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Attorneys for Plaintiff Jennifer Juan

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 27 2026

D. Board **DB**

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JUL 28 2026

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JENNIFER JUAN, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

UNITED LAB SERVICES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CVRI2406552

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to Hon. Harold W. Hopp, Dept. 1]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF JOINT
STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff, and the Declaration of Sean
Hartranft]*

PRELIMINARY APPROVAL HEARING

Date: July 27, 2026
Time: 8:30 a.m.
Dept.: 1
Judge: Hon. Harold W. Hopp

Action Filed: November 19, 2024
Trial Date: Not Set

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1 not more than one-third or \$106,666.66 of the Gross Settlement Amount; (e) up to \$20,000.00 to
2 reimburse Class Counsel's costs for actual litigation expenses incurred; and (f) an Administration
3 Expenses Payment not to exceed \$8,750.00 to the Administrator for its fees and expenses in
4 administering this Settlement.

5 4. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
6 reasonable to the Class Members when balanced against the probable outcome of further litigation
7 relating to class certification, liability and damages issues, and potential appeals; (2) significant
8 informal discovery, investigation, research, and litigation have been conducted such that counsel for
9 the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this
10 time will avoid substantial costs, delay, and risks that would be presented by the further prosecution
11 of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious,
12 and non-collusive negotiations between the Parties. Accordingly, the Court preliminarily finds that
13 the Settlement Agreement was entered into in good faith.

14 5. A final fairness hearing on the question of whether the proposed Settlement
15 Agreement, Class Counsel's attorneys' fees and costs, the PAGA Penalties, and the Class
16 Representative Enhancement Payment should be finally approved as fair, reasonable, and adequate
17 as to the members of the Class is hereby set in accordance with the Implementation Schedule set
18 forth below.

19 6. The Court provisionally certifies, for settlement purposes only, the following class
20 (the "Class"): all persons, excluding Registered Nurses and Nurse Practitioners, employed by
21 Defendant as hourly-paid, non-exempt employees in the State of California during the Class Period.
22 The Class Period means the period from November 19, 2020, to March 21, 2026. Excluded from the
23 Class is any Class Member who opts out of the Class portion of the Settlement by sending the
24 Administrator a valid and timely Request for Exclusion.

25 7. The Court identifies, for settlement purposes only, the following individuals (the
26 "Aggrieved Employees"): all persons, excluding Registered Nurses and Nurse Practitioners,
27 employed by Defendant as hourly-paid, non-exempt employees in the State of California during the
28 PAGA Period. The PAGA Period means the period from November 14, 2023, to March 21, 2026.

1 8. The Court finds, for settlement purposes only, that the Class meets the requirements
2 for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so
3 numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of
4 general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's
5 claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and
6 adequately protect the interests of the Class Members; and (5) a class action is superior to other
7 available methods for the fair and efficient adjudication of the controversy.

8 9. The Court appoints, for settlement purposes only, Plaintiff Jennifer Juan as the Class
9 Representative. The Court approves, on a preliminary basis, a Class Representative Enhancement
10 Award of not more than \$7,500.00 to Plaintiff for her contributions and participation in the litigation,
11 and for the risks assumed therefore. To the extent the final amount awarded at the Final Approval
12 Hearing is less than \$7,500.00 to Plaintiff, the Administrator will retain the remainder in the Net
13 Settlement Amount.

14 10. The Court appoints, for settlement purposes only, Moon Law Group, PC as Class
15 Counsel. The Court approves, on a preliminary basis, Class Counsel's ability to request attorneys'
16 fees of not more than one-third of the Gross Settlement Amount or \$106,666.66, and reimbursement
17 for actual costs not to exceed \$20,000.00. To the extent the final amounts awarded at the Final
18 Approval Hearing are less than the foregoing, the Administrator will retain the remainder in the Net
19 Settlement Amount.

20 11. The Court appoints APEX Class Action LLC as the Administrator with payment for
21 reasonable administration costs not to exceed \$8,750.00, except upon a showing of good cause and
22 as approved by the Court. To the extent actual administration expenses are less than \$8,750.00, the
23 Administrator will retain the remainder in the Net Settlement Amount. The Administrator shall
24 perform services and duties as provided for in the Settlement Agreement, including, but not limited
25 to, mailing, via first-class U.S. Mail, of the Class Notice, Request for Exclusion Form, and Objection
26 Form. Class Members and/or Aggrieved Employees shall not be required to submit a claim form as
27 a condition of payment.

