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FILED
San Diego Superior Court

JUN 18 2026

Clerk of the Superior Court
By: B. Orihuela, Deputy

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5/22/2026 6:04:27 PM

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(Additional Counsel is Listed on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

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

Plaintiff,

v.

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

Defendants.

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

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: June 18, 2026

Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan

Department: C-66

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1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") duly came on for hearing on June 18,
3 2026, before the above-entitled Court. Zakay Law Group, APLC, JCL Law Firm, APC and Lawyers
4 for Justice, P.C. appeared on behalf of Plaintiff Osvaldo Palomares Jr. ("Plaintiff"). Constangy,
5 Brooks, Smith and Prophete, LLP appeared on behalf of Defendant Invivoscribe, INC.
6 ("Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2024-
15 00019330-CU-OE-CTL, entitled *Osvaldo Palomares Jr. v. Invivoscribe, Inc.*, and over all Parties
16 to this litigation, including the Class.

17 3. With respect to the Class and for purposes of approving this Settlement
18 only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
19 numerous that joinder of all members is impracticable; (b) there are questions of law or fact
20 common to the Class, and there is a well-defined community of interest among the Class with
21 respect to the subject matter of the Action; (c) the claims of Class Representative are typical of the
22 claims of the Class; (d) the Class Representative has fairly and adequately protected the interests
23 of the Class; (e) a class action is superior to other available methods for an efficient adjudication
24 of this controversy; and (f) the counsel of record for the Class Representatives, i.e., Shani Zakay,
25 Esq. of Zakay Law Group, APLC, Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and
26 Arby Aiwazian, Esq., Joanna Ghosh, Esq., Brian J. St. John, Esq., and Erica Stepanian, Esq. of
27 Lawyers for Justice (hereinafter "Class Counsel"), are qualified to serve as counsel for the Class
28 Representative and the Class.

1 **Preliminary Approval of the Settlement**

2 4. On January 9, 2026 the Court granted preliminary approval of a class-wide
3 settlement. At the same time, the Court approved certification of a provisional settlement class for
4 settlement purposes only. The Court confirms this Order and finally approves the settlement and the
5 certification of the Class.

6 **Notice to the Class**

7 5. In compliance with the Preliminary Approval Order, the Notice Packet was
8 mailed by first class mail to the Class Members at their last known addresses on February 17, 2026.
9 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
10 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
11 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
12 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

13 6. The Response Deadline for opting out or objecting was April 3, 2026. There
14 was an adequate interval between notice and deadline to permit Class Members to choose what to
15 do and act on their decision. No Class Members objected. No Class Member requested exclusion.

16 **Fairness Of the Settlement**

17 7. The Agreement provides for a Gross Settlement Amount of \$660,000.00.
18 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
19 Cal.App.4th 1794, 1801.)

20 a. The settlement was reached through arms-length bargaining between
21 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
22 settlement.

23 b. The Parties' investigation and discovery have been sufficient to allow
24 the Court and counsel to act intelligently.

25 c. Counsel for all parties are experienced in similar employment class
26 action litigation and have previously settled similar class claims on behalf of employees claiming
27 compensation. All counsel recommended approval of the Settlement.

28 d. No objections were received. No exclusions were received.

1 e. The participation rate is high. 100% of Class Members will be
2 participating in the Settlement and will be sent settlement payments.

3 8. The consideration to be given to the Class Members under the terms of the
4 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
5 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
6 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
7 litigation and the delays which would ensue from continued prosecution of the Action.

8 9. The Agreement is finally approved as fair, adequate, and reasonable and in
9 the best interests of the Settlement Class Members.

10 **Class Counsel Award**

11 10. The Agreement provides for a Class Counsel Award in an amount not to
12 exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00). Subject to Court
13 approval, the Class Counsel Award consists of attorneys' fees equal to one-third (1/3) of the Gross
14 Settlement Amount, or Two Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00) and
15 reimbursement of attorneys' expenses in an amount of up to Thirty Thousand Dollars and Zero
16 Cents (\$30,000.00).

17 11. An award to Class Counsel of up to Two Hundred Fifty Thousand Dollars
18 and Zero Cents (\$250,000.00) comprised of attorneys' fees in the amount of Two Hundred Twenty
19 Thousand Dollars and Zero Cents (\$220,000.00) and reimbursement of actually incurred attorneys'
20 expenses in the amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) is reasonable
21 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
22 results achieved by Class Counsel. The requested attorneys' fees award represents 1/3 of the
23 common fund, which is reasonable and at the low end of the range for fee awards in common fund
24 cases and is supported by Class Counsel's lodestar.

