or Aggrieved Employees understand and agree that they will be  
28 responsible for the payment of any taxes and penalties assessed on the Individual

1 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved  
2 Employee Payment described and will be solely responsible for any penalties or other  
3 obligations resulting from their personal tax reporting of Individual Settlement  
4 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee  
5 Payment.

6 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
7 the "acknowledging party" and each Party to this Agreement other than the  
8 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision  
9 of this Agreement, and no written communication or disclosure between or among the  
10 Parties or their attorneys and other advisers, is or was intended to be, nor shall any  
11 such communication or disclosure constitute or be construed or be relied upon as, tax  
12 advice within the meaning of United States Treasury Department circular 230 (31 CFR  
13 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,  
14 her or its own, independent legal and tax counsel for advice (including tax advice) in  
15 connection with this Agreement, (b) has not entered into this Agreement based upon  
16 the recommendation of any other Party or any attorney or advisor to any other Party,  
17 and (c) is not entitled to rely upon any communication or disclosure by any attorney  
18 or adviser to any other party to avoid any tax penalty that may be imposed on the  
19 acknowledging party, and (3) no attorney or adviser to any other Party has imposed  
20 any limitation that protects the confidentiality of any such attorney's or adviser's tax  
21 strategies (regardless of whether such limitation is legally binding) upon disclosure by  
22 the acknowledging party of the tax treatment or tax structure of any transaction,  
23 including any transaction contemplated by this Agreement.

24 K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of  
25 this Agreement, but no later than 90 days after execution of this Agreement, Plaintiff  
26 shall file with the Court a Motion for Order Granting Preliminary Approval and  
27 supporting papers, which shall include this Settlement Agreement. Plaintiff will  
28 provide Defendant with a draft of the Motion at least five (5) business days prior to the

1 filing of the Motion to give Defendant an opportunity to review and comment upon  
2 the Motion.

3 L. Settlement Administrator. The Settlement Administrator shall be responsible for:  
4 establishing and administering the QSF; calculating, processing and mailing payments  
5 to the Class Representative, Class Counsel, LWDA, Aggrieved Employees, and Class  
6 Members; printing and mailing the Notice Packets to the Class Members as directed  
7 by the Court; receiving and reporting the objections and requests for exclusion;  
8 calculating, deducting and remitting all legally required taxes from Individual  
9 Settlement Payments and distributing tax forms for the Wage Portion, the Penalties  
10 Portion and the Interest Portion of the Individual Settlement Payments and/or  
11 Aggrieved Employees' individual shares of the Aggrieved Employee Payment;  
12 processing and mailing tax payments to the appropriate state and federal taxing  
13 authorities; providing declaration(s) as necessary in support of preliminary and/or final  
14 approval of this Settlement; and other tasks as the Parties mutually agree or the Court  
15 orders the Settlement Administrator to perform. The Settlement Administrator shall  
16 keep the Parties timely apprised of the performance of all Settlement Administrator  
17 responsibilities by among other things, sending a weekly status report to the Parties'  
18 counsel stating the date of the mailing, the of number of opt outs from the Settlement  
19 it receives (including the numbers of valid and deficient), and number of objections  
20 received.

21 M. Notice Procedure.

22 1. Class Data. No later than December 2, 2025, Defendant shall provide the  
23 Settlement Administrator with the Class Data.

24 2. Notice Packets.

25 a) The Notice Packet shall contain the Notice of Class Action Settlement  
26 in a form substantially similar to the form attached as **Exhibit A**. The  
27 Notice of Class Action Settlement shall inform Class Members and  
28 Aggrieved Employees that they need not do anything in order to