28 12. The Court approves, as to form and content, the Class Notice, Request for Exclusion

Form, and Objection Form (together "Notice Packet") attached hereto as **Exhibit A**. The Notice Packet shall be mailed in English and Spanish to Class Members via first-class United States Postal Service mail. The Court finds, on a preliminary basis, that the plan for distribution of the Notice Packet to Class Members satisfies due process, provides the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

13. Class Members who wish to exclude themselves from the Settlement shall submit a written request using the attached Request for Exclusion Form, which shall be timely submitted to the Administrator and shall not be submitted to the Court. The Administrator shall send copies of any exclusion forms received to the Parties' respective counsel. In the Administrator's declaration to be filed concurrently with the filing of any motion for final approval, the Administrator shall authenticate a copy of every exclusion form received.

14. Any Class Member who does not request exclusion from the Settlement may object to the Settlement Agreement. Participating Class Members who wish to object to the Settlement may submit a written objection using the attached Objection Form, which shall be timely submitted to the Administrator and shall not be submitted to the Court. The Administrator shall send copies of any objection forms received to the Parties' respective counsel. In the Administrator's declaration to be filed concurrently with the filing of any motion for final approval, the Administrator shall authenticate a copy of every objection form received. Participating Class Members may also object to the Settlement by appearing at the Final Approval Hearing and stating an oral objection.

15. The Parties and Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

16. The Court orders the following Implementation Schedule:

Defendant to provide Class Data to the Administrator	Within 14 calendar days after entry of the Preliminary Approval Order
Administrator to mail the Class Notice and Forms	Within 14 calendar days after receipt of the Class Data
Response and Opt-Out Deadline	Within 45 calendar days after mailing (extended by 14 days for re-mailed Notices)

Deadline to file Motion for Final Approval	No later than 16 court days before Final Approval Hearing
Final Approval Hearing	December 18, 2026

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members. However, Class Counsel and/or the Administrator shall give notice to any objecting party of any continuance of the Final Approval Hearing.

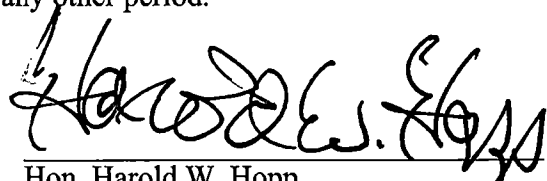
18. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

19. The Settlement Agreement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement Agreement. The obligations set forth in the Settlement Agreement are deemed part of this Order.

20. The Class is not enjoined from filing any actions or administrative proceedings pending the final hearing on settlement or for any other period.

IT IS SO ORDERED.

DATE:



Hon. Harold W. Hopp
Judge of the Riverside County Superior Court

EXHIBIT A

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Jennifer Juan v. United Lab Services, Inc.

Superior Court of California, Riverside County, Case No. CVRI2406552

If you were employed by United Lab Services, Inc. as a non exempt employee between November 19, 2020 and March 21, 2026, are were not employed as a Registered Nurse or Nurse Practitioner you are eligible to receive money from this Settlement

*A court authorized this Notice. This is not a lawsuit against you and you are not being sued.
This is not a solicitation from a lawyer.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	RECEIVE PAYMENT AND RELEASE THE CLASS CLAIMS ALLEGED IN THIS ACTION. You will receive payment automatically and you will be covered by the release of class claims. Your individual Settlement Payment is estimated to be \$ _____. (including waiting time penalties allocation if applicable) The actual amount you may receive may be different and will depend on different factors. An explanation on how your payments are calculated are indicated below.
EXCLUDE YOURSELF	OPT OUT OF THE SETTLEMENT. YOU NEED TO SEND A REQUEST FOR EXCLUSION. Once excluded you will not be a participating member of the class and no longer eligible for Individual Class Payment. Non Participating Class Members cannot object to any portion of the proposed Settlement. However, you cannot opt out of the PAGA portion of the proposed Settlement. You will still get paid the PAGA penalties and remain bound by the PAGA release of claims regardless if you submit a request for exclusion. You must submit a valid Request for Exclusion described below.
CHALLENGE WORKWEEKS AND/OR PAGA PAY PERIODS NO LATER THAN _____	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties if any depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either and you want to challenge the number you must do so by _____ and inform the Administrator.
OBJECT	All Class members who do not opt out can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff. Every dollar paid to Class Counsel and

NO LATER THAN _____	Plaintiff reduces the overall paid to participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. You may also appear at the Final Approval Hearing on _____ to object, the process for which is described below. If you wish to Object you cannot send a Request for Exclusion letter.
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1. Why have I received this Notice?

