

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JOSE LAPENTA, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

NEOGENOMICS LABORATORIES, INC.;
and DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2022-01299457-CU-OE-CXC

Assigned for all purposes to:
Hon. Melissa R. McCormick
Dept. CX105

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the "Action");

3 WHEREAS, Plaintiff Jose Lapenta ("Plaintiff"), individually and on behalf of all others
4 similarly situated and on behalf of the general public have applied to this Court for an order
5 preliminarily approving the settlement of the Action in accordance with the Class Action and
6 PAGA Settlement Agreement and Class Notice (the "Settlement" or "Agreement") entered into
7 by Plaintiff and Defendant Neogenomics Laboratories, Inc. ("Defendant") which sets forth the
8 terms and conditions for a proposed settlement upon the terms and conditions set forth therein
9 (Plaintiff and Defendant shall be collectively referred to herein as the "Parties"); and

10 WHEREAS, the Court has read and considered Plaintiff's Motion for Preliminary
11 Approval of Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
13 THAT:

14 1. This Order incorporates by reference the definitions in the Class Action and
15 PAGA Settlement Agreement attached hereto as Exhibit 1 and the Amendment to Class Action
16 and PAGA Settlement Agreement attached hereto as Exhibit 2. All terms defined therein shall
17 have the same meaning in this Order.

18 2. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
19 and reasonable, and in the best interests of the Class Members.

20 3. With respect to the Class and for settlement purposes only, the Court finds on a
21 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all
22 Class Members is impracticable; (b) there are questions of law and fact common to the Class
23 that predominate over any questions affecting only individual Class Members; (c) Plaintiff's
24 claims are typical of the Class's claims; (d) class certification is a superior method for
25 implementing the Settlement and adjudicating this Action in a fair and efficient manner; (e) the
26 Class Representatives can fairly and adequately protect the Class's interests; and (f) Class
27 Counsel are qualified to serve as counsel for the Class.

1 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
2 conditionally certifies the class for settlement purposes only. The Class is defined all persons who
3 are employed or have been employed by Defendant in California as non-exempt employees
4 during the Class Period of December 30, 2018 through May 20, 2024, excluding any person who
5 previously settled or released the claims covered by the Settlement.

6 5. Plaintiff Jose Lapenta is hereby preliminarily appointed and designated as the
7 Class Representative and the attorneys of Aegis Law Firm, PC are hereby preliminarily appointed
8 and designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on
9 behalf of the Class Members with respect to all acts or consents required by, or which may be
10 given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the
11 Settlement. Any Class Member may enter an appearance either personally or through counsel of
12 such individual's own choosing and at such individual's own expense. Any Class Member who
13 does not enter an appearance or appear on his or her own will be represented by Class Counsel.

14 6. Should, for whatever reason, the Settlement not become final, the fact that the
15 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
16 bearing on, nor be admissible in connection with, the issue of whether a class should be certified
17 in a non-settlement context.

18 7. The Court hereby preliminarily approves the definition and disposition of the
19 Gross Settlement Amount and Net Settlement Amount and related matters provided for in the
20 Settlement, subject to modification at final approval.

21 8. The Gross Settlement Amount is \$4,000,000.00. The Court hereby preliminarily
22 approves Class Counsel attorneys' fees not to exceed \$1,333,333.33 (not to exceed one-third of
23 gross settlement amount), Class Counsel litigation expenses not to exceed \$30,000.00, a Service
24 Award not to exceed \$5,000.00 to the Named Plaintiff, PAGA penalties of \$100,000.00
25 (\$75,000.00 to the LWDA), and costs of administration not to exceed \$10,550.00, subject to final
26 approval.

27 9. The Court hereby approves, as to form and content, the Class Notice packet, to be
28 distributed to Class Members. The Class Notice (in English and Spanish) is attached hereto as

1 Exhibit 3, the Exclusion Form (in English and Spanish) is attached hereto as Exhibit 4, and the
2 Class Member Workweek/Pay Period Dispute Form (in English and Spanish) is attached hereto as
3 Exhibit 5. The Court finds that distribution of the Class Notice packet, substantially in the manner
4 and form set forth in the Settlement and this Order, meets the requirements of due process, is the
5 best notice practicable under the circumstances, and shall constitute due and sufficient notice to all
6 persons entitled thereto.

7 10. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator and
8 hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the
9 Class Notice using the procedures set forth in the Settlement Agreement. Class Members who
10 wish to participate in the settlement provided for by the Settlement Agreement do not need to
11 respond to the Class Notice.

12 11. A Final Approval Hearing is scheduled for **December 18, 2025 at 2:00 p.m.** in
13 Department CX105 of the Superior Court for the State of California, County of Orange, located at
14 751 West Santa Ana Blvd., Santa Ana, CA 92701. All papers in support of final approval and
15 related awards for fees, costs, and Plaintiff's incentive award must be filed and served at least 16
16 court days before the final approval hearing.

17 12. Pending the Final Approval Hearing, all proceedings in this Action, other than
18 proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are
19 hereby stayed.

20 13. Jurisdiction is hereby retained over this Action, the Parties to the Action, and
21 each of the Class Members for all matters relating to this Action, and this Settlement, including
22 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
23 enforcement of this Settlement and this Order, pursuant to Civil Procedure Code section 664.6.

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2 14. The Court reserves the right to adjourn or continue the date of any hearing and all
3 dates provided for in the Settlement without further notice to Class Members, and retains
4 jurisdiction to consider all further applications arising out of or connected with the proposed
5 Settlement.

6 **IT IS SO ORDERED.**

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8 DATED: July 30, 2025

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10 MELISSA R. MCCORMICK
11 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jose Lapenta (“Plaintiff”) and defendant NeoGenomics Laboratories, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Jose Lapenta v. NeoGenomics Laboratories, Inc.* initiated on December 30, 2022 and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons currently or formerly employed by Defendant as a non-exempt employee in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all persons who are employed or have been employed by Defendant in California as non-exempt employees during the Class Period. The Class does not include any person who previously settled or released the claims covered by this Settlement.
- 1.6. “Class Counsel” means Kashif Haque, Samuel Wong, Jessica L. Campbell, Carolyn M. Bell and Elizabeth Robles of Aegis Law Firm, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. "Class Member Address Search" Means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period from December 30, 2018 through May 20, 2024.
- 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Orange.
- 1.16. "Defendant" means named Defendant NeoGenomics Laboratories, Inc.
- 1.17. "Defense Counsel" means Jackson Lewis P.C.
- 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. "Gross Settlement Amount" means \$4,000,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below.