1 receive an Individual Settlement Payment and/or Aggrieved  
2 Employees' individual shares of the Aggrieved Employee Payment  
3 and to keep the Settlement Administrator apprised of their current  
4 mailing address, to which the Individual Settlement Payments and/or  
5 Aggrieved Employees' individual shares of the Aggrieved Employee  
6 Payment will be mailed following the Funding Date. The Notice of  
7 Class Action Settlement shall set forth the release to be given by all  
8 members of the Class who do not request to be excluded from the  
9 Settlement Class and/or Aggrieved Employees in exchange for an  
10 Individual Settlement Payment and/or Aggrieved Employees'  
11 individual shares of the Aggrieved Employee Payment, the number of  
12 Workweeks worked by each Class Member during the Class Period,  
13 and number of PAGA Periods worked by each Aggrieved Employee  
14 during the PAGA Period, if any, and the estimated amount of their  
15 Individual Settlement Payment if they do not request to be excluded  
16 from the Settlement and each Aggrieved Employees' share of the  
17 Aggrieved Employee Payment, if any. The Settlement Administrator  
18 shall use the Class Data to determine Class Members' Workweeks and  
19 PAGA Pay Periods. The Class Data will be presumed to be correct  
20 unless a particular Class Member proves otherwise to the Settlement  
21 Administrator by credible written evidence. The Notice will also  
22 advise the Aggrieved Employees that they will release the Released  
23 PAGA Claims and will receive their share of the Aggrieved Employee  
24 Payment regardless of whether they request to be excluded from the  
25 Settlement.

- 26 b) The Notice Packet's mailing envelope shall include the following  
27 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE  
28 ENTITLED TO PARTICIPATE IN A CLASS ACTION

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SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE.”

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Class Member who is currently employed by Defendant, is returned to the Settlement Administrator, as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class

1 Members who received a re-mailed Notice Packet shall have their Response  
2 Deadline extended fifteen (15) days from the original Response Deadline.

3 5. Disputes Regarding Individual Settlement Payments. Class Members will  
4 have the opportunity, should they disagree with Defendant's records regarding  
5 the start and end dates of employment, to provide documentation and/or an  
6 explanation to show contrary dates. If there is a dispute, the Settlement  
7 Administrator will consult with the Parties to determine whether an  
8 adjustment is warranted. The Settlement Administrator shall determine the  
9 eligibility for, and the amounts of, any Individual Settlement Payments under  
10 the terms of this Agreement. All Workweek disputes will be resolved and  
11 decided by the Settlement Administrator, and the Settlement Administrator's  
12 decision on all Workweek disputes will be final.

13 6. Disputes Regarding Administration of Settlement. Any disputes not resolved  
14 by the Settlement Administrator concerning the administration of the  
15 Settlement will be resolved by the Court under the laws of the State of  
16 California. Before any such involvement of the Court, counsel for the Parties  
17 will confer in good faith to resolve the disputes without the necessity of  
18 involving the Court.

19 7. Exclusions. The Notice of Class Action Settlement contained in the Notice  
20 Packet shall state that Class Members who wish to exclude themselves from  
21 the Settlement must submit a signed copy of the Request for Exclusion form  
22 to the Settlement Administrator by the Response Deadline. A Request for  
23 Exclusion form will be mailed together with the Notice Packet to all Class  
24 Members. The Request for Exclusion will not be valid if it is not timely  
25 submitted, if it is not signed by the Class Member, or if it does not contain the  
26 name and address and last four digits of the Social Security number of the  
27 Class Member. The date of the postmark on the mailing envelope or fax stamp  
28 on the Request for Exclusion shall be the exclusive means used to determine

1 whether the request for exclusion was timely submitted. Any Class Member  
2 who submits a timely Request for Exclusion shall be excluded from the  
3 Settlement Class will not be entitled to an Individual Settlement Payment and  
4 will not be otherwise bound by the terms of the Settlement or have any right  
5 to object, appeal, or comment thereon. However, any Class Member that  
6 submits a timely Request for Exclusion that is also an Aggrieved Employee  
7 will still receive his/her pro rata share of the Aggrieved Employee Payment,  
8 as specified below, and in consideration, will be bound by the Release by the  
9 PAGA Class as set forth herein. Class Members who fail to submit a valid  
10 and timely Request for Exclusion on or before the Response Deadline shall be  
11 bound by all terms of the Settlement and any final judgment entered in this  
12 Action if the Court approves the Settlement. No later than seven (7) calendar  
13 days after the Response Deadline, the Settlement Administrator shall provide  
14 counsel for the Parties with a final list of the Class Members who have timely  
15 submitted timely Requests for Exclusion. At no time shall any of the Parties  
16 or their counsel seek to solicit or otherwise encourage members of the Class  
17 to submit Requests for Exclusion from the Settlement.