The California Superior Court of Riverside County has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement (“Settlement”) reached between Plaintiff Jennifer Juan (“Plaintiff”) and Defendant United Lab Services, Inc. (“Defendant”), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant’s records indicate that you are a member of the Class. For purposes of Settlement, the “Class” is comprised of all persons, excluding Registered Nurses and Nurse Practitioners, employed by Defendant as hourly-paid, non-exempt employees in the State of California from November 19, 2020, to March 21, 2026. (“Class Members”). The “Class Period” is November 19, 2020, through March 21, 2026.

In addition, Defendant’s records indicate that you are a member of the PAGA Group (“Aggrieved Employee”). For purposes of Settlement, “Aggrieved Employee” means “all persons, excluding Registered Nurses and Nurse Practitioners, employed by Defendant as hourly-paid, non-exempt employees in the State of California during the PAGA Period.”

The “PAGA Period” is November 14, 2023, through March 21, 2026.

2. What is the proposed Settlement about?

On November 19, 2024, Plaintiff initiated a lawsuit alleging the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*], and (9) civil penalties based on the foregoing allegations under PAGA.

Throughout the litigation, Defendant denied each and every factual and legal allegation raised in the representative action, and denies any wrongdoing or liability in the: Jennifer Juan v. United Lab Services, Inc. (CVRI2406552) County of Riverside Superior Court of California (“Action.”) Plaintiff alleges various Labor Code violations. Among other things, Plaintiff claims Defendant failed to pay for all hours worked for the time its non exempt were working overtime, failed to comply with meal and rest periods,. failed to pay rest or meal premium pay, failed to provide accurate wage statements, and pay all earned and owed wages upon separation. Defendant asserts that it fully complied with all legal obligations owed, including timely and properly paying for all hours worked by its non exempt employees.

Plaintiff and Defendant (the “Parties”) reached a Settlement through mediation with Marc Feder and agreed to enter into this Class Action and Representative Action settlement that resolves all the claims Plaintiff alleged in the Action. The parties agreed to the Settlement because they believe it is a fair, reasonable and adequate under the circumstances. Plaintiff thinks her claims have merit and would be successful at trial. On the other hand, Defendant denies liability and believes Plaintiff would not have won anything at trial. The parties negotiated this settlement to avoid risk and uncertainty of continued litigation and agree that the Settlement is advantageous to all parties in consideration of these risks and uncertainties.

3. *Who is included in the Settlement*

You are a member of the Class if you performed work as a non exempt employee (except Nurses and Nurse Practitioners) at anytime between November 19, 2020, to March 21, 2026

You are a PAGA employee and entitled to a portion of the PAGA Payment if you worked between November 14, 2023 and March 21, 2026. All PAGA employees will receive a pro rata share of the PAGA Payment regardless of whether they opt out of the Settlement.

3. *Who are the attorneys representing the Parties?*

The Court has appointed Plaintiff’s attorneys as “Class Counsel” to represent all Class Members. You will not be charged for this legal representation.