The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from December 30, 2021 to May 20, 2024.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" means Plaintiff's December 30, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000.00) and the 75% to the LWDA (\$75,000.00) in settlement of PAGA claims.

- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiff" means Jose Lapenta, the named plaintiff in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3 below.
- 1.41. "Released Parties" means: (i) Defendant; (ii) each of Defendant's respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendant (iii) the past present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing, including, but not limited to, temporary agencies.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On December 30, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay wages timely during employment; (8) failure to pay all wages due upon separation of employment; and (9) violation of Business and Professions Code §§ 17200, et seq. On May 30, 2023, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for Enforcement of Labor Code § 2698 *et seq.* ("PAGA"). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On March 20, 2024, the Parties participated in an all-day mediation presided over by Hon. Carl J. West which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained through informal discovery, documents and data, including Plaintiff's personnel file, timekeeping and pay records for the class and Defendant's policy documents. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$ 4,000,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$ 5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a class Representative Service payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$1,333,333.33 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,550.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,550.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and

(b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 70% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and 10% of each Participating Class Member's Individual Class Payment will be allocated to interest (penalties and interest collectively, the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$25,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates Members collectively worked a total of 184,578 Workweeks based on timekeeping and payroll data during the period from December 30, 2018 to March 20, 2024.

- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet or its equivalent. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are

returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b)..

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1. Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, but not limited to: (1) failure to pay minimum wage under Labor Code sections 1194, 1194.2, 1197; (2) failure to pay overtime wages under Labor Code sections 510, 1194, 1198; (3) failure to provide meal periods under Labor Code sections 226.7, 512; (4) failure to permit rest periods under Labor Code section 226.7; (5) failure to reimburse business expenses under Labor Code sections 2800, 2802; (6) failure to provide accurate and itemized wage statements under Labor Code section 226; (7) failure to timely pay employees during employment in violation of Labor Code sections 204, 210; (8) failure to pay all wages earned upon termination under Labor Code sections 200-203; (9) violation of Business & Professions Code section 17200 et seq. including, but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendant's competitors and claims of unlawfully gaining an unfair advantage over other businesses; interest; and attorney's fees and costs per Code of Civil Procedure section 1021.5. . Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security,

workers' compensation, or claims based on facts occurring outside the Class Period.

6.2. Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice, including, but not limited to, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2699, 2699.3, and 2699.5. . Aggrieved Employees may not opt-out of the PAGA Release.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator. Class Counsel shall provide Defense Counsel a draft of the Motion for Preliminary Approval, points and authorities, any supporting declarations, and any proposed orders, at least three business days in advance of the proposed date of filing.

7.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. **SETTLEMENT ADMINISTRATION.**

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship

arising out of prior experiences administering settlements.

- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
 - 8.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 8.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 8.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 8.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - 8.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously

meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- 8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7. Objections to Settlement.

8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email

address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 8.8.3. Weekly Reports. The Administrator must, on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 8.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court,

the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** If the number of Total Workweeks during the Class Period exceeds 184,578 by more than 10% (or 203,036 Workweeks), the Gross Settlement Amount will increase pro rata per additional Workweek in excess of 203,036 Workweeks.
- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant shall notify Class Counsel of any such decision to terminate the settlement no later than fourteen (14) calendar days following the opt-out deadline.
- 11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").
- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are

permitted by law.

11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no

bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 13.6. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.12. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 13.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Aegis Law Firm, PC
Kashif Haque
Samuel Wong
Jessica L. Campbell
jcampbell@aegislawfirm.com
Carolyn M. Bell
Elizabeth Robles
cbell@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

To Defendant: Jackson Lewis P.C.
Nathan W. Austin
Nathan.Austin@jacksonlewis.com
Sierra Vierra
Sierra.Vierra@jacksonlewis.com
Keelia K. Lee
Keelia.Lee@jacksonlewis.com
400 Capitol Mall, Suite 1600
Sacramento, California 95814

- 13.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

- 13.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Date: 10/23/24

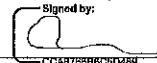
PLAINTIFF JOSE LAPENTA


Jose Lapenta (Oct 23, 2024 07:21 PDT)
Jose Lapenta

Date: August 26, 2024

DEFENDANT NEOGENOMICS
LABORATORIES, INC.

Signed by:



CCAB795B6C8D468

By: Christopher Smith, Chief Executive Officer

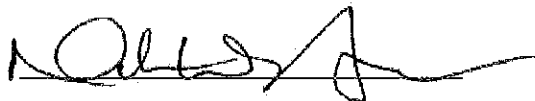
Date: _____

AEGIS LAW FIRM, PC

Samuel Wong
Kashif Haque
Jessica Campbell
Carolyn M. Bell
Attorneys for Plaintiff

Date: August 26, 2024

JACKSON LEWIS P.C.



Nathan W. Austin
Sierra Vierra
Attorneys for Defendant


Date: _____

DEFENDANT NEOGENOMICS
LABORATORIES, INC.

By: _____

Date: October 23, 2024

AEGIS LAW FIRM, PC



Samuel Wong
Kashif Haque
Jessica Campbell
Carolyn M. Bell
Attorneys for Plaintiff

Date: _____

JACKSON LEWIS P.C.

Nathan W. Austin
Sierra Vierra
Attorneys for Defendant

EXHIBIT 2

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Pursuant to Paragraph 13.7 of the Class Action and PAGA Settlement Agreement and Class Notice ("Agreement"), the Parties hereby modify the Agreement as follows:

Section 6.1 shall be replaced by the following provision: Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint: (1) failure to pay minimum wage under Labor Code sections 1194, 1194.2, 1197; (2) failure to pay overtime wages under Labor Code sections 510, 1194, 1198; (3) failure to provide meal periods under Labor Code sections 226.7, 512; (4) failure to permit rest periods under Labor Code section 226.7; (5) failure to reimburse business expenses under Labor Code sections 2800, 2802; (6) failure to provide accurate and itemized wage statements under Labor Code section 226; (7) failure to timely pay employees during employment in violation of Labor Code sections 204, 210; (8) failure to pay all wages earned upon termination under Labor Code sections 200-203; (9) violation of Business & Professions Code section 17200 et seq. based on the Labor Code violations alleged; interest; and attorney's fees and costs per Code of Civil Procedure section 1021.5. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Section 8.5.2 shall be replaced by the following provision: The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Court will have the final decision as to any such dispute.