18 8. Objections. The Notice of Class Action Settlement contained in the Notice  
19 Packet shall state that Class Members who wish to object to the Settlement  
20 may submit to the Settlement Administrator a written statement of objection  
21 (“Notice of Objection”) by the Response Deadline. The postmark date of  
22 mailing shall be deemed the exclusive means for determining that a Notice of  
23 Objection was served timely. The Notice of Objection, if in writing, must be  
24 signed by the Settlement Class Member and state: (1) the case name and  
25 number; (2) the name of the Settlement Class Member; (3) the address of the  
26 Settlement Class Member; (4) the last four digits of the Settlement Class  
27 Member’s Social Security number; (5) the basis for the objection; and (6) if  
28 the Settlement Class Member intends to appear at the Final

1 Approval/Settlement Fairness Hearing. Settlement Class Members who fail  
2 to make objections in writing in the manner specified above may still make  
3 their objections orally at the Final Approval/Settlement Fairness Hearing with  
4 the Court's permission. Settlement Class Members will have a right to appear  
5 at the Final Approval/Settlement Fairness Hearing to have their objections  
6 heard by the Court regardless of whether they submitted a written objection.  
7 At no time shall any of the Parties or their counsel seek to solicit or otherwise  
8 encourage Class Members to file or serve written objections to the Settlement  
9 or appeal from the Order and Final Judgment. Class Members who submit a  
10 written request for exclusion may not object to the Settlement. Class Members  
11 may not object to the PAGA Payment.

12 N. Allocation of the Gross Settlement Amount.

- 13 1. Calculation of Individual Settlement Payments. Individual Settlement  
14 Payments shall be paid from the Net Settlement Amount and shall be paid  
15 pursuant to the formula set forth herein. Using the Class Data, the Settlement  
16 Administrator shall add up the total number of Workweeks for all Class  
17 Members. The respective Workweeks for each Class Member will be divided  
18 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
19 for each Class Member. Each Class Member's Payment Ratio will then be  
20 multiplied by the Net Settlement Amount to calculate each Class Member's  
21 estimated Individual Settlement Payments. Each Individual Settlement  
22 Payment will be reduced by any legally mandated employee tax withholdings  
23 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
24 Members who submit valid and timely requests for exclusion will be  
25 redistributed to Settlement Class Members who do not submit valid and timely  
26 requests for exclusion on a pro rata basis based on their respective Payment  
27 Ratios.

- 1                   2.     Calculation of Individual Payments to the Aggrieved Employees. Using the  
2                   Class Data, the Settlement Administrator shall add up the total number of  
3                   PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.  
4                   The respective PAGA Pay Periods for each Aggrieved Employees will be  
5                   divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting  
6                   in the “PAGA Payment Ratio” for each Aggrieved Employee. Each  
7                   Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the  
8                   Aggrieved Employee Payment to calculate each Aggrieved Employee’s  
9                   estimated share of the Aggrieved Employee Payment.
- 10                  3.     Allocation of Individual Settlement Payments. For tax purposes, Individual  
11                  Settlement Payments shall be allocated and treated as 10% wages (“Wage  
12                  Portion”) and 45% penalties (“Penalties Portion”), and 45% pre-judgment  
13                  interest (“Interest Portion”). The Wage Portion of the Individual Settlement  
14                  Payments shall be reported on IRS Form W-2 and the Penalty Portion and  
15                  Interest Portion of the Individual Settlement Payments shall be reported on  
16                  IRS Form 1099 issued by the Settlement Agreement.
- 17                  4.     Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved  
18                  Employee Settlement Payments shall be allocated and treated as 100%  
19                  penalties and shall be reported on IRS Form 1099.
- 20                  5.     No Credit Toward Benefit Plans. The Individual Settlement Payments and  
21                  individual shares of the PAGA Payment made to Settlement Class Members  
22                  and/or Aggrieved Employees under this Settlement Agreement, as well as any  
23                  other payments made pursuant to this Settlement Agreement, will not be  
24                  utilized to calculate any additional benefits under any benefit plans to which  
25                  any Class Members may be eligible, including, but not limited to profit-  
26                  sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
27                  sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
28                  Parties’ intention that this Settlement Agreement will not affect any rights,

1 contributions, or amounts to which any Class Members may be entitled under  
2 any benefit plans.

