

Filed
July 20, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
25CV460472
By: afloresca

7/20/2026 11:58:15 AM


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individually, and on behalf of other similarly
situated employees and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JUAN CARRILLO, individually, and on
behalf of other similarly situated employees
and Aggrieved Employees Pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

PROTEINSIMPLE; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 25CV460472

*Assigned for all purposes to the Honorable
Theodore C. Zayner, Dept. 19*

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

Date: July 15, 2026
Time: 1:30 p.m.
Dept.: 19

Complaint Filed: September 12, 2024
FAC Filed: January 9, 2026
Trial Date: Not Set

1 [REVISED PROPOSED] ORDER

2 The above-entitled action came on for hearing before the Honorable Theodore C. Zayner on
3 July 15, 2026, at 1:30 p.m. in Department 19. No party contested the tentative ruling; therefore; the
4 Court orders that the tentative ruling be adopted as the order of the court, as follows:

5 This is a putative class and representative action arising from alleged wage and hour violations.
6 In the first amended complaint against defendant ProteinSimple (“Defendant”), plaintiff Juan Carrillo
7 alleges failures to pay minimum and overtime wages, provide compliant meal and rest breaks, timely
8 pay wages during employment and upon termination, provide accurate wage statements, and
9 reimburse business expenses, as well as related claims under Business and Professions Code section
10 17200 and civil penalties under the Private Attorneys General Act (“PAGA”).

11 Plaintiff moves for preliminary approval of the class action and PAGA settlement reached by
12 the parties, and the motion is unopposed. As discussed below, the Court GRANTS the motion for
13 preliminary approval, VACATES the Case Management Conference set for 2:30 p.m. on July 15,
14 2026, and sets a final approval hearing for January 27, 2027 at 1:30 p.m. in Department 19.

15 **I. Legal Standard**

16 “In general, questions whether a settlement was fair and reasonable, whether notice to the class
17 was adequate, whether certification of the class was proper, and whether the attorney fee award was
18 proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple Computer, Inc.*
19 (2001) 91 Cal.App.4th 224, 234-235, disapproved of on other grounds in *Hernandez v. Restoration*
20 *Hardware, Inc.* (2018) 4 Cal.5th 260.) The most important factor is the strength of the plaintiff’s case
21 on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail,*
22 *Inc.* (2008) 168 Cal.App.4th 116, 130.)

23 Like its review of class action settlements, a trial court must also “review and approve” any
24 settlement of an action filed under PAGA. (Lab. Code, § 2699, subd. (s)(2).) Because the operative
25 PAGA notice here was filed on or after June 19, 2024, sixty-five percent of any penalties recovered
26 goes to the Labor and Workforce Development Agency (“LWDA”), leaving the remaining thirty-five
27 percent for the aggrieved employees. (See Lab. Code, § 2699, subd. (i).) The trial court must
28 “determine independently whether a PAGA settlement is fair and reasonable,” to protect “the interests

1 of the public and the LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.*
2 (2021) 72 Cal.App.5th 56, 76-77.) A PAGA settlement may be substantially discounted, and courts
3 often exercise their discretion to award PAGA penalties below the statutory maximum. (*Carrington*
4 *v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529; *Amaral v. Cintas Corp. No. 2* (2008) 163
5 Cal.App.4th 1157, 1213.)

6 **III. Discussion**

7 **A. Provisions of the Settlement**

8 This case has been settled on behalf of:

9 All individuals who currently or formerly worked for Defendant in the
10 State of California as hourly, non-exempt employees at any time during the
Class Period [September 20, 2020 through January 7, 2026].

11
12 (Tang Decl., Ex. 4 (“Agreement”), ¶¶ 12.b, 12.f.) The settlement includes a subset PAGA group of
13 aggrieved employees (“PAGA Employees”), defined as all individuals who worked for Defendant in
14 California as hourly, non-exempt employees during the PAGA Period, September 11, 2023 through
15 January 7, 2026. (*Id.* at ¶¶ 12.aa, 12.cc.)

