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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DENISE LOPEZ, individually, and on behalf of
other similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

BIO-REFERENCE HEALTH, LLC F.K.A.
BIO-REFERENCE LABORATORIES, INC., a
Delaware limited liability company; OPKO
HEALTH, INC., a Delaware corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV46533

*Assigned for All Purposes to: Hon. Jill Feeney,
Dept. 78*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint Filed: December 21, 2021
Trial Date: None Set

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/03/2023 4:54 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Bolden, Deputy Clerk

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on November 2, 2023, in Department 78 in the above-
3 entitled Court, located at 111 North Hill St., Los Angeles, California 90012. Honorable Judge Jill
4 Feeney executed the Proposed Final Order and Judgement. Attached hereto as **Exhibit A** is a true
5 and correct copy of the Final Order and Judgment which was executed and filed on November 2,
6 2023.

7
8 DATED: November 3, 2023

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 Priscilla Gamino
14 *Attorneys for Plaintiff*
15 DENISE LOPEZ
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Exhibit A

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Attorneys for Plaintiff
 DENISE LOPEZ

FILED
 Superior Court of California
 County of Los Angeles
 11/02/2023

David W. Slayton, Executive Officer / Clerk of Court
 By: A. Barton Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DENISE LOPEZ, individually, and on behalf of
 other similarly situated, and as an aggrieved
 employee and Private Attorney General,

Plaintiff,

vs.

BIO-REFERENCE HEALTH, LLC F.K.A.
 BIO-REFERENCE LABORATORIES, INC., a
 Delaware limited liability company; OPKO
 HEALTH, INC., a Delaware corporation; and
 DOES 1 through 50, inclusive

Defendants.

Case No.: 21STCV46533

*Assigned for All Purposes to: Hon. Jill
 Feeney, Dept. 78*

**~~[PROPOSED]~~ FINAL ORDER AND
 JUDGMENT**

Hearing Date: November 2, 2023
 Hearing Time: 8:30 a.m.
 Department: 78

Complaint Filed: December 21, 2021
 Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on November 2, 2023, for a hearing and Final Order Approving the Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval
5 Order (“Preliminary Approval Order”), and as set forth in the Class Action and PAGA Settlement
6 Agreement (“Settlement Agreement” or “Agreement”), and due and adequate notice having been
7 given to all Class Members as required in the Order Granting Plaintiff’s Motion for Preliminary
8 Approval, and the Court having considered all papers filed and proceedings had herein and
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
10 **ADJUDGED AND DECREED AS FOLLOWS:**

11 1. The Court GRANTS Plaintiff DENISE LOPEZ’s (“Plaintiff”) Motion for Final
12 Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

15 3. Consistent with the definitions provided in the Settlement Agreement, the terms
16 “Class” and “Class Members” shall mean the following: “All non-exempt employees who have
17 worked, or continue to work, for Bio-Reference Health, LLC (formerly known as Bio-Reference
18 Laboratories, Inc.) or OPKO Health, Inc. in California from October 5, 2017, through and
19 including June 12, 2023.”

20 4. Consistent with the definitions provided in the Settlement Agreement, the term
21 “Aggrieved Employees” shall mean “All non-exempt employees who have worked, or continue
22 to work, for Bio-Reference Health, LLC (formerly known as Bio-Reference Laboratories, Inc.)
23 or OPKO Health, Inc. in California from October 17, 2020, through and including June 12, 2023.”

24 5. This Court has jurisdiction over the subject matter of this Action and over all
25 Parties to this Action, including all Class Members and Aggrieved Employees.

26 6. Distribution of the Class Notice was directed to the Class Members as set forth in
27 the Settlement Agreement and the other matters set forth therein have been completed in
28 conformity with the Preliminary Approval Order, including individual notice to all Class
Members who could be identified through reasonable effort, and the best notice practicable under

1 the circumstances. The Class Notice provided due and adequate notice of the proceedings and of
2 the matters set forth therein, including the proposed settlement set forth in the Settlement
3 Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the
4 requirements of due process. All Class Members, all Released Class Claims, and all Released
5 PAGA Claims are covered by and included within the Settlement and this Final Order.

6 7. The Court hereby finds the Settlement Agreement was entered into in good faith
7 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
8 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has
9 satisfied the standards and applicable requirements for final approval of this class action
10 settlement under California law, including the provisions of California Code of Civil Procedure
11 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
12 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

13 8. The Court hereby confirms Heather Davis, Amir Nayebdadash, and Priscilla
14 Gamino of Protection Law Group, LLP as Class Counsel.