Class Counsel’s contact information is as follows:

Attorneys for Plaintiff

Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
Sandy Pham (SBN 352753)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: hsleviant@moonlawgroup.com
E-mail: spham@moonlawgroup.com

Defendant is represented by the following attorneys:

Attorneys for Defendant

Thomas Edward Daugherty (SBN 269063)
KLINEDINST PC
501 West Broadway, Suite 1100
San Diego, California 92101
Telephone: (619) 400-8000
Facsimile: (619) 238-8707
E-mail: tdaugherty@klinedinstlaw.com

Imbar Sagi-Lebowitz (SBN 232728)

KLINEDINST PC

777 S. Figueroa St., Suite 4000

Los Angeles, California 90017

E-mail: (213) 442-7000

FAX (213) 406-1101

E-mail: isagi-lebowitz@klinedinstlaw.com

4. *How much is the Settlement for and how can I expect to receive?*

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of \$320,000.00, which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Plaintiff's Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Settlement Administrator's Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency ("LWDA"). Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys' fees payable from the GSA in the amount of up to one-third (i.e., \$106,666.66) of the GSA as well as reimbursement of their actual litigation costs not to exceed \$20,000.00. Plaintiff is seeking an enhancement award from the GSA in the amount of \$7,500.00 for her service as the Class Representative. The Parties are asking that \$30,000.00 of the GSA be allocated to settle the PAGA claims, with 65% (i.e., \$19,500.00) to be paid to the LWDA and the remaining 35% (i.e., \$10,500.00) to be distributed to Aggrieved Employees through Individual PAGA Payments. The Administrator estimates that the cost of administering this Settlement will not exceed \$X

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual's number of Workweeks. "Participating Class Members" are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement. A "Workweek" refers to any week during which a Participating Class Member worked for Defendant in California for at least one day within the Class Period.

Defendant's records show you are a member of the Class. Defendant's records show you worked a total of ____ qualifying workweeks as a non exempt employee during the Class Period. This means that you will receive a settlement amount that is currently estimated to be \$ ____ less applicable taxes and payroll deductions.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods. A "PAGA Pay Period" refers to any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day within the PAGA Period.

Only if the Settlement receives final approval by the Court the Settlement Administrator will send you your individual Settlement Payments.

Defendant's records indicate that you worked approximately [redacted] **PAGA Pay Periods**. Accordingly, your Individual PAGA Payment is estimated to be \$ [redacted]. The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on an IRS Form 1099.

5. *What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?*

If you believe the workweek or pay period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you must contact the Settlement Administrator as soon as possible and provide documentation that you believe demonstrates that this number is incorrect and authorize the Settlement Administrator to review your records and related documents. This must be done within 45 days of mailing at the designated address for the Settlement Administrator. The Settlement Administrator will review the pertinent records showing the total number of Workweeks and you worked during the Class Period and Defendant has agreed to make available for this purpose and make a determination. If you do not provide any documents or other evidence to support the challenge, the Settlement Administrator will reject it.

6. *What are my rights regarding this Settlement?*

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Settlement, or any particular terms of the Settlement, to be approved by the Court. If you wish to object to the Settlement, may use the Objection Form enclosed with this Notice.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner

specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing set for _____, 2026, at _____ a.m./p.m. in Department 1 of the Riverside County Superior Court, Riverside Historic Courthouse. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

If the Final Approval Hearing is continued to another date or time, the Administrator will give notice to any Participating Class Member who submitted an Objection.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are expected to receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

Your objection cannot ask the Court for a larger settlement. The Court can only approve or deny the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you choose to object to the Settlement you may enter an appearance at the Final Approval Hearing in propria persona (representing yourself) or through an attorney that you hire and pay yourself.

OPTION 3: Exclude Yourself from The Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator. To submit a Request for Exclusion, you may use the **Request for Exclusion Form** enclosed with this Notice.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Jennifer Juan v. United Lab Services, Inc.* (Riverside Case No. CVRI2406552)); (3) a clear statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than _____, 2026. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement.

Note: You cannot opt out of the PAGA portion of the proposed Settlement. You are an Aggrieved Employee and when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion.

7. *When is the Final Approval Hearing?*

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on _____, 2026, at _____ a.m./p.m. in **Department 1** of the Riverside County Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501.

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for Department 1 at (951)777-3147 for instructions on how to remotely appear or verify the hearing date and time.