Section 8.6 shall be replaced by the following provision: Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Court will resolve any workweek dispute not otherwise resolved by the Administrator and the parties.

Section 8.8.4 shall be replaced by the following provision: Workweek and/or Pay Period Challenges. The Court will resolve any workweek dispute not otherwise resolved by the Administrator and the Parties.

Exhibit A shall be replaced by the attached COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL.

Date: 06/03/2025

PLAINTIFF JOSE LAPENTA


Jose Lapenta (Jun 3, 2025 16:52 PDT)
Jose Lapenta

Date: May 30, 2025

DEFENDANT NEOGENOMICS
LABORATORIES, INC.

Signed by:

6E784B42AD1-64C2...

By: Anthony Zook CEO

Date: June 13, 2025

AEGIS LAW FIRM, PC


Samuel Wong
Kashif Haque
Jessica Campbell
Carolyn M. Bell
Attorneys for Plaintiff

Date: 06.02.25

JACKSON LEWIS P.C.



Nathan W. Austin
Sierra Vierra
Attorneys for Defendant

EXHIBIT 3

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Jose Lapenta v. NeoGenomics Laboratories, Inc.
30-2022-01299457-CU-OE-CXC

*The Superior Court for the State of California authorized this Notice. Read it Carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit ("Action") against NeoGenomics Laboratories, Inc. ("Defendant" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee Jose Lapenta ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly employees ("Class Members") who worked for Defendant during the Class Period December 30, 2018 through May 20, 2024; and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendant during the PAGA Period (December 30, 2021 to May 20, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") 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 who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. 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 of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit rest breaks; failure to reimburse business expenses; failure to provide accurate itemized wage statements; failure to pay wages timely during employment; failure to pay all wages due upon separation of employment; and Violation of Business and Professions Code §§ 17200, *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Samuel A. Wong, Kashif Haque, Jessica L. Campbell, Carolyn M. Bell, and Elizabeth Robles from Aegis Law Firm, PC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired a retired judge in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to

settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$4,000,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$1,333,333.33 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,550.00 to the Administrator for services administering the Settlement.
 - D. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 70% to penalties, and 10% to interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to fill out and send the enclosed Exclusion Form or send your own written and signed Request for Exclusion by the _____ Response Deadline. If you write your own Request for Exclusion rather than sending the Form, it should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint: (1) failure to pay minimum wage under Labor Code sections 1194, 1194.2, 1197; (2) failure to pay overtime wages under Labor Code sections 510, 1194, 1198; (3) failure to provide meal periods under Labor Code sections 226.7, 512; (4) failure to permit rest periods under Labor Code section 226.7; (5) failure to reimburse business expenses under Labor Code sections 2800, 2802; (6) failure to provide accurate and itemized wage statements under Labor Code section 226; (7) failure to timely pay employees during employment in violation of Labor Code sections 204, 210; (8) failure to pay all wages earned upon termination under Labor Code sections 200-203; (9) violation of Business & Professions Code section 17200 et seq. based on the Labor Code violations alleged; interest; and attorney's fees and costs per Code of Civil Procedure section 1021.5.

Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in

any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2699, 2699.3, and 2699.5.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Court will resolve any Workweek dispute not otherwise resolved by the Administrator and the parties.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit either the enclosed Exclusion Form or a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Lapenta v. NeoGenomics Laboratories, Inc., and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 business days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) _____ or the Court's website <https://www.occourts.org/online-services/case-access/>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what

you object to, why you object, and any facts that support your objection. Make sure you identify the Action, Lapenta v. NeoGenomics Laboratories, Inc., and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) _____ in Department CX105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access/>) and entering the Case Number for the Action, Case No. 30-2022-01299457-CU-OE-CXC.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Kashif Haque, Samuel Wong, Jessica L. Campbell, Carolyn M. Bell, and Elizabeth Robles

Email Address: cbell@aegislawfirm.com

Name of Firm: Aegis Law Firm, PC

Mailing Address: 9811 Irvine Center Drive, Suite 100

Telephone: (949) 379-6250

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**AVISO DE ACUERDO DE DEMANDA COLECTIVA APROBADO POR EL TRIBUNAL
Y FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL**

José Lapenta v. NeoGenomics Laboratories, Inc.
30-2022-01299457-CU-OE-CXC

*El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo atentamente!
No se trata de correo basura, publicidad ni una solicitud de un abogado. Usted no está
siendo demandado/a.*

Usted podría ser elegible para recibir dinero de una demanda colectiva de empleados ("Acción") contra NeoGenomics Laboratories, Inc. ("Demandado" se utiliza aquí como referencia) por presuntas violaciones salariales y de horario. La Demanda fue interpuesta por el ex empleado José Lapenta ("Demandante") y solicita el pago de (1) salarios atrasados y otras compensaciones para un grupo de empleados por hora ("Miembros de la Demanda") que trabajaron para el Demandado durante el Período de la Demanda, del 30 de diciembre de 2018 al 20 de mayo de 2024; y (2) sanciones bajo la Ley General del Fiscal Privado de California ("PAGA") para todos los empleados por hora que trabajaron para el Demandado durante el Período PAGA (del 30 de diciembre de 2021 al 20 de mayo de 2024) ("Empleados Agraviados").

El Acuerdo Propuesto tiene dos partes principales: (1) un acuerdo colectivo que requiere que el Demandado financie los Pagos Individuales de la Demanda y (2) un acuerdo PAGA que requiere que el Demandado financie los Pagos Individuales PAGA y pague multas a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA").

Según los registros del Demandado y las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Demanda es de \$ _____ (menos la retención) y que su Pago Individual PAGA es de \$ _____**. El monto real que reciba probablemente variará y dependerá de diversos factores. (Si no se indica ningún monto para su Pago Individual PAGA, usted no es elegible para un Pago Individual PAGA en virtud del Acuerdo porque no trabajó durante el Período PAGA).

