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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

NICOLE SANCHEZ individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

PRAESIDIUM DIAGNOSTICS LLC, a
California limited liability company;
SAMEDAY HEALTH INC., a Delaware
corporation; SAMEDAY TECHNOLOGIES
INC., a Delaware corporation; FELIX
HUETTENBACH, individually; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22STCV02245

Honorable Curtis A. Kin
Department 72

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release Fee, and
Settlement Administration Costs; Declaration of
Plaintiff's Counsel (Edwin Aiwazian); and
Declaration of Plaintiff (Nicole Sanchez) filed
concurrently herewith]

Reservation ID: 212564405728
Date: June 1, 2023
Time: 8:30 a.m.
Department: 72

Complaint Filed: January 19, 2022
Trial Date: None Set

1 This matter has come before the Honorable Curtis A. Kin in Department 72 of the Superior Court of
2 the State of California, for the County of Los Angeles, on June 1, 2023 at 8:30 a.m., on Plaintiff Nicole
3 Sanchez’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*
4 *Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement
5 Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared for Plaintiff
6 and Littler Mendelson, P.C. appeared for Defendants Praesidium Diagnostics LLC, Sameday Technologies
7 Inc., and Sameday Health, Inc., and All Bridges Legal appeared for Defendants Praesidium Diagnostics
8 LLC, Sameday Technologies Inc., and Felix Huettenbach (collectively, “Defendants”).

9 On or around April 3, 2023, Plaintiff and Defendant (together, the “Parties”) executed the Private
10 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
11 “Agreement”).

12 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
13 Declarations of Plaintiff’s Counsel Edwin Aiwazian and Plaintiff Nicole Sanchez, and (3) the Settlement
14 Agreement.

15 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

16 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

17 1. The Motion for Approval of Settlement is granted.
18 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
19 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
20 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
21 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
22 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
23 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
24 2699.3(a).

25 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
26 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
27 appear in the above-captioned action (“Action”).

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1 5. The aggrieved employees covered under the Settlement consist of the following individuals:
2 All current and former non-exempt employees who worked for any of the Defendants within the
3 State of California during the PAGA Period (“Allegedly Aggrieved Employees”).

4 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
5 negotiations.

6 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
7 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
8 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
9 Amount shall be the Total Settlement Amount (\$300,000.00) less the approved Attorneys’ Fees and Costs
10 to Lawyers *for Justice*, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
11 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
12 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
13 five percent (25%) of the Net Settlement Amount shall be distributed to the Allegedly Aggrieved Employees
14 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

15 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
16 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
17 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
18 with, this Order and Judgment and the Settlement Agreement.

19 9. The Court approves the payment of \$105,000.00 to Lawyers *for Justice*, PC for attorneys’
20 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
21 with this Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$1,317.62 to Lawyers *for Justice*, PC for reimbursement
23 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
24 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

25 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff Nicole Sanchez for her
26 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
27 in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment up to the amount of \$4,000 to Simpluris, Inc. for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

14. The Court further finds that notice of the Settlement need not be provided to the Allegedly Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Allegedly Aggrieved Employees at the same time that it distributes payments to Allegedly Aggrieved Employees for their share of the Employees’ Portion (“Individual Settlement Share”).

15. No later than twenty-one (21) calendar days after the Court’s order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Allegedly Aggrieved Employees (“Allegedly Aggrieved Employees List”), in accordance with this Order and Judgment and the Settlement Agreement.

16. No later than fourteen (14) calendar days of the date of the Court’s order granting approval of the Settlement Agreement, Defendant shall deposit the Total Settlement Amount into a qualified settlement account established by the PAGA Settlement Administrator for administration of the Settlement, in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than ten (10) business days after receipt of the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall distribute the Cover Letter and Individual Settlement Share checks (the “PAGA Settlement Package”) to the Allegedly Aggrieved Employees, LWDA Payment to the LWDA, General Release Fee to Plaintiff, Attorneys’ Fees and Costs to Plaintiff’s Counsel, and payment to itself for the Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement.

18. The Individual Settlement Share checks issued to Allegedly Aggrieved Employees shall remain valid and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to East Los Angeles Women’s Center.

1 19. Allegedly Aggrieved Employees shall not have the right to opt out of or object to the
2 Settlement. Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount,
3 Plaintiff and the State of California with respect to Allegedly Aggrieved Employees, will be deemed to have
4 knowingly and voluntarily released and forever discharged the Released Parties from the Released Claims.

5 20. “Released Parties” means Defendants and Maerly Payroll Processing LLC, including all of
6 their respective subsidiaries, affiliates, shareholders, members, executives, management-level employees,
7 agents, predecessors, successors, and assigns.

8 21. “Released Claims” means the Action and any and all claims, arising during the PAGA
9 Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any
10 interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint
11 and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages
12 (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), failure to provide
13 compliant meal periods and associated premiums, failure to provide associated meal premiums at the correct
14 regular rate of pay, failure to provide compliant rest periods and associated premiums, failure to provide
15 associated rest premiums at the correct regular rate of pay, failure to timely pay wages during employment,
16 failure to timely pay wages upon termination, failure to provide complaint and accurate wage statements,
17 failure to maintain complete and accurate payroll records, and failure to reimburse necessary business
18 related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7,
19 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare
20 Commission Wage Orders, including *inter alia* Wage Order 4-2001 (collectively, the “Released Claims”).

21 22. “PAGA Period” means the period November 15, 2020 through April 30, 2023.

22 23. No individualized notice of this Order and Judgment is required to be provided to the
23 Allegedly Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the
24 online system established for the filing of notices and documents, in conformity with California Labor Code
25 § 2699(1)(3).

26
27 Date: _____

Honorable Curtis A. Kin
Judge of the Los Angeles Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
 <<Street Address>>
 <<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Nicole Sanchez v. Praesidium Diagnostics LLC, et al.*, Los Angeles Superior Court Case No. 22STCV02245

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Nicole Sanchez v. Praesidium Diagnostics LLC, et al.*, Los Angeles Superior Court Case No. 22STCV02245 (“Action”).

Plaintiff Nicole Sanchez (“Plaintiff”) filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (the “Operative Complaint”) on January 19, 2022 against Defendants Praesidium Diagnostics LLC, Sameday Health Inc., Sameday Technologies Inc., and Felix Huettenbach (collectively, “Defendants”) on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on November 15, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-852325-21 (the “PAGA Notice”).

Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendants.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to all current and former non-exempt employees who worked for any of the Defendants within the State of California during the PAGA Period (“Allegedly Aggrieved Employees”). The period November 15, 2020 to [the date of the Court’s approval of the Settlement or April 30, 2023, whichever is sooner] is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Allegedly Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of the Total Settlement Amount >>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants and Maerly Payroll Processing LLC, including all of their respective subsidiaries, affiliates, shareholders, members, executives, management-level employees, agents, predecessors, successors, and assigns.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to provide associated meal premiums at the correct regular rate of pay, failure to provide compliant rest periods and associated premiums, failure to provide associated rest premiums at the correct regular rate of pay, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to East Los Angeles Women's Center.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].