15 9. The Court hereby approves the Settlement set forth in the Settlement Agreement
16 and finds that the settlement has been reached as a result of intensive, serious and non-collusive
17 arms-length negotiations. The Court further finds that the Parties have conducted extensive
18 investigation and research, and counsel for the Parties are able to reasonably evaluate their
19 respective positions. The Court also finds that settlement at this time will avoid additional
20 substantial costs, as well as avoid the delay and risks that would be presented by the further
21 prosecution of the Action. The Court has reviewed the benefits that are being granted as part of
22 the settlement and recognizes the significant value to the Class Members. The Court also finds
23 that the Class is properly certified as a class for settlement purposes only.

24 10. According to the terms of the Settlement Agreement, upon the complete funding
25 of the Gross Settlement Amount by Defendants Bio-Reference Health, LLC (formerly known as
26 Bio-Reference Laboratories, Inc.) and OPKO Health, Inc. (collectively "Defendants"), Plaintiff
27 and all Participating Class Members, on behalf of themselves and their respective former and
28 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall
release Defendants, together with all of their present and former parent companies, subsidiaries,

1 affiliates, shareholders, officers, directors, employees, agents, servants, registered
2 representatives, attorneys, insurers, successors and assigns (the “Released Parties”) from those
3 claims alleged in all versions of the complaints filed in the Action (the Operative Complaints), as
4 well as all any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
5 attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known
6 or unknown, contingent or accrued, under any legal theory under federal and state law that were
7 or reasonably could have been brought based on the facts alleged in any version of the complaints
8 filed in the Actions and in the PAGA Notice, regardless of theory of recovery, including: claims
9 under California Labor Code sections 201, 202, 203, 204, 206, 210, 218, 218.5, 221, 226, 226.7,
10 227, 510, 511, 512, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1194.2, 1198, 1199, 2800,
11 2802; the California IWC Wage Orders; the Fair Labor Standards Act (29 U.S.C. Section 201, *et*
12 *seq.*); and California Business and Professions Code section 17200, *et seq.* (the “Released Class
13 Claims”) for the Class Period (*i.e.*, the period between October 5, 2017 to June 12, 2023). This
14 release shall be binding on all Participating Class Members. Participating Class Members shall
15 further agree to waive their right to pursue individual lawsuits as to any of the Released Class
16 Claims against the Released Parties to the extent such Released Class Claims accrued during the
17 Class Period. Except as set forth in Paragraph 5.3 of the Settlement Agreement, Participating
18 Class Members (except for Plaintiff) do not release any other claims, including claims for vested
19 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
20 unemployment insurance, disability, social security, workers’ compensation, or claims based on
21 facts occurring outside the Class Period.

22 11. Upon the funding of the Gross Settlement Amount, Plaintiff, on behalf of the State
23 of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and
24 their respective former and present representatives, agents, attorneys, heirs, administrators,
25 successors, and assigns, Defendants and the Released Parties from any and all Private Attorneys
26 General Act of 2004 (“PAGA”) claims or causes of action of whatever kind or nature which
27 occurred during the PAGA Period that were or reasonably could have been brought based on the
28 facts alleged in any version of the complaints filed in the Action and in the PAGA Notice,
regardless of theory of recovery, including but not limited to, any alleged violations of or relief

under California Labor Code 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and the applicable provisions of the applicable IWC Wage Orders (including, but not limited to, allegations concerning Defendants' alleged failure to provide Aggrieved Employees with suitable seating). The release as to the State of California and Aggrieved Employees only covers claims that arise under the PAGA for the PAGA Period (*i.e.*, the period between October 17, 2020 to June 12, 2023), and does not cover an Aggrieved Employee's individual Labor Code claims. The release expressly excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims, and PAGA claims outside of the PAGA Period.

12. Named Plaintiff Denise Lopez, for herself only, also fully releases the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally releases and discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to her employment by Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release is intended to be interpreted broadly and specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff Lopez, waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

1 This release specifically excludes claims for unemployment insurance, disability, social
2 security, and workers compensation (with the exception of claims arising pursuant to California
3 Labor Code Sections 132(a) and 4553).

4 13. The Court finds that there were no requests to be excluded from the terms of the
5 class settlement, *i.e.*, the settlement of the Released Class Claims. Accordingly, 520 Participating
6 Class Members are bound by this Judgment as it pertains to the class settlement, *i.e.*, the
7 settlement of the Released Class Claims.

8 14. No Class Member objected to the terms of the Settlement.