3 6. All monies received by Settlement Class Members under the Settlement which  
4 are attributable to wages shall constitute income to such Settlement Class  
5 Members solely in the year in which such monies are received by the Settlement  
6 Class Members. It is the intent of the Parties that Individual Settlement  
7 Payments and individual shares of the Aggrieved Employee Payment provided  
8 for in this Settlement agreement are the sole payments to be made by Defendant  
9 to Settlement Class Members and/or Aggrieved Employees in connection with  
10 this Settlement Agreement, with the exception of Plaintiff, and that the  
11 Settlement Class Members and/or Aggrieved Employees are not entitled to any  
12 new or additional compensation or benefits as a result of having received the  
13 Individual Settlement Payments and/or their shares of the Aggrieved Employee  
14 Payment.

15 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
16 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'  
17 and/or Aggrieved Employees' last known mailing address no later than fifteen  
18 (15) business days after the Funding Date.

19 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
20 Employees shall remain valid and negotiable for one hundred and eighty (180)  
21 days from the date of their issuance. If a Settlement Class Member and/or  
22 Aggrieved Employees does not cash his or her settlement check within ninety  
23 (90) days, the Settlement Administrator will send a letter to such persons,  
24 advising that the check will expire after the 180<sup>th</sup> day, and invite that  
25 Settlement Class Member and/or Aggrieved Employees to request reissuance  
26 in the event the check was destroyed, lost, or misplaced. In the event an  
27 Individual Settlement Payment and/or Aggrieved Employees' individual  
28 share of the PAGA Payment check has not been cashed within one hundred

1 and eighty (180) days, all funds represented by such uncashed checks, plus  
2 any interest accrued thereon, shall be transmitted to the California Controller's  
3 Unclaimed Property Fund in the name of the Class Member thereby leaving  
4 no "unpaid residue" subject to the requirements of Code of Civil Procedure  
5 section 384

6 9. Service Award. In addition to the Individual Settlement Payment as a  
7 Settlement Class Member and his individual share of the Aggrieved Employee  
8 Payment, Plaintiff will apply to the Court for an award of not more than  
9 \$10,000.00, as a Service Award. Defendant will not oppose a Service Award  
10 of not more than \$10,000.00 for Plaintiff. The Settlement Administrator shall  
11 pay the Service Award, either in the amount stated herein if approved by the  
12 Court or some other amount as approved by the Court, to Plaintiff from the  
13 Gross Settlement Amount no later than fifteen (15) calendar days after the  
14 Funding Date. Any portion of the requested Service Award that is not  
15 awarded to the Class Representative shall be part of the Net Settlement  
16 Amount and shall be distributed to Settlement Class Members as provided in  
17 this Agreement. The Settlement Administrator shall issue an IRS Form 1099  
18 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and  
19 legally responsible to pay any and all applicable taxes on his Service Award  
20 and shall hold harmless the Released Parties from any claim or liability for  
21 taxes, penalties, or interest arising as a result of the Service Award. Approval  
22 of this Settlement shall not be conditioned on Court approval of the requested  
23 amount of the Service Award. If the Court reduces or does not approve the  
24 requested Service Award, Plaintiff shall not have the right to revoke the  
25 Settlement, and it will remain binding.

26 10. Class Counsel Award. Defendant understands, and will not oppose, a motion  
27 for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount  
28 currently estimated to be Two Hundred Twenty Thousand Dollars and Zero

1 Cents (\$220,000.00) *and* Attorneys' Expenses supported by declaration not to  
2 exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Any awarded  
3 Class Counsel Award shall be paid from the Gross Settlement Amount. Any  
4 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are  
5 not awarded to Class Counsel shall be part of the Net Settlement Amount and  
6 shall be distributed to Settlement Class Members as provided in this  
7 Agreement. The Settlement Administrator shall allocate and pay the  
8 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later  
9 than fifteen (15) calendar days after the Funding Date. Class Counsel shall be  
10 solely and legally responsible to pay all applicable taxes on the payment made  
11 pursuant to this paragraph. The Settlement Administrator shall issue an IRS  
12 Form 1099 — MISC to Class Counsel for the payments made pursuant to this  
13 paragraph. If the Court reduces or does not approve the requested Attorneys'  
14 Fees, Plaintiff and Class Counsel shall not have the right to revoke the  
15 Settlement, or to appeal such order, and the Settlement will remain binding.