Las estimaciones anteriores se basan en los registros del Demandado, que muestran que **usted trabajó _____ semanas de trabajo** durante el Período de la Demanda Colectiva, y **_____ semanas de trabajo** durante el Período PAGA. Si considera que trabajó más semanas durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y este Aviso. El Tribunal aún no ha decidido si otorgará la aprobación definitiva. Sus derechos legales se verán afectados, independientemente de si actúa o no. Lea este aviso detenidamente. Se considerará que lo ha leído detenidamente y comprendido en su totalidad. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará al Demandante y a sus abogados ("Abogados de la Demanda"). El Tribunal también decidirá si dictará una sentencia que obligue al Demandado a realizar pagos en virtud del Acuerdo, y a los Miembros de la Demanda y a los Empleados Agraviados a renunciar a su derecho a presentar ciertas reclamaciones contra el Demandado.

Si trabajó para el Demandado durante el Período de la Demanda y/o el Período PAGA, tiene dos opciones básicas bajo el Acuerdo:

- (1) **Hacer nada.** No tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Demanda y/o un Pago Individual PAGA. Sin embargo, como Miembro Participante de la Demanda, renunciará a su derecho a presentar reclamaciones salariales del Período de la Demanda y reclamaciones por multas del Período PAGA contra el Demandado.
- (2) **Excluirse del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo (excluirse) presentando la Solicitud de Exclusión por escrito o notificando al Administrador por escrito. Si se excluye del Acuerdo, no recibirá el Pago Individual de la Demanda. Sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales durante el Período de la Demanda contra el Demandado y, si es un Empleado Agraviado, seguirá teniendo derecho a recibir el Pago Individual PAGA. No puede excluirse de la parte PAGA del Acuerdo propuesto.

El Demandado no tomará represalias contra usted por ninguna acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será Miembro Participante de la Demanda Colectiva, con derecho a un Pago Individual de la Demanda Colectiva y a un Pago Individual PAGA (si corresponde). A cambio, renunciará a su derecho a presentar las reclamaciones salariales contra el Demandado contempladas en este Acuerdo (Reclamaciones Exoneradas).
Puede excluirse del Acuerdo Colectivo pero no del Acuerdo PAGA La fecha límite para excluirse es el <hr/>	Si no desea participar plenamente en el Acuerdo propuesto, puede optar por excluirse del Acuerdo Colectivo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido/a, se le considerará Miembro No Participante de la Demanda y ya no podrá recibir un Pago Individual de la Demanda. Los Miembros No Participantes de la Demanda no pueden objetar ninguna parte del Acuerdo propuesto. Consulte la Sección 6 de este Aviso. No puede excluirse de la parte PAGA del Acuerdo propuesto. El Demandado debe realizar Pagos Individuales PAGA a todos los Empleados Agraviados, y estos deben renunciar a su derecho a presentar Reclamaciones Exoneradas (definidas más adelante).
Los Miembros Participantes de la	Todos los Miembros de la Demanda que no se excluyan («Miembros Participantes de la Demanda») pueden oponerse a

<p>Demanda pueden objetar el Acuerdo Colectivo pero no el Acuerdo PAGA</p> <p>Las objeciones por escrito deben presentarse antes del _____</p>	<p>cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre la aprobación definitiva del Acuerdo incluirá la determinación del monto que se pagará a los Abogados de la Demanda y al Demandante que interpusieron la demanda en nombre del Grupo. Usted no es personalmente responsable de ningún pago a los Abogados de la Demanda, ni al Demandante; pero cada dólar pagado a ambos reduce el monto total pagado a los Miembros Participantes de la Demanda. Puede oponerse a los montos solicitados por los Abogados de la Demanda o el Demandante si los considera poco razonables. Consulte la Sección 7 de este Aviso.</p>
<p>Puede participar en la Audiencia de Aprobación Final el _____</p>	<p>La Audiencia de Aprobación Final del Tribunal está programada para el _____. No tiene obligación de asistir, pero tiene derecho a comparecer (o a contratar a un abogado de su propio bolsillo para que comparezca en su nombre), en persona, por teléfono o a través de la plataforma de comparecencia virtual del Tribunal. Los Miembros Participantes de la Demanda pueden objetar verbalmente el Acuerdo en la Audiencia de Aprobación Final. Consulte la Sección 8 de este Aviso.</p>
<p>Puede impugnar el cálculo de sus Semanas de Trabajo y/o Períodos de Pago</p> <p>Las impugnaciones por escrito deben presentarse antes del _____</p>	<p>El monto de su Pago Individual de la Demanda y del Pago PAGA (si corresponde) dependen de cuántas semanas de trabajo laboró al menos un día durante el Período de la Demanda y cuántos Períodos de Pago trabajó al menos un día durante el Período PAGA, respectivamente. El número de Semanas de Trabajo del Período de la Demanda y el número de Períodos de Pago del Período PAGA que trabajó, según los registros del Demandado, se indica en la primera página de este Aviso. Si no está de acuerdo con alguna de estas cifras, debe impugnarla antes del _____. Consulte la Sección 4 de este Aviso.</p>

1. ¿DE QUÉ SE TRATA LA ACCIÓN?

El Demandante es un ex empleado del Demandado. La Demanda acusa al Demandado de violar las leyes laborales de California al no pagar el salario mínimo; no pagar las horas extras; no proporcionar períodos de alimentación; no permitir descansos; no reembolsar los gastos comerciales; no proporcionar comprobantes de salario detallados y precisos; no pagar los salarios a tiempo durante el empleo; no pagar todos los salarios adeudados al finalizar la relación laboral; y por violación del Código de Negocios y Profesiones, artículos 17200 y siguientes. Con base en los mismos alegatos, el Demandante también ha presentado una demanda por sanciones civiles bajo la Ley General del Fiscal Privado de California (Código Laboral, artículos 2698 y siguientes) ("PAGA"). El Demandante está representado en la demanda por los siguientes

abogados: Samuel A. Wong, Kashif Haque, Jessica L. Campbell, Carolyn M. Bell y Elizabeth Robles de Aegis Law Firm, PC ("Abogados de la Demanda").

El Demandado niega rotundamente haber violado alguna ley o no haber pagado ningún salario, y sostiene que cumplió con todas las leyes aplicables.

2. ¿QUÉ QUIERE DECIR QUE LA ACCIÓN SE HA RESUELTO?