16 Defendant will pay a non-reversionary gross settlement amount of \$850,000, exclusive of
17 employer-side payroll taxes. (Agreement, ¶ 12.r; Motion, p. 4.) The gross settlement amount includes
18 attorney fees of up to thirty-five percent of the gross settlement amount (\$297,500); litigation costs
19 not to exceed \$35,000; a PAGA allocation of \$35,000 (65 percent (\$22,750) payable to the LWDA
20 and 35 percent (\$12,250) payable to the PAGA Employees); an enhancement (service) payment of up
21 to \$10,000 to the named Plaintiff; and settlement administration costs not to exceed \$6,390.
22 (Agreement, ¶¶ 12.r, 14–17; Motion, p. 4.) After these deductions, the estimated net settlement amount
23 available for distribution to Settlement Class Members is approximately \$466,110, to be paid on a pro
24 rata basis according to workweeks worked during the Class Period. (Motion, pp. 4–5.)

25 The Agreement provides that Apex Class Action Administration will serve as the neutral entity
26 that will administer the settlement. The Court appoints Apex Class Action Administration as the
27 settlement administrator. (Agreement, ¶ 12.oo; Tang Decl., ¶ 49.) Funds from checks remaining
28 uncashed after the void date will be remitted to California Rural Legal Assistance, Inc., as the
designated cy pres recipient pursuant to Code of Civil Procedure section 384. (*Id.* at ¶ 39.) The Court

1 approves the *cy pres* designation.

2 In exchange for the settlement, Settlement Class Members will release Defendant and related
3 entities and persons from all claims which were alleged or which could have been reasonably alleged
4 based on the factual allegations of the Operative Complaint arising during the Class Period...”
5 (Agreement, ¶¶ 12.ii, 40.) PAGA Employees, and the State of California, will be deemed to release
6 the Released Parties from “all claims arising from any of the factual allegations in the PAGA Letter
7 and the Operative Complaint, arising during the PAGA period...” (*Id.* at ¶¶ 12.jj, 41.) The release
8 provisions are appropriately tailored to the factual allegations of the operative pleading. (See *Amaro*
9 *v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

10 **B. Fairness of the Settlement**

11 Plaintiff contends that the Agreement meets the standards for preliminary approval. (Motion,
12 pp. 7–15.) The parties reached the settlement following a full-day mediation on November 7, 2025
13 with Monique Ngo-Bonnici, Esq. (Tang Decl., ¶¶ 15, 27; Motion, pp. 8–9.) Prior to mediation,
14 Defendant produced Plaintiff’s personnel file, a random sampling of putative class members’ time and
15 pay records, its relevant wage and hour policies, and class wide data including the total number of
16 putative class members, total workweeks, and average rates of pay. (Tang Decl., ¶ 28; Motion, p. 9.)

17 According to the analysis by Plaintiff’s counsel, Defendant’s estimated maximum potential
18 exposure for all claims (assuming success at trial on every claim and a violation for every employee
19 on every shift) is approximately \$5,629,145, including \$417,200 in PAGA penalties. (Tang Decl., ¶¶
20 31, 33; Motion, p. 10.) Counsel discounted that figure by 60 percent to account for the risk of failing
21 to obtain or maintain class certification, and by a further 60 percent for merits-based risks, yielding an
22 adjusted, realistic exposure of approximately \$900,663. (Tang Decl., ¶ 43; Motion, p. 14.)

23 The gross settlement amount of \$850,000 represents approximately 15 percent of Defendant’s
24 estimated maximum exposure and approximately 94 percent of its estimated realistic exposure, which
25 is within the general range of percentage recoveries that California courts have found to be reasonable.
26 The \$35,000 PAGA allocation represents approximately 4 percent of the gross settlement amount.
27 (Motion, p. 14.)
28

1 The Court has reviewed Plaintiff's written submissions and is satisfied that the settlement is
2 fair and may be preliminarily approved.