16 11. PAGA Payment. Thirty-Three Thousand Dollars and Zero Cents  
17 (\$33,000.00) shall be allocated from the Gross Settlement Amount for  
18 settlement of claims for civil penalties under the Private Attorneys General  
19 Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay  
20 sixty-five percent (65%) of the PAGA Payment (\$21,450.00) to the California  
21 Labor and Workforce Development Agency no later than fifteen (15) calendar  
22 days after the Funding Date (hereinafter "LWDA Payment"). Thirty-five  
23 percent (35%) of the PAGA Payment (\$11,550.) will be distributed to the  
24 Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved  
25 Employee Payment"). For purposes of distributing the PAGA Payment to the  
26 Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata  
27 share of the Aggrieved Employee Payment using the PAGA Payment Ratio  
28 as defined above.

1                   12.    Settlement Administration Costs. The Settlement Administrator shall be paid  
2                   for the costs of administration of the Settlement from the Gross Settlement  
3                   Amount. The estimate of the Settlement Administration Costs is \$6,490.00.  
4                   The Settlement Administrator shall be paid the Settlement Administration  
5                   Costs no later than fifteen (15) calendar days after the Funding Date.

6                   O.    Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with  
7                   the Court a Motion for Order Granting Final Approval and Entering Judgment, within  
8                   twenty-eight (28) days following the expiration of the Response Deadline, which  
9                   motion shall request final approval of the Settlement and a determination of the  
10                  amounts payable for the Service Award, the Class Counsel Award, the PAGA  
11                  Payment, and the Settlement Administration Costs. Plaintiff will provide Defendant  
12                  with a draft of the Motion at least five (5) business days prior to the filing of the  
13                  Motion to give Defendant an opportunity to propose changes or additions to the  
14                  Motion.

15                 1.    Declaration by Settlement Administrator. No later than seven (7) days after  
16                 the Response Deadline, the Settlement Administrator shall submit a  
17                 declaration in support of Plaintiff's motion for final approval of this  
18                 Settlement detailing the number of Notice Packets mailed and re-mailed to  
19                 Class Members, the number of undeliverable Notice Packets, the number of  
20                 timely requests for exclusion, the full names of any Class Members who opt  
21                 out of the Settlement, the number of objections received, the amount of the  
22                 average, lowest, and highest Individual Settlement Payments, the amount of  
23                 the average, lowest, and highest Aggrieved Employee Payments, the  
24                 Settlement Administration Costs, and any other information as the Parties  
25                 mutually agree or the Court orders the Settlement Administrator to provide.

26                 2.    Final Approval Order and Judgment. Class Counsel shall present an Order  
27                 Granting Final Approval of Class Action Settlement to the Court for its  
28

1 approval, and Judgment thereon, at the time Class Counsel files the Motion  
2 for Final Approval.

3 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
4 an opportunity for Counsel for Defendant to review the Motions for Preliminary and  
5 Final Approval, including the Order Granting Final Approval of Class Action  
6 Settlement, and Judgment at least five (5) business days in advance of filing with the  
7 Court. The Parties and their counsel will cooperate with each other and use their best  
8 efforts to affect the Court's approval of the Motions for Preliminary and Final  
9 Approval of the Settlement, and entry of Judgment.

10 O. Cooperation. The Parties and their counsel will cooperate with each other and use  
11 their best efforts to implement the Settlement.

12 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
13 except such proceedings necessary to implement and complete the Settlement, pending  
14 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

15 Q. Amendment or Modification. This Agreement may be amended or modified only by  
16 a written instrument signed by counsel for all Parties or their successors-in-interest.

17 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
18 Agreement among these Parties, and no oral or written representations, warranties or  
19 inducements have been made to any Party concerning this Agreement or its Exhibit  
20 other than the representations, warranties and covenants contained and memorialized  
21 in this Agreement and its Exhibit.

22 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
23 represent they are expressly authorized by the Parties whom they represent to negotiate  
24 this Agreement and to take all appropriate Action required or permitted to be taken by  
25 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
26 documents required to effectuate the terms of this Agreement. The persons signing  
27 this Agreement on behalf of Defendant represents and warrants that he/she is  
28 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and

1 warrants that he is authorized to sign this Agreement and that he has not assigned any  
2 claim, or part of a claim, covered by this Settlement to a third-party.

3 T. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
4 to the benefit of, the successors or assigns of the Parties, as previously defined.

5 U. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
6 shall be governed by and interpreted according to the laws of the State of California.