Hasta el momento, el Tribunal no ha determinado si el Demandado o el Demandante tienen razón en cuanto al fondo del asunto. Mientras tanto, el Demandante y el Demandado contrataron a un juez retirado para intentar resolver la Acción mediante la negociación de un acuerdo para terminar el caso (solventar el caso) en lugar de continuar con el costoso y prolongado proceso de litigio. Las negociaciones fueron exitosas. Al firmar un extenso Acuerdo de Conciliación por escrito ("Acuerdo") y acordar solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Acción y haga cumplir el Acuerdo, el Demandante y el Demandado han negociado una propuesta de Acuerdo que está sujeta a la Aprobación Final del Tribunal. Ambas partes acuerdan que la propuesta de Acuerdo es un compromiso de las reclamaciones en disputa. Al aceptar la transacción, el Demandado no admite ninguna violación, ni admite el mérito de ninguna reclamación. El Demandante y los Abogados de la Demanda creen firmemente que el Acuerdo es una buena oferta para usted porque consideran que: (1) el Demandado ha acordado pagar una cantidad justa, razonable y adecuada, considerando la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuo; y (2) el Acuerdo beneficia a los Miembros de la Demanda y a los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó esta Notificación y programó una audiencia para determinar la aprobación final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. El Demandado pagará \$4.000.000,00 como Monto Bruto del Acuerdo (Monto Bruto). El Demandado ha acordado depositar el Monto Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Monto Bruto para realizar los Pagos Individuales de la Demanda, los Pagos Individuales de PAGA, el Pago por Servicios al Representante de la Demanda, los honorarios y gastos de los Abogados de la Demanda, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA"). Suponiendo que el Tribunal otorgue la Aprobación Definitiva, el Demandado financiará el Monto Bruto a más tardar 14 días después de que la Sentencia dictada por el Tribunal sea firme. La Sentencia será firme en la fecha en que el Tribunal dicte Sentencia, o en una fecha posterior si los Miembros Participantes de la Demanda se oponen al Acuerdo propuesto o si la Sentencia es apelada.
2. Deducciones al Monto Bruto aprobadas por el Tribunal. En la Audiencia de Aprobación Final, el Demandante y/o el Abogado de la Demanda le pedirán al Tribunal que apruebe las siguientes deducciones del Monto Bruto, cuyos montos serán decididos por el Tribunal en la audiencia de aprobación final:

- A. Hasta \$1.333.333,33 (un tercio (1/3) del Monto Bruto) para los Abogados de la Demanda por honorarios profesionales y hasta \$30.000,00 para sus gastos de litigio. Hasta la fecha, los Abogados de la Demanda han trabajado y han incurrido en gastos en la Acción sin recibir pago alguno.
- B. Hasta \$5.000,00 como indemnización al Representante de la Demanda por presentar la Demanda, colaborar con los Abogados de la Demanda y representar al Grupo. La indemnización al Representante de la Demanda será el único importe que recibirá el Demandante, aparte de su Pago Individual de la Demanda y cualquier Pago Individual PAGA.
- C. Hasta \$10.550,00 para el Administrador por servicios de administración del Acuerdo.
- D. Hasta \$100.000,00 por sanciones PAGA, asignados en un 75% al pago PAGA de LWDA y un 25% en Pagos Individuales PAGA individuales para los Empleados Agravados según sus períodos de pago PAGA.

Los Miembros Participantes de la Demanda tienen derecho a objetar cualquiera de estas deducciones. El Tribunal tomará en cuenta todas las objeciones.

- 3. Monto Neto distribuido entre los Miembros de la Demanda. Después de realizar las deducciones anteriores en los montos aprobados por el Tribunal, el Administrador distribuirá el resto del Monto Bruto (el "Monto Neto") realizando los Pagos Individuales de la Demanda a los Miembros Participantes de la Demanda en función de sus Semanas de Trabajo del Período de la Demanda.
- 4. Impuestos adeudados en virtud de los Pagos a los Miembros de la Demanda. El Demandante y el Demandado solicitan al Tribunal que apruebe la asignación del 20 % de cada Pago Individual de la Demanda a salarios gravables («Parte Salarial»), el 70 % a multas y el 10 % a intereses («Parte No Salarial»). La Parte Salarial está sujeta a retenciones y se declarará en los formularios W-2 del IRS. (El Demandado pagará por separado los impuestos sobre la nómina del empleador que adeude sobre la Parte Salarial). Los Pagos Individuales PAGA se contabilizan como multas y no como salarios para efectos fiscales. El Administrador declarará los Pagos Individuales PAGA y las Partes No Salariales de los Pagos Individuales de la Demanda en los formularios 1099 del IRS.
- 5. Necesidad de cobrar prontamente el cheque del Acuerdo. El anverso de cada cheque emitido para Pagos Individuales de la Demanda y Pagos Individuales PAGA mostrará la fecha de vencimiento (fecha de expiración). Si no lo cobra antes de la fecha de vencimiento, su cheque se cancelará automáticamente y el dinero se depositará en el Fondo de Bienes No Reclamados del Contralor de California a su nombre. Si el dinero de su cheque se envía al Fondo de Bienes No Reclamados del Contralor, consulte las reglas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

6. Solicitudes de Exclusión del Acuerdo Colectivo (Exclusión Voluntaria). Se le considerará Miembro Participante de la Demanda, participando plenamente en el Acuerdo Colectivo, a menos que notifique al Administrador por escrito, a más tardar el _____, que desea excluirse. La manera más sencilla de notificar al Administrador es completar y enviar el Formulario de Exclusión adjunto o enviar su propia Solicitud de Exclusión por escrito y firmada antes de la Fecha Límite de Respuesta _____. Si redacta su propia Solicitud de Exclusión en lugar de enviar el Formulario, debe ser una carta de un Miembro de la Demanda o su representante, que incluya su nombre, dirección actual, número de teléfono y una declaración simple en la que solicite ser excluido/a del Acuerdo. Los Miembros Excluidos de la Demanda (es decir, los Miembros No Participantes de la Demanda) no recibirán Pagos Individuales de la Demanda, pero conservarán su derecho a presentar personalmente reclamaciones salariales y de horas contra el Demandado.

No puede excluirse de la parte PAGA del Acuerdo. Los Miembros de la Demanda que se excluyan del Acuerdo (Miembros No Participantes de la Demanda) siguen teniendo derecho a recibir los Pagos Individuales PAGA y deben renunciar a su derecho a presentar reclamaciones PAGA contra el Demandado basándose en los hechos del Período PAGA alegados en la Demanda.