8. *Can I be retaliated against for participating in the Settlement?*

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

9. *What claims are being released as part of the Settlement?*

Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims as follows: all claims, in the Operative Complaint during the Class Period for damages or that could have been raised in the Operative Complaint, including Business and Professions Code Sections 17200 et. Seq. for inter alia, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to timely pay final wages upon termination, failure to provide accurate itemized wage statements, unfair business practices, causes of action and factual or legal theories that were alleged on behalf of Class Members or reasonably could have been alleged based on the facts and legal theories contained in the First Amended Complaint or any subsequent complaint ("Operative Complaint"). during the Class Period. ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims. All PAGA Aggrieved Employees composed of all employees in the Class employed by Defendant at anytime from November 14, 2023 to March 21, 2026, will release all claims for civil penalties under PAGA, based on the facts and Labor Code sections that were alleged or reasonably could have been alleged in Plaintiff's PAGA letters and the Operative Complaint. The release will be as to the Released Parties.

Effective Date of Releases: The released claims described above will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

Released Parties: The "Released Parties" means Defendant, together with its officers, directors, and employees.

10. What if I lose my Settlement check or tax forms?

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any tax forms that you have lost. After the Void Date, the Administrator will cancel your check and transmit the funds in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, uncashed funds will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

If your check has been voided, you should contact the Settlement Administrator or consult the California Controller's Unclaimed Property Fund at ucpi.sco.ca.gov for instructions on how to retrieve the funds.

11. How can I get more information?

The *Class and PAGA Action Settlement Agreement* ("Settlement") is on file with the Court as Exhibit 1 to the *Declaration of Kane Moon in Support of Motion for Preliminary Settlement Approval*, filed on DATE.

This Notice contains a summary of the basic terms of the Settlement and description of the Actions. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Actions, free of charge, during regular business hours at the Court Clerk's office of the Riverside County Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501. You may also access the records online at: <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>.

If you need more information or have any questions, you may contact the attorneys representing the Parties at the contact information provided above.

You may also contact the Settlement Administrator at the following contact information:

Jennifer Juan v. United Lab Services, Inc.
c/o [Settlement Administrator Name]
[ADDRESS]

[ADDRESS]
[PHONE NUMBER] | [EMAIL]

**PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR
INFORMATION REGARDING THIS NOTICE.**

Jennifer Juan v. United Lab Services, Inc.
Riverside County Superior Court Case No. CVRI2406552



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement.

Use and return this form only if you wish to be excluded from the Settlement Class and do not wish to object to the Settlement. If you exclude yourself from the Class by completing and returning this form, you will not receive your Individual Class Payment and will not be bound by the Released Class Claims. However, even if you exclude yourself from the Settlement Class, you will still be bound by the Released PAGA Claims and receive your Individual PAGA Payment if the Court approves the Settlement.

If you wish to remain in the Settlement Class and receive an Individual Class Payment, disregard this form. You do not need to do anything to receive a settlement payment, and you will receive a check by U.S. Mail if the Court approves the Settlement.

To be valid, your Request for Exclusion Form must be signed by you and returned to the Settlement Administrator at the address or email address provided below. To be timely, your Request for Exclusion Form must be postmarked or have a transmission date on or before _____, 2026.

I hereby confirm that I have received notice of the proposed Settlement in the lawsuit *Jennifer Juan v. United Lab Services, Inc.*, and I wish to be excluded from the Settlement Class. I understand that I will not receive an Individual Class Payment and will not be bound by the Released Class Claims. However, I understand that I will still receive my Individual PAGA Payment and will be bound by the Released PAGA Claims.

Dated: _____

Full Name: _____

Signature: _____

What is the Settlement Administrator's contact information?

Jennifer Juan v. United Lab Services, Inc.

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]

Jennifer Juan v. United Lab Services, Inc.
Riverside County Superior Court Case No. CVRI2406552



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement. Use and return this form only if you wish to object to the Class Settlement. You may also object to the Settlement by making an oral Objection at the Final Approval Hearing. If you wish to object to the Settlement, do not submit a Request for Exclusion. If the Court overrules your Objection and approves the Settlement, you will receive your Individual Class Payment and be subject to the terms of the Settlement, including the release of claims as set forth in the Settlement.

To be valid, your Objection Form must be signed by you and returned to the Settlement Administrator at the address or email provided below. To be timely, your Objection Form must be postmarked or have a transmission date on or before _____, 2026.

I object to the settlement in *Jennifer Juan v. United Lab Services, Inc.* (Riverside Case No. CVRI2406552) because:

Dated: _____

Full Name: _____
Signature: _____

What is the Settlement Administrator's contact information?

Jennifer Juan v. United Lab Services, Inc.

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]