3 **C. Service Award, Fees and Costs**

4 Plaintiff seeks a service award of \$10,000 and has provided a declaration describing his
5 participation in this action. (Carrillo Decl., ¶¶ 3–5, 12; Tang Decl., ¶ 45.) The Court is inclined to
6 approve the service award in the amount requested and will issue its determination at the final approval
7 hearing. Class counsel will seek attorney fees of up to thirty-five percent of the gross settlement
8 amount (\$297,500), plus litigation costs not to exceed \$35,000. (Motion, pp. 18–19.) Because the
9 requested 35 percent fee exceeds the one-third benchmark commonly applied to California wage and
10 hour class settlements, the Court will scrutinize the fee request, including through a lodestar cross-
11 check, at the final approval hearing. Prior to the final approval hearing, class counsel shall submit
12 lodestar information (including hourly rates and hours worked) as well as evidence of actual litigation
13 costs and settlement administration costs incurred.

14 **D. Conditional Certification of Class**

15 Plaintiff requests that the class be conditionally certified for purposes of the settlement.
16 California Code of Civil Procedure section 382 authorizes certification of a class “when the question
17 is one of a common or general interest, of many persons, or when the parties are numerous, and it is
18 impracticable to bring them all before the court ...” Plaintiff states there are approximately 176 class
19 members who can be identified from a review of Defendant's payroll records. (Tang Decl., ¶ 20;
20 Motion, p. 15.) The Court finds that there are common questions regarding whether class members
21 were subjected to Defendant's allegedly uniform unlawful wage and hour practices, that the class is
22 sufficiently numerous and ascertainable, and that the proposed class may be conditionally certified for
23 settlement purposes. Defendant has stipulated to certification for settlement purposes only. (Motion,
24 p. 15.)

25 **E. Class Notice**

26 California Rules of Court, rule 3.769, subdivision (f), provides, “If the court has certified the
27 action as a class action, notice of the final approval hearing must be given to the class members in the
28 manner specified by the court. The notice must contain an explanation of the proposed settlement and

1 procedures for class members to follow in filing written objections to it and in arranging to appear at
2 the settlement hearing and state any objections to the proposed settlement.”

3 Here, the proposed Class Notice describes the lawsuit, explains the settlement and the
4 allocation of the gross settlement amount (including attorney fees and the enhancement payment),
5 states each class member’s estimated individual payment, and sets forth the procedures and 60-day
6 deadline for requesting exclusion from, objecting to, or disputing workweeks and pay periods under
7 the settlement. (Agreement, Ex. A; Motion, pp. 19–21.) The notice will be mailed in English and
8 Spanish, by first-class mail following a National Change of Address search. (Motion, pp. 19–20.) The
9 form of the notice is generally adequate, subject to the modifications set forth below.

10 First, the Court is concerned that the objection procedure imposes conditions that are
11 unnecessary to a valid objection and that may deter class members from exercising their right to object.
12 As proposed, a Notice of Objection must include the objector’s signature and the last four digits of the
13 objector’s Social Security number, a written statement of all grounds for the objection accompanied
14 by any legal support, and copies of any documents on which the objection is based. (Agreement, ¶
15 12.y; Motion, pp. 20–21.) Nothing in California Rules of Court, rule 3.769, requires an objecting class
16 member to supply a Social Security number, and the settlement administrator can verify a class
17 member’s identity by matching name and address against the class list without it. Conditioning a valid
18 objection on providing Social Security information, and on stating all grounds with supporting legal
19 authority and documents, imposes an unwarranted burden on the right to object and raises unnecessary
20 privacy concerns.

21 Accordingly, the notice and Agreement shall be modified so that a class member need not
22 provide any portion of a Social Security number in order to object, and so that an objection is valid if
23 it identifies the objector (by name and address) and reasonably states the basis for the objection; class
24 members shall remain free, but not required, to submit supporting materials. The Court notes that the
25 settlement already permits class members to object orally at the final approval hearing regardless of
26 whether they submitted a written objection (Agreement, ¶ 32), which the modified written procedure
27 shall complement rather than replace.