7. El Acuerdo propuesto será inválido si el Tribunal niega la aprobación final. Es posible que el Tribunal niegue la Aprobación Final del Acuerdo o no dicte Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. El Demandante y el Demandado han acordado que, en cualquier caso, el Acuerdo será nulo: el Demandado no pagará ninguna cantidad y los Miembros de la Demanda no renunciarán a ninguna reclamación contra el Demandado.
8. Administrador. El Tribunal ha designado a una empresa neutral, ILYM Group, Inc. (el «Administrador»), para enviar este Aviso, calcular y realizar los pagos, y procesar las Solicitudes de Exclusión de los Miembros de la Demanda. El Administrador también resolverá las Impugnaciones de los Miembros de la Demanda en torno a las Semanas de Trabajo, enviará y reenviará los cheques del Acuerdo y los formularios de impuestos, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso.
9. Exoneración de los Miembros Participantes de la Demanda. Una vez que la Sentencia sea firme y el Demandado haya financiado completamente el Monto Bruto (y pagado por separado todos los impuestos sobre la nómina del empleador), los Miembros Participantes de la Demanda tendrán prohibido legalmente presentar ninguna de las reclamaciones exoneradas en virtud del Acuerdo. Esto significa que, a menos que se haya excluido válidamente del Acuerdo Colectivo, no podrá demandar, continuar demandando ni ser parte en ninguna otra demanda contra el Demandado o entidades relacionadas por salarios basados en los hechos del Período de la Demanda y sanciones PAGA basadas en los hechos del Período PAGA, según se alega en la Demanda y se resuelve mediante este Acuerdo.

Los Miembros Participantes de la Demanda estarán sujetos a la siguiente exoneración:

Todos los Miembros Participantes de la Demanda, en nombre de sí mismos y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, liberan a las Partes Exoneradas de todos los reclamos que surjan durante el Período de la Demanda que se alegaron, o razonablemente podrían haberse alegado, con base en los hechos establecidos en la Demanda Operativa: (1) falta de pago del salario mínimo según las secciones 1194, 1194.2, 1197 del Código Laboral; (2) falta de pago de salarios de horas extras según las secciones 510, 1194, 1198 del Código Laboral; (3) falta de proporcionar períodos de alimentación según las secciones 226.7, 512 del Código Laboral; (4) falta de permitir períodos de descanso según la sección 226.7 del Código Laboral; (5) falta de reembolso de gastos comerciales según las secciones 2800, 2802 del Código Laboral; (6) falta de proporcionar declaraciones de salario precisas y detalladas según la sección 226 del Código Laboral; (7) falta de pago oportuno a los empleados durante el empleo en violación de las secciones 204 y 210 del Código Laboral; (8) falta de pago de todos los salarios ganados al momento de terminar la relación laboral según las secciones 200 a 203 del Código Laboral; (9) violación de la sección 17200 y siguientes del Código de Negocios y Profesiones con base en las supuestas violaciones del Código Laboral; intereses; y honorarios y costos de abogados según la sección 1021.5 del Código de Procedimiento Civil.

Los Miembros Participantes de la Demanda no renuncian a ningún otro reclamo, incluidos reclamos por beneficios adquiridos, despido injustificado, violación de la Ley de Vivienda y Empleo Justo, seguro de desempleo, discapacidad, seguridad social, compensación laboral o reclamos basados en hechos que ocurrieron fuera del Período de la Demanda.

10. Exoneración de PAGA de los Empleados Agraviados. Una vez que la sentencia del Tribunal sea firme y el Demandado haya pagado el Monto Bruto (y pagado por separado los impuestos sobre la nómina del empleador), todos los Empleados Agraviados tendrán prohibido presentar reclamaciones PAGA contra el Demandado, independientemente de que se excluyan o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos los Miembros Participantes de la Demanda y quienes se excluyan del Acuerdo de la Demanda, no podrán demandar, continuar demandando ni participar en ninguna otra reclamación PAGA contra el Demandado o sus entidades relacionadas con base en los hechos del Período PAGA alegados en la Demanda y resueltos por este Acuerdo.

Las exoneraciones de los Empleados Agraviados, tanto de los Miembros Participantes de la Demanda, como de los No Participantes, son las siguientes:

Se considera que todos los Empleados Agraviados liberan, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, a las Partes Exoneradas de todos los reclamos por sanciones de PAGA que surjan durante el Período de PAGA que se

alegaron, o que razonablemente podrían haberse alegado, con base en los hechos establecidos en la Demanda Operativa, el Aviso de PAGA y las secciones 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2699, 2699.3 y 2699.5.

4. ¿CÓMO CALCULARÁ MI PAGO EL ADMINISTRADOR?

1. Pagos Individuales de la Demanda. El Administrador calculará los Pagos Individuales de la Demanda (a) dividiendo el Monto Neto del Acuerdo por el número total de Semanas de Trabajo laboradas por todos los Miembros Participantes de la Demanda, y (b) multiplicando el resultado por el número de Semanas de Trabajo laboradas por cada Miembro Participante de la Demanda individualmente.
2. Pagos Individuales PAGA. El Administrador calculará los Pagos Individuales PAGA (a) dividiendo \$25.000,00 por el número total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Períodos de Pago PAGA trabajados por cada Empleado Agraviado individualmente.
3. Impugnación de las Semanas de Trabajo y/o Períodos de Pago. El número de Semanas de Trabajo del Período de la Demanda que usted trabajó y el número de Períodos de Pago PAGA que trabajó durante dicho período, según consta en los registros del demandado, se indican en la primera página de este aviso. Tiene hasta el _____ para impugnar el número de Semanas de Trabajo y/o Períodos de Pago que se le acreditaron. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo postal, correo electrónico o fax. La sección 9 de este aviso contiene la información de contacto del Administrador.

Debe respaldar su impugnación enviando copias de recibos de sueldo u otros registros. El Administrador aceptará como exacto el cálculo de las Semanas de Trabajo y/o los Períodos de Pago realizado por el Demandado, basado en sus registros, a menos que usted envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de los originales, ya que no se le devolverán los documentos. El Administrador resolverá las impugnaciones sobre las Semanas de Trabajo y/o los Períodos de Pago basándose en su presentación y en las aportaciones de los Abogados de la Demanda (quienes representarán a los Miembros Participantes de la Demanda) y del Abogado del Demandado. El Tribunal resolverá cualquier disputa sobre la Semana de Trabajo que no haya sido resuelta por el Administrador y las partes.