7 V. Counterparts. This Agreement may be executed in one or more counterparts. All  
8 executed counterparts and each of them shall be deemed to be one and the same  
9 instrument provided that counsel for the Parties to this Agreement shall exchange  
10 among themselves copies or originals of the signed counterparts.

11 W. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement  
12 is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
13 Settlement after extensive arms-length negotiations, taking into account all relevant  
14 factors, present and potential.

15 X. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
16 respect to the interpretation, implementation, and enforcement of the terms of this  
17 Agreement and all orders and judgments entered in connection therewith, and the  
18 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
19 interpreting, implementing and enforcing the settlement and all orders and judgments  
20 entered in connection with this Agreement.

21 Y. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
22 the Court shall first attempt to construe the provisions valid to the fullest extent  
23 possible consistent with applicable precedents so as to define all provisions of this  
24 Agreement valid and enforceable.

25 Z. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently  
26 intend to pursue any claims against the Released Parties, including, but not limited to,  
27 any and all claims relating to or arising from Plaintiff's employment with Defendant,  
28 regardless of whether Class Counsel is currently aware of any facts or legal theories

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upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: 11-25-2025

  
Osvaldo Palomares Jr (Nov 25, 2025 15:29:10 PST)

3 OSVALDO PALOMARES JR.

4 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

6 DATED: \_\_\_\_\_

7 \_\_\_\_\_  
INVIVOSCRIBE, INC.

9 \_\_\_\_\_  
Printed Name

11 \_\_\_\_\_  
Title

13 IT IS SO AGREED AS TO FORM BY COUNSEL:

15 DATED: November 25, 2025

JCL LAW FIRM, A.P.C.

16 By:   
17 Jean-Claude Lapuyade, Esq.

18 Attorneys for Plaintiff and the Settlement Class  
19 Members

21 DATED: November 25, 2025

ZAKAY LAW GROUP, APLC

22 By:   
23 Shani O. Zakay, Esq.

24 Attorneys for Plaintiff and the Settlement Class  
25 Members

27 ///

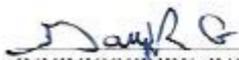
1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: 11-25-2025

  
Oswaldo Palomares Jr [Nov 25, 2025 15:29:10 PST]  
OSVALDO PALOMARES JR.

4 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

6 DATED: 12/2/25

  
INVIVOSCRIBE, INC.

8 Gary R. Clouse  
9 Printed Name

10 Corporate Secretary  
11 Title

13 IT IS SO AGREED AS TO FORM BY COUNSEL:

15 DATED: November 25, 2025

JCI. LAW FIRM, A.P.C.

16 By:   
17 Jean-Claude Lapuyade, Esq.

18 Attorneys for Plaintiff and the Settlement Class  
19 Members

21 DATED: November 25, 2025

ZAKAY LAW GROUP, APLC

22 By:   
23 Shani O. Zakay, Esq.

24 Attorneys for Plaintiff and the Settlement Class  
25 Members

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DATED: November 26, 2025

LAWYERS FOR JUSTICE, PC

By:   
Arby Aiwazian, Esq.  
Joanna Ghosh, Esq.  
Brian St. John, Esq.  
Erica Stepanian, Esq.

Attorneys for Plaintiff and the Settlement Class Members

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CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

By: /s/ Daniel J. Galvan  
Guillermo A. Escobedo  
Amanda S. Gianninoto, Esq.  
Daniel J. Galvan, Esq.

Attorneys for Defendant

# **EXHIBIT A**

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT  
AND FINAL HEARING DATE**

***(Osvaldo Palomares Jr. v. Invivoscribe, Inc. San Diego County Superior Court Case No. 37-2024-00019330-CU-OE-CTL)***

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

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing and Receive a Payment</b>	To receive a cash payment from the Settlement, you do <b>not</b> have to do anything. <b>Your estimated Individual Settlement Payment is: \$&lt;&lt; [REDACTED] &gt;&gt;.</b> See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
<b>Exclude Yourself</b>	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement</b> . Instructions are set forth below.
<b>Object</b>	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Osvaldo Palomares Jr. (“Plaintiff”) and Defendant Invivoscribe, Inc. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All current and former non-exempt employees who worked for Defendant Invivoscribe, Inc. during the period beginning April 24, 2020 through August 3, 2025 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

**2. What is this class action lawsuit about?**

On April 24, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff asserted the following claims against Defendant: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California

Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. On June 27, 2025, for purposes of effectuating the settlement, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On September [REDACTED], 2025, for purposes of effectuating the settlement, Plaintiff filed a First Amended Complaint, adding a single cause of action for violations of the Private Attorneys General Act (“PAGA”) (the “Action”).