9 15. The Court finds the settlement payments provided for under the Settlement
10 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
11 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Amount of
12 \$2,000,000.00 within Thirty (30) days of the Effective Date to provide payments for the
13 Individual Class Payments to Participating Class Members, Individual PAGA Payments to
14 Aggrieved Employees, Class Representative Service Payment for Plaintiff, Class Counsel's Fees
15 and Costs, the Settlement Administrator's Costs, and PAGA penalties to the California Labor and
16 Workforce Development Agency ("LWDA") pursuant to Labor Code Section 2698 *et seq.* The
17 calculations and the payments shall be administered in accordance with the terms of the
18 Settlement Agreement.

19 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
20 and argument submitted by Class Counsel, the Court hereby awards Class Counsel's Fee Award
21 in the amount of \$700,000.00 (35% of the Gross Settlement Amount) and Costs Award in the
22 amount of \$19,960.97 from the Gross Settlement Amount as final payment for and complete
23 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and
24 any other person or entity related to the Action. The Court further orders that the award of
25 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of
26 the Settlement Agreement.

27 17. The Court hereby approves and orders a Class Representative Service Payment of
28 \$7,500.00 to Plaintiff Denise Lopez from the Gross Settlement Amount in accordance with the
terms of the Settlement Agreement.

1 18. The Court approves and orders the payment in the amount of \$56,250.00 (75% of
2 \$75,000) from the Gross Settlement Amount to the LWDA for penalties arising under the PAGA.
3 The remaining \$18,750.00 (25% of \$75,000) shall be distributed to the Aggrieved Employees as
4 set forth in the Settlement Agreement.

5 19. The Court also hereby approves and orders payment from the Gross Settlement
6 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
7 Phoenix Settlement Administrators, in the amount of \$9,750.00.

8 20. The Court hereby approves and orders that payments be made from the Net
9 Settlement Amount to the Participating Class Members on a *pro rata* basis and to Aggrieved
10 Employees eligible to receive from the employee portion of the PAGA Payment on a *pro rata*
11 basis as set forth in the Settlement Agreement (together, "Individual Settlement Payments").

12 21. The Court also hereby approves and orders that any Settlement checks distributed
13 from the Gross Settlement Amount to Participating Class Members and/or Aggrieved Employees
14 that remain uncashed after one hundred and eighty (180) calendar days after being issued shall be
15 void. All uncashed settlement checks shall be transferred to the California State Controller's
16 Office and held in trust for such Class Members pursuant to California Unclaimed Property Law,
17 Civil Code Section 1500 *et seq.* and held in trust for such Participating Class Members and/or
18 Aggrieved Employees. As such, no "unpaid residue" under California Code of Civil Procedure
19 section 384 will result from the Settlement.

20 22. Provided the Settlement becomes effective under the terms of the Settlement
21 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
22 Individual Settlement Payments, Attorneys' Fees and Costs, and Class Representative Service
23 Payment is as set forth in the Settlement Agreement.

24 23. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
25 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a
26 finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of
27 the other Released Parties. In entering into the Settlement Agreement, Defendants do not admit,
28 and specifically deny they have violated any federal, state, or local law; violated any regulations
or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or

1 legal requirements; breached any contract; violated or breached any duty; engaged in any
2 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
3 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or
4 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
5 concession by Defendants of any such violations or failure to comply with any applicable law.
6 Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the
7 Settlement Agreement and its terms and provisions shall not be offered or received as evidence
8 in any action or proceeding to establish any liability or admission on the part of Defendants or to
9 establish the existence of any condition constituting a violation of, or a non-compliance with,
10 federal, state, local or other applicable law.

11 24. Without affecting the finality of this Judgment, the Court shall retain continuing
12 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
13 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
14 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
15 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
16 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
17 shall be presented to the Court for resolution.

18 25. A Non-Appearance Case Review hearing on the Distribution of Settlement Funds
19 is set for 9/3/24 at 8:30 a.m./~~p.m.~~ in Department 78 to confirm the full
20 administration of the Settlement. Class Counsel shall submit a Final Report re: Distribution of the
21 Settlement Funds no later than 5 court days before 9/3/24, which shall include the total amount
22 of funds to be paid to the Participating Class Members pursuant to the Settlement Agreement.

23 26. Pursuant to PAGA, the LWDA has been given notice of the settlement. Pursuant
24 to PAGA, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of the
25 Settlement Agreement. The Court finds and determines that the notice of the settlement complied
26 with the statutory requirements of PAGA. Plaintiff shall file and serve formal notice of Entry of
27 Judgment including notice to the LWDA.

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27. Notice of this Judgment shall be provided by posting the Judgment to the Settlement Administrator's website. Phoenix Settlement Administrators shall post this Judgment on its website for a period of no less than 180 days.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 11/02/2023



A handwritten signature in black ink that reads "Jill Feeney". The signature is written in a cursive, flowing style.

Jill Feeney / Judge
JUDGE OF THE SUPERIOR COURT