5. ¿CÓMO ME PAGARÁN?

1. Miembros Participantes de la Demanda. El Administrador enviará, por correo postal de EE. UU., un único cheque a cada Miembro Participante de la Demanda (es decir, a todos los Miembros de la Demanda que no se excluyan), incluyendo a aquellos que también califiquen como Empleados Agraviados. Este único cheque combinará el Pago Individual de la Demanda y el Pago Individual PAGA.

2. Miembros No Participantes de la Demanda. El Administrador enviará, por correo postal de EE. UU., un único cheque de Pago Individual PAGA a cada Empleado Agravado que opte por excluirse del Acuerdo Colectivo (es decir, cada Miembro No Participante de la Demanda).

Su cheque se enviará a la misma dirección que este Aviso. Si cambia de dirección, asegúrese de notificar al Administrador lo antes posible. La sección 9 de este Aviso contiene la información de contacto del Administrador.

6. CÓMO ME EXCLUYO DEL ACUERDO COLECTIVO?

Presente el Formulario de Exclusión adjunto o una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración simple de que no desea participar en el Acuerdo. El Administrador le excluirá basándose en cualquier escrito que comunique su solicitud de exclusión. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como Lapenta v. NeoGenomics Laboratories, Inc. e incluir su información de identificación (nombre completo, dirección, número de teléfono y fechas aproximadas de empleo para fines de verificación). Debe presentar la solicitud usted mismo/a. Si otra persona la presenta por usted, ésta no será válida. **Su solicitud de exclusión debe enviarse al Administrador antes del _____; de lo contrario, no será válida.** La Sección 9 del Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO OBJETO EL ACUERDO?

Solo los Miembros Participantes de la Demanda tienen derecho a objetar el Acuerdo. Antes de decidir si lo objeta, le recomendamos conocer qué solicitan el Demandante y el Demandado que apruebe el Tribunal. Al menos 16 días hábiles antes de la Audiencia de Aprobación Final el _____, los Abogados de la Demanda y/o el Demandante presentarán ante el Tribunal (1) una Moción de Aprobación Final que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Moción de Honorarios Profesionales, Gastos de Litigio e Indemnización por Servicios, que indique (i) el monto que los Abogados de la Demanda solicitan como Indemnización por Servicios para el Representante de la Demanda. Si lo solicita razonablemente, los Abogados de la Demanda (cuya información de contacto se encuentra en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno. También puede consultarlos en el sitio web del Administrador _____ (url) _____ o en el sitio web del Tribunal <https://www.occourts.org/online-services/case-access/>

Un Miembro Participante de la Demanda que no esté de acuerdo con algún aspecto del Acuerdo, la Moción de Aprobación Final o la Moción de Honorarios, Gastos de Litigio y Adjudicación de Servicios podrá objetar, por ejemplo, que el Acuerdo propuesto es injusto o que las cantidades solicitadas por los Abogados de la Demanda o el Demandante son demasiado altas o demasiado bajas. **La fecha límite para enviar las objeciones por escrito al Administrador es el _____.** Asegúrese de indicar al Administrador a qué se opone, por qué lo hace y cualquier hecho que la respalde. Asegúrese de identificar la Demanda, Lapenta contra NeoGenomics Laboratories, Inc., e incluir su nombre, dirección

actual, número de teléfono y fechas aproximadas de empleo para el Demandado, y firmar la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Como alternativa, un Miembro Participante de la Demanda puede presentar objeciones (o contratar personalmente a un abogado de su propio bolsillo para que presente objeciones) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicar al Tribunal a qué se opone, por qué lo hace y cualquier hecho que sustente su objeción. Consulte la Sección 8 de este Aviso (inmediatamente más adelante) para obtener información específica sobre la Audiencia de Aprobación Final.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Puede asistir, aunque no es obligatorio, a la Audiencia de Aprobación Final el _____ a las _(hora)_ en el Departamento CX105 del Tribunal Superior del Condado de Orange, ubicado en 751 W. Santa Ana Blvd., Santa Ana, CA 92701. En la Audiencia, el juez decidirá si concede la Aprobación Final del Acuerdo y qué parte del Monto Bruto se pagará a los Abogados de la Demanda, al Demandante y al Administrador. El Tribunal invitará a los objetores, a los Abogados de la Demanda y a los Abogados Defensores a presentar sus comentarios antes de tomar cualquier decisión. Puede asistir (o contratar a un abogado) presencialmente o virtualmente.

Es posible que el Tribunal re programe la Audiencia de Aprobación Final. Debe consultar el sitio web del Administrador _____ con antelación o comunicarse con los Abogados de la Demanda para verificar la fecha y hora de la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que el Demandado y el Demandante se han comprometido a hacer en virtud del Acuerdo propuesto. La manera más sencilla de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web de _____ (especifique la entidad) en _____ (url) _____. También puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Demanda o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web del Tribunal Superior en (<https://www.occourts.org/online-services/case-access/>) e ingresar el número de caso de la demanda, no. de caso 30-2022-01299457-CU-OE-CXC.

NO LLAME AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Demanda:

Nombre de los abogados: Kashif Haque, Samuel Wong, Jessica L. Campbell, Carolyn M. Bell, and Elizabeth Robles

Correo electrónico: cbell@aegislawfirm.com

Nombre de la firma: Aegis Law Firm, PC

Dirección postal: 9811 Irvine Center Drive, Suite 100

Teléfono: (949) 379-6250

Administrador del Acuerdo:

Nombre de la Compañía:

Correo electrónico:

Dirección postal:

Teléfono:

Número de fax:

10. ¿QUÉ PASA SI PIERDO MI CHEQUE DE LIQUIDACIÓN?

Si pierde o extravía su cheque de liquidación antes de cobrarlo, el Administrador lo reemplazará siempre que lo solicite antes de la fecha de anulación que figura en el anverso del cheque original. Si su cheque ya está anulado, consulte con el Fondo de Bienes No Reclamados _____ para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ PASA SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia su dirección postal.