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On May 13, 2025, the Parties participated in an all-day mediation with Sonya Goodwin, an experienced mediator of wage and hour class and PAGA actions. The Parties ultimately accepted a Mediator’s settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers for Justice, PC to serve as Class Counsel.

### **3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendant agreed to pay an “all in” amount of Six Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$6,490.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$220,000.00) and actually incurred litigation expenses of not more than \$30,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have 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 have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for his services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.

- PAGA Payment. A payment of \$33,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$21,450.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"), and the remaining \$11,550.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member performed work for Defendant during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all current and former non-exempt employees who worked for Defendant Invivoscribe, Inc. in California at any time during the period beginning June 27, 2024, through August 3, 2025 ("PAGA Period").

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement 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 Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Ten percent (10%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty-five percent (45%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion"). Forty-five percent (45%) of each Individual Settlement Payment is allocated to pre-judgment interest ("Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### 4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged in the Operative Complaint in the Action, which occurred during the Class Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA Notice to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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 about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

#### 5. How much will my payment be?

**Defendant's records reflect that you performed work for Defendant for << \_\_\_\_ >> Workweeks during the Class Period (April 24, 2020 through August 3, 2025).**

**Based on this information, your estimated Individual Settlement Payment is << \_\_\_\_\_ >>.**

**Defendant's records reflect that you performed work for Defendant for << \_\_\_\_ >> pay periods during the PAGA Period (June 27, 2024 through August 3, 2025).**

**Based on this information, your estimated Aggrieved Employee Payment is << \_\_\_\_\_ >>.**

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 Settlement Administrator at the address provided in this Notice no later than [REDACTED].

#### 6. How can I get a payment?

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC, 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\[REDACTED\].com](http://www.[REDACTED].com).

## 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 Settlement or "opt out." **If you opt out, you will receive NO money from the class portion of the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Oswaldo Palomares Jr. v. Invivoscribe Inc.*, currently pending in Superior Court of San Diego, Case No. 37-2024-00019330-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

## 8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Oswaldo Palomares Jr. v. Invivoscribe Inc., Superior Court of San Diego, Case No. 37-2024-00019330-CU-OE-CTL*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED].** The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
JCL Law Firm, APC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel.: (619) 599-8292  
Email: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**Class Counsel:**

Shani O. Zakay, Esq.  
Zakay Law Group, APLC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel: (619) 599-8292  
Email: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

**Class Counsel:**

Edwin Aiwazian, Esq.  
 Lawyers for Justice, PC  
 450 N Brand Blvd #900,  
 Glendale, CA 91203  
 T: (818) 265-1020  
 Email: [edwin@calljustice.com](mailto:edwin@calljustice.com)

**Counsel for Defendant:**

Guillermo A. Escobedo  
 Amanda S. Gianninoto, Esq.  
 Daniel J. Galvan, Esq.  
 Constangy, Brooks, Smith &  
 Prophete, LLP  
 550 West C Street, Suite 1400  
 San Diego, CA 92101  
 Direct: (619) 605-5734  
 M: (619) 929-4699  
 T: (619) 605-6171  
 Email: [gescobedo@constangy.com](mailto:gescobedo@constangy.com)  
 Email: [agianninoto@constangy.com](mailto:agianninoto@constangy.com)  
 Email: [dgalvan@constangy.com](mailto:dgalvan@constangy.com)

<b>9. When and where will the Court decide whether to approve the Settlement?</b>
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The Court will hold a Final Approval Hearing at **00:00 AM/PM on \_\_\_\_\_**, at the San Diego County Superior Court, Department C-66, located at 330 West Broadway, San Diego, CA 92101 before Judge Wendy M. Behan. 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 to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

<b>10. How do I get more information about the Settlement?</b>
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You may call the Settlement Administrator at 1-800-355-0700 or write to ***Oswaldo Palomares Jr. v. Invivoscribe Inc., Superior Court of San Diego, Case No. 37-2024-00019330-CU-OE-CTL***, Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618 c/o \_\_\_\_\_.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.