25 **Service Award**

26 12. The Agreement provides for a Service Award of up to Ten Thousand Dollars
27 and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The Court finds that the
28

1 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is reasonable in light of
2 the risks and burdens undertaken by the Plaintiff in this class action litigation.

3 **Settlement Administration Costs**

4 13. The Agreement provides for Settlement Administration Costs to be paid in
5 an amount not to exceed \$6,490.00. The Declaration of the Settlement Administrator provides that
6 the actual settlement administration costs were \$6,490.00. The amount of this payment is reasonable
7 in light of the work performed by the Settlement Administrator.

8 **II.**

9 **ORDERS**

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 1. The Class is certified for the purposes of settlement only. The Settlement
12 Class is hereby defined as all current and former non-exempt employees who worked for Defendant
13 Invivoscribe, Inc. in California at any time during the Class Period. The Class Period refers to the
14 time worked in California between April 24, 2020 through August 3, 2025.

15 2. Every person in the Class who did not submit and timely and validly Request
16 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the
17 Settlement Administrator, none of the Class Members opted-out of the Settlement.

18 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
19 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
20 this Order and the terms of the Agreement.

21 4. The Court hereby confirms Plaintiff Osvaldo Palomares Jr. as the Class
22 Representative in this Action.

23 5. The Court hereby confirms Shani Zakay, Esq. of Zakay Law Group, APLC,
24 Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and Arby Aiwazian, Esq., Joanna Ghosh,
25 Esq., Brian J. St. John, Esq., and Erica Stepanian, Esq. of Lawyers for Justice as Class Counsel for
26 the Class Representative in this Action.

27 6. Class Counsel are awarded Two Hundred Thirty-Six Thousand Six Hundred
28 Thirty-Five Dollars and Eighty Three Cents (\$236,635.83) comprised of attorneys' fees in the

1 amount of one-third of the Gross Settlement Amount, or Two Hundred Twenty Thousand Dollars
2 and Zero Cents (\$220,000.00) and Attorneys' Costs in the amount of Sixteen Thousand Six Hundred
3 Thirty-Five Dollars and Eighty Three Cents (\$16,635.83). Class Counsel shall not seek or obtain
4 any other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

5 7. The payment of the Service Award to Plaintiff in the amount of \$10,000.00
6 is approved.

7 8. The payment of \$6,490.00 to the Settlement Administrator for Claims
8 Administration Expenses is approved.

9 9. The PAGA Payment of \$33,000.00 is hereby approved as fair, reasonable,
10 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
11 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
12 or collusion.

13 10. Final Judgment is hereby entered in this action. The Final Judgment shall
14 bind each Settlement Class Member.

15 11. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
16 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
17 General Act ("PAGA").

18 12. The term "Aggrieved Employees" is hereby defined as all current and former
19 non-exempt employees who performed work for Defendant Invivoscribe, Inc. in California at any
20 time during the PAGA Period. The PAGA Period means the time worked in California between
21 June 27, 2024 through August 3, 2025..

22 13. The Agreement is not an admission by Defendant, nor is this Final Approval
23 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
24 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
25 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
26 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
27 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
28 in any event be construed as, or deemed to be evidence of, an admission or concession with regard

1 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
2 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
3 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
4 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
5 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
6 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
7 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
8 or issue preclusion or similar defense as to the claims being released by the Settlement.

9 14. Notice of entry of this Final Approval Order and Judgment shall be given by
10 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
11 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
12 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
13 in the Notice Packet.

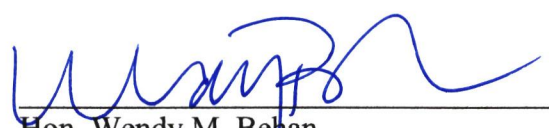
14 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
15 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
16 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
17 connection with the distribution of settlement benefits.

18 16. If the Settlement does not become final and effective in accordance with the
19 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
20 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
21 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

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23 **IT IS SO ORDERED.**
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DATED: 4/18, 2026



Hon. Wendy M. Behan
Judge, Superior Court for the State of California,
County of San Diego