EXHIBIT 4

Jose Lapenta v. NeoGenomics Laboratories, Inc.
Orange County Superior Court, Case No. 30-2022-01299457-CU-OE-CXC

EXCLUSION FORM

DO NOT COMPLETE THIS FORM IF YOU WANT TO RECEIVE YOUR PAYMENT FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. COMPLETE THIS FORM **ONLY IF** YOU WANT TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE YOUR PAYMENT FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. Employees who opt out will still be part of the PAGA portion of the settlement and receive their share of the PAGA payment allocated to the aggrieved employees.

I, _____, request to be excluded from the Settlement Class in the matter of *Jose Lapenta v. NeoGenomics Laboratories, Inc. Orange County Superior Court, Case No. 30-2022-01299457-CU-OE-CXC*. I understand that by submitting this Exclusion Form, I will **NOT** receive my payment from the class action portion of the settlement.

Sign your name here

Date

Print your name here

Print your phone number here

Print your address here

TO BE TIMELY, A REQUEST FOR EXCLUSION MUST BE POSTMARKED ON OR BEFORE

 . It must be sent to the following address:

[ADMINISTRATOR ADDRESS TO BE ADDED HERE]

José Lapenta v. NeoGenomics Laboratories , Inc.
Tribunal Superior del Condado de Orange, Caso No. 30-2022-
01299457-CU-OE-CXC

FORMULARIO DE EXCLUSIÓN

NO LLENE ESTE FORMULARIO SI DESEA RECIBIR SU PAGO DEL ACUERDO DE LA DEMANDA COLECTIVA. LLENE ESTE FORMULARIO **SOLO SI** DESEA EXCLUIRSE DE LOS MIEMBROS DEL ACUERDO. SI SE EXCLUYE DE ÉSTOS, **NO** RECIBIRÁ SU PAGO DEL ACUERDO DE LA DEMANDA COLECTIVA. Los empleados que opten por excluirse seguirán formando parte de la sección PAGA del Acuerdo y recibirán su parte del pago PAGA asignado para los Empleados Agraviados.

Yo, _____, solicito ser excluido/a del Grupo de Demandantes en el caso de José Lapenta contra NeoGenomics Laboratories, Inc. Tribunal Superior del Condado de Orange, Caso no. 30-2022-01299457-CU-OE-CXC. Entiendo que, al presentar este Formulario de Exclusión, **NO** recibiré el pago correspondiente al Acuerdo de la Demanda Colectiva.

Firme con su nombre aquí

Fecha

Imprima su nombre aquí

Imprima su número de teléfono aquí

Imprima su dirección aquí

PARA QUE LA SOLICITUD DE EXCLUSIÓN SEA OPORTUNA, DEBE TENER MATASELLOS DEL O ANTES DEL [REDACTED]. Debe enviarse a la siguiente dirección:

[Añadir dirección del Administrador]

EXHIBIT 5

CLASS MEMBER WORKWEEK/PAY PERIOD DISPUTE FORM

THIS FORM MUST BE POSTMARKED NO LATER THAN _____.

YOU DO NOT HAVE TO COMPLETE THIS FORM TO SHARE IN THE SETTLEMENT.

ONLY RETURN THE FORM TO THE ADDRESS BELOW TO DISPUTE THE INFORMATION INCLUDED HERE.

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

The records from Defendant NeoGenomics Laboratories, Inc., indicate that you were employed as a non-exempt employee for **INSERT** workweeks during the Class Period of December 30, 2018 through May 20, 2024. The total number of pay periods you worked during the PAGA Period of December 30, 2021 to May 20, 2024 is _____. Based on your total number of workweeks and pay periods, your estimated payment is **INSERT** for the class action portion of the settlement and **INSERT** for the PAGA portion of the settlement.

If you believe your total number of workweeks and/or pay periods is **incorrect**, please mail this Dispute Form to the address below **along with any supporting documentation**. The Settlement Administrator will make its determination after considering the records and any documentation you provide.

c/o Settlement Administrator
P.O. Box *****
*****, CA *****
Fax: (****) ****-*****

Total Number of Workweeks You Believe You Worked _____

Total Number of Pay Periods You Believe You Worked _____

Dated: _____

(Signature)

(Type or Print Name)

(Address)

(Telephone Number)

**FORMULARIO DE DISPUTA DE SEMANA DE TRABAJO O PERÍODO DE PAGO DE
LOS MIEMBROS DE LA DEMANDA COLECTIVA**

**ESTE FORMULARIO DEBE TENER SELLO POSTAL NO POSTERIOR
AL _____.**

**NO ES NECESARIO LLENAR ESTE FORMULARIO PARA PARTICIPAR EN EL
ACUERDO.**

**DEVUELVA EL FORMULARIO A LA DIRECCIÓN QUE FIGURA A
CONTINUACIÓN ÚNICAMENTE PARA DISPUTAR LA INFORMACIÓN INCLUIDA
AQUÍ.**

«Código de barras» «Cadena del código de barras»
SIMID «SIMID»
«Primer nombre» «Apellido»
«Dirección1» «Dirección2»
«Ciudad» «Abreviación» «Código postal»

Los registros de los Demandados, NeoGenomics Laboratories, Inc., indican que usted trabajó como empleado/a no exento/a durante **INSERTAR** semanas de trabajo durante el Período de la Demanda Colectiva, del 30 de diciembre de 2018 al 20 de mayo de 2024. El número total de períodos de pago que trabajó durante el Período PAGA, del 30 de diciembre de 2021 al 20 de mayo de 2024, es de _____. Con base en su número total de semanas de trabajo y períodos de pago, su pago estimado es de **INSERTAR** para la parte de la Demanda Colectiva del Acuerdo y de **INSERTAR** para la parte PAGA del Acuerdo.

Si considera que su número total de semanas de trabajo o períodos de pago es o son incorrectos, envíe este Formulario de Disputa por correo a la dirección que figura a continuación, junto con la documentación de respaldo. El Administrador del Acuerdo tomará una decisión tras considerar los registros y la documentación que usted proporcione.

c/o Administrador del Acuerdo
Apartado postal *****
*****, CA *****
Fax: (***).***-*****

Número total de Semanas de Trabajo que usted cree haber trabajado _____

Número total de Períodos de Pago que usted cree haber trabajado _____

Fecha: _____

(Firma)

(Nombre escrito o impreso)

(Dirección)

(Número de teléfono)