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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **IN AND FOR THE COUNTY OF ALAMEDA**

24 LERE GARRETT, an individual, on behalf of
25 themselves, and on behalf of all persons similarly
26 situated,

27 Plaintiff,

28 v.

29 CORE ANALYTICS RADIOLOGY, INC., a
30 California corporation; and DOES 1-50,
31 Inclusive,

32 Defendants.

Case No. 24CV103976

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

Date: February 18, 2026

Time: 1:30 p.m.

Reservation ID: 081232582528

Judge: Hon. Patrick McKinney

Dept.: 18

FILED
Superior Court of California
County of Alameda
03/30/2026
Clad Flake, Executive Officer/Clerk of the Court
By: *P. Drummer-Williams* Deputy
P. Drummer-Williams

1 This matter having come before the Honorable Patrick McKinney of the Superior Court of the
2 State of California, in and for the County of Alameda, at 1:30 p.m. on February 18, 2026, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC counsel for plaintiff LERE GARRETT, (“Plaintiff”), and Alfred Landegger, Esq., and Joseph
5 P. Sklar, Esq. of Landegger Verano & Davis, ALC appearing for defendant Core Analytics Radiology,
6 Inc. (“Defendant”). The Court, having carefully considered the brief, argument of counsel and all other
7 the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for
8 Preliminary Approval of Class Action and PAGA Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
11 and Class Notice (“Agreement”), a true and correct copy of which is attached to the Declaration of
12 Jennifer Gerstenzang as “Exhibit 1”. This is based on the Court’s determination that the Agreement is
13 within the range of possible final approval, pursuant to the provisions of Section 382 of the California
14 Code of Civil Procedure and California Rules of Court, Rule 3.769.

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

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00). It
19 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
20 reasonable as to all Class Members when balanced against the probable outcome of further litigation
21 relating to certification, liability, and damages issues. It further appears that investigation and research
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial additional
24 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arm’s-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiff seeks a Class Counsel Award comprised of a Class Counsel Fees Payment in an
6 amount not to exceed one-third of the Gross Settlement Amount, currently estimated to be Seventy-
7 Five Thousand Dollars and Zero Cents (\$75,000.00) and a Class Counsel Litigation Expenses Payment
8 not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), and proposed Class
9 Representative Service Payment to the Class Representative, Lere Garrett, in an amount not to exceed
10 Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be within the range
11 of reasonableness, the Court will not approve the Class Counsel Award or Class Representative Service
12 Payment until the Final Approval Hearing.

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

17 “All persons who are or previously were employed by Defendant Core
18 Analytics Radiology, Inc. in California and classified as non-exempt
19 employees at any time during the period from December 19, 2020, to
20 August 6, 2025.”

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common
24 questions of law and fact predominate, and there is a well-defined community of interest among the
25 Class Members with respect to the subject matter of the litigation; (c) the claims of the Class
26 Representative are typical of the claims of the Class Members; (d) the Class Representative will fairly
27 and adequately protect the interests of the Class Members; (e) a class action is superior to other
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in her individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints Plaintiff Lere Garrett as the representative of the Class.

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

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

17 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. No later
18 than ten (10) business days after entry of this order, Defendant shall provide to the Settlement
19 Administrator the Class Data, including information regarding Class Members that Defendant will in
20 good faith compile from its records, including each Class Member’s name, last known address, Social
21 Security Number, and number of Class Period Workweeks. No later than fourteen (14) days after
22 receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data
23 via first class regular U.S. Mail using the most current mailing address information available. In
24 addition to the items listed in Paragraph 8.8.1 of the Class Action and PAGA Settlement Agreement,
25 the Administrator must also include a copy of the PAGA Notice letter on the Administrator’s website.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
28 Settlement as provided in the Notice by following the instructions for requesting exclusion from the

1 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
2 postmarked or received by the Response Deadline, which is forty-five (45) calendar days after the date
3 the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than
4 fourteen (14) calendar days after the original Response Deadline. Any such person who chooses to opt
5 out of and be excluded from the Settlement will not be entitled to an Individual Class Payment under
6 the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment
7 thereon. Class Members who have not requested exclusion shall be bound by all determinations of the
8 Court, the Agreement, and the Judgment. A request for exclusion may only opt out that particular
9 individual, and any attempt to opt-out on behalf of a group, class, or subclass of individuals is not
10 permitted and will be deemed invalid.

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

17 14. A hearing on Plaintiff's Motion for Final Approval and Plaintiff's Motion for Class
18 Counsel Award and Class Representative Service Payment shall be held before this Court on **June 24,**
19 **2026 at 1:30 PM** in Department 18 of the Alameda County Superior Court to determine all necessary
20 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
21 terms and conditions provided for in the Agreement is fair, adequate, and reasonable and should be
22 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
23 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
24 reasonable to the Class; and to finally approve the Class Counsel Award, Class Representative Service
25 Payment, and the Administration Expenses Payment. Plaintiff shall use best efforts to file all papers in
26 support of the Motion for Final Approval and the Motion for Class Counsel Award and Class
27 Representative Service Payment with the Court and served on all counsel within sixteen (16) court days
28 of the Hearing on the Motion for Final Approval.

1 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
2 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
3 evidence of, or used against Defendant as, an admission or indication in any way, including with respect
4 to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth
5 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
6 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
7 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
8 received as or deemed to be evidence for any purpose adverse to Defendant, including, but not limited
9 to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
10 wrongdoing, omission, concession, or damage.

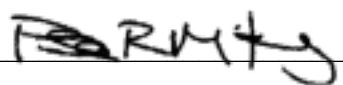
11 16. In the event the Settlement does not become effective in accordance with the terms of the
12 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
13 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the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

18 17. Pending final determination of whether the Settlement should be approved, the Class
19 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,
20 intervening in, instigating or in any way participating in the commencement or prosecution of any
21 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
22 any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a
23 timely request for exclusion pursuant to the Agreement.

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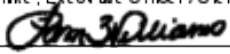
1 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
2 and all dates provided for in the Agreement without further notice to Class Members and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
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6 Dated: T 2018-07-06



7 JUDGE OF THE SUPERIOR COURT
8 **Patrick McKinney / Judge**

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SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 03/30/2026
PLAINTIFF/PETITIONER: Lere Garrett, , an individual, on behalf of themself, and on behalf of all persons similarly situated,	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy P. Drummer-Williams
DEFENDANT/RESPONDENT: Core Analytics Radiology, Inc., a California corporation et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV103976

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] ORDER GRANTING PLAINTIFFS MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Joseph Phillip Sklar
Landegger, Verano ALC
joseph@landeggeresq.com

Shani Zakay
Zakay Law Group, APLC
shani@zakaylaw.com

Dated: 03/30/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



P. Drummer-Williams, Deputy Clerk