1 Second, the following language regarding the final approval hearing shall be added to the
2 notice:

3 Class members may appear at the final approval hearing in person or remotely using the
4 link for Department 19 (Afternoon Session), and should review the remote appearance
instructions beforehand:

5 <https://santacleara.courts.ca.gov/online-services/remote-hearings>

6 Class members who wish to appear remotely are encouraged to contact class counsel at
7 least three days before the hearing, if possible, so that potential technology or audibility
issues can be avoided or minimized.

8 On the condition that the parties make the above changes to the notice prior to its mailing, the
9 notice is approved.

10 **IV. Conclusion**

11 The Court GRANTS the motion for preliminary approval, VACATES the Case Management
12 Conference set for 2:30 p.m. on July 15, 2026, and sets a final approval hearing for January 27, 2027
13 at 1:30 p.m. in Department 19.

14 Plaintiff shall prepare the order in accordance with California Rules of Court, rule 3.1312.

15 **IT IS SO ORDERED.**

16
17 Dated: July 17, 2026

18 
19 _____
20 Honorable Theodore C. Zayner
21 Judge of the Superior Court
22
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EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Juan Carrillo v. ProteinSimple **Superior Court of California for the County of Santa Clara, Case No. 25CV460472**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Juan Carrillo ("Plaintiff") and Defendant ProteinSimple ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Juan Carrillo v. ProteinSimple*, Santa Clara County Superior Court, Case No. 25CV460472 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on January 27, 2027 at 1:30 p.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from September 12, 2020 through January 7, 2026.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from September 11, 2023 through January 7, 2026.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 11, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated. On September 12, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On November 25, 2025, Plaintiff provided an amended written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated. Together, the September 11, 2024 and November 25, 2025 notices are referred to as the "PAGA Letter." On December 15, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint. ("Operative Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Administration as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Juan Carrillo as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Alexandra Rose
Theodore R. Tang
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Fifty Thousand Dollars and No Cents (\$850,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$297,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and No Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) to Plaintiff for his services in the Action; (3) the amount of Thirty-Five Thousand Dollars and No Cents (\$35,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$22,750.00) (“LWDA Payment”) and the remaining 35% (\$12,250.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Three Hundred Ninety Dollars and No Cents (\$3,690.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement

(which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

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

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

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From September 12, 2020 through January 7, 2026 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From September 11, 2023 through January 7, 2026 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Juan Carrillo v. ProteinSimple*, Case No. 25CV460472); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

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

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

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements (including sick pay accrual), and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 245-249, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements (including sick pay accrual), maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 245-249, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$297,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Three Hundred Ninety Dollars and Zero Cents (\$6,390) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process,

including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

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

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Juan Carrillo v. ProteinSimple*, Case No. 25CV467472); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Juan Carrillo v. ProteinSimple*, Case No. 25CV467472); (b) contain your full name and address; (c) contain a written statement reasonably explaining the basis of your objection; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**. You may, but are not required to, include any papers, briefs, or other documents upon which the objection is based.

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 16 of the Santa Clara County Superior Court, located at 191 N. First St., San Jose, CA 95113, on **January 27, 2027**, at **1:30 p.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

Class Members may appear at the Final Approval Hearing in person or remotely using the link for Department 19 (Afternoon Session) and should review the remote appearance instructions beforehand: <https://santaclara.courts.ca.gov/online-services/remote-hearings>

Class Members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other documents filed in the Action by visiting <https://portal.scscourt.org/> or by visiting the clerk's office at the Downtown Superior Court located at 191 N. First St., San Jose, CA 95113. See <https://santaclara.courts.ca.gov/self-help/self-help-topics/self-help-civil/civil-faqs> for more information about hours, requirements, and procedures.

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

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

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

PROOF OF SERVICE

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On July 17, 2026, I served a copy of the following document(s):

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

on the interested parties as follows:

Matthew B. Seipel
Jennifer A. Puza
HANSON BRIDGETT LLP
500 Capitol Mall, Suite 1500
Sacramento, California 95814
Telephone: (916) 442- 3333
Facsimile: (916) 442-2348
Emails: mseipel@hansonbridgett.com
jpuza@hansonbridgett.com
JC@hansonbridgett.com

Attorneys for Defendant

- ☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.
- ☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 17, 2026 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista