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ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego

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Clerk of the Superior Court  
By C. Miranda , Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

CELENE HERNANDEZ, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

v.

SENDX MEDICAL, INC., a Delaware  
corporation; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.: 37-2020-00020200-CU-OE-CTL

Assigned for All Purposes to:  
Honorable Robert Longstreth  
Department C-65

**CLASS ACTION**

**[PROPOSED] AMENDED ORDER OF  
FINAL APPROVAL AND JUDGMENT**

Hearing Date: November 1, 2024  
Hearing Time: 8:30 a.m.  
Hearing Place: Department C-65

Complaint Filed: June 12, 2020  
FAC Filed: February 11, 2021  
TAC Filed: October 14, 2022  
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Celene Hernandez and  
2 Richard Sotelo's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and  
3 considering the papers submitted in support of the motion, including the Class Action and PAGA  
4 Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement"), hereby **FINDS**  
5 **AND ORDERS:**

6 Plaintiffs and Defendant SenDx Medical, Inc. ("Defendant") entered the Settlement  
7 Agreement to settle this lawsuit on or about February 26, 2024.

8 The Court entered an order dated April 25, 2024 preliminarily approving the settlement  
9 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure  
10 section 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members,  
11 providing Class Members with an opportunity to object to the Settlement or exclude themselves  
12 from the Class, and scheduling a Final Approval Hearing.

13 The Court held a Final Approval Hearing to determine whether to give final approval to  
14 the Settlement of this lawsuit on November 1, 2024.

15 1. Incorporation of Other Documents. This Amended Order of Final Approval and  
16 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise  
17 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as  
18 set forth in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class has  
20 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect  
21 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,  
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

23 3. Final Class Certification. The Court finds that the Class satisfies all applicable  
24 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due  
25 process. The Court certifies the Class consisting of all current and former hourly-paid or non-  
26 exempt employees of Defendant who worked in California at any time during the period from  
27 June 12, 2016, through January 7, 2023 ("Class," "Class Members," and "Class Period"). There  
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1 are three hundred fifty-two (352) Class Members who did not submit valid and timely Requests  
2 for Exclusion from the Settlement (“Participating Class Members”).<sup>1</sup>

3 4. Adequacy of Representation. Class Counsel fully and adequately represented the  
4 Class for purposes of entering and implementing the Settlement and satisfied the requirements of  
5 Code of Civil Procedure section 382.

6 5. Class Notice. The Court finds that the Court Approved Notice of Class Action  
7 Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to  
8 Class Members were implemented pursuant to the Settlement and this Court’s Preliminary  
9 Approval Order. The Court also finds the Class Notice:

- 10 a. constitutes notice reasonably calculated to apprise Class Members of: (i)  
11 pendency of this lawsuit; (ii) material terms and provisions of the  
12 Settlement Agreement and their rights; (iii) their right to object to any  
13 aspect of the Settlement Agreement; (iv) their right to exclude themselves  
14 from the Settlement Agreement; (v) their right to receive settlement  
15 payments; (vi) their right to appear at the Final Approval Hearing; and  
16 (vii) binding effect of the orders and judgment in this lawsuit on all  
17 Participating Class Members;
- 18 b. constitutes notice that fully satisfied the requirements of Code of Civil  
19 Procedure section 382, California Rule of Court 3.769, and due process;
- 20 c. constitutes the best practicable notice to Class Members under the  
21 circumstances of this lawsuit; and
- 22 d. constitutes notice reasonable, adequate, and sufficient to Class Members.

23 6. Final Settlement Approval. The terms and provisions of the Settlement  
24 Agreement have been entered into good faith and are the product of arm’s-length negotiations by  
25 experienced counsel who have done a meaningful investigation of the claims. The Settlement  
26 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,  
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28 <sup>1</sup> The Administrator mailed the Class Notice to three hundred fifty-three (353) Class  
Members and received one (1) request for exclusion. As a result, there are three hundred

adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

7. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Private Attorneys General Act of 2004 ("PAGA") Employees, and their former and present executors, administrators, spouses, representatives, agents, attorneys, heirs, administrators, successors, trustees, guardians and assigns. Those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released PAGA Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion provided that the Settlement Agreement will have a binding effect upon, and res judicata preclusion, to all PAGA Employees, regardless of whether they submitted a request for exclusion as a Class Member.

8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

9. Release by Participating Class Members. 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, all Participating Class Members, on behalf of themselves and their former and present executors, administrators, representatives, agents, attorneys, heirs, administrators, successors, assigns, trustees, spouses, or guardians release the Released Parties from the Released Class Claims.

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fifty-two (352) Participating Class Members.

- 1 a. Release by PAGA Employees. Effective on the date when Defendant fully  
2 funds the entire Gross Settlement Amount and funds all employer payroll  
3 taxes owed on the Wage Portion of the Individual Class Payments, all  
4 PAGA Employees, on behalf of themselves and their former and present  
5 executors, administrators, spouses, representatives, agents, attorneys,  
6 heirs, administrators, successors, trustees, guardians and assigns, release  
7 the Released Parties from the Released PAGA Claims.
- 8 b. Plaintiffs' Release. Effective on the date when Defendant fully funds the  
9 entire Gross Settlement Amount and funds all employer payroll taxes  
10 owed on the Wage Portion of the Individual Class Payments, Plaintiffs and  
11 their former and present executors, administrators, spouses,  
12 representatives, agents, attorneys, heirs, administrators, successors,  
13 trustees, guardians and assigns generally release and discharge Released  
14 Parties from the released claims set forth in the Plaintiffs' Release.  
15 Plaintiffs' Release, Plaintiffs expressly waive and relinquish the  
16 provisions, rights, and benefits, if any, of section 1542 of the Civil Code.
- 17 c. Released Parties. The Released Parties include Defendant and each and all  
18 of its current or former parents, predecessors, successors, all related /  
19 affiliated entities, subsidiaries, joint ventures, insurers, assigns, officers,  
20 officials, directors, attorneys, agents, employees, attorneys,  
21 representatives, executors, and stockholders, including their respective  
22 pension, profit sharing, savings, health, and other employee benefits plans  
23 of any nature, the successors of such plans, and those plans' respective  
24 current or former trustees and administrators, agents, employees, and  
25 fiduciaries.

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1           10.   Class Representative Service Payments. The Court finds that the Class  
2 Representative Service Payments of \$10,000 to Plaintiff Hernandez and \$7,500 to Plaintiff  
3 Sotelo, to be paid by Defendant to Plaintiffs out of the Gross Settlement Amount, to be  
4 reasonable and appropriate. The Class Representative Service Payments are to be paid pursuant  
5 to the terms and provisions set forth in the Settlement Agreement.

6           a.     The rationale for making enhancement payments is class representatives  
7                 should be compensated for the expense and risk they incurred in  
8                 conferring a benefit on the Class. Criteria courts consider include: (i) risk  
9                 to the class representatives in commencing suit; (ii) notoriety and personal  
10                difficulties; (iii) amount of time and effort spent by the class  
11                representatives; (iv) duration of the litigation; and (v) personal benefit (or  
12                lack thereof) enjoyed by class representatives.

13          b.     The Court reviewed Plaintiffs' declarations outlining their involvement.  
14                 Given the risks inherent in the services as the class representatives,  
15                 duration of the case and time involved, and benefits created for the Class,  
16                 the Court approves the payment of the Class Representative Service  
17                 Payments of \$10,000 to Plaintiff Hernandez and \$7,500 to Plaintiff Sotelo.

18          11.   Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.  
19 The Court finds that the Class Counsel Fees Payment of \$140,000, to be paid by Defendant to  
20 Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. In  
21 addition, The Court finds that the Class Counsel Litigation Expenses Payment as reimbursement  
22 for actual litigation costs incurred of \$21,779.13, to be paid by Defendant to Class Counsel out  
23 of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be  
24 paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall  
25 not be required to pay for any other attorneys' fees and expenses, costs, or disbursements  
26 incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members or in  
27 connection with or related in any manner to this lawsuit, Settlement Agreement, settlement  
28 administration, Released Class Claims, and Released PAGA Claims.

- 1           a.     The Court has an independent right and responsibility to review the Class  
2               Counsel Fees Payment and only award so much as it determines  
3               reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)  
4               118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of  
5               \$140,000 is thirty-five percent (35%) of the common fund created for the  
6               benefit of the Class and is supported by use of the percentage-fee method.  
7               (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)  
8               Considering the results achieved, financial risk undertaken, difficult nature  
9               of this litigation, skills required, percentage fees award in previous and  
10              other cases, and contingent fees charged in the marketplace, The Court  
11              finds that the Class Counsel Fees Payment is consistent with the  
12              marketplace, is reasonable, and is approved.
- 13          b.     The Court reviewed the Declaration of Douglas Han regarding the costs  
14               expended. Under the terms of the Settlement, Class Counsel may seek  
15               reimbursement of up to \$30,000 in litigation costs. The Court finds that  
16               Class Counsel expended \$21,779.13 in litigation costs, and such costs  
17               were reasonable. The Court approves the payment of the Class Counsel  
18               Litigation Expenses Payment of \$21,779.13 from the common fund for the  
19               reimbursement of Class Counsel's litigation costs.

20          12.    Administration Expenses Payment. The Court finds that Administration Expenses  
21               Payment of \$10,500, to be paid by Defendant to the Administrator out of the Gross Settlement  
22               Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid  
23               pursuant to terms and provisions set forth in the Settlement Agreement.

- 24           a.     The Court reviewed the declaration of Jeremy Romero from CPT Group,  
25               Inc., the Administrator. The Court finds that notice was provided to the  
26               Class pursuant to the Preliminary Approval Order, constitutes the best  
27               practicable notice to the Class, and satisfied due process. Thus, the Court  
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1 approves the payment of the Administration Expenses Payment of \$10,500  
2 for the Administrator's services in administering the Settlement.

3 13. PAGA Penalties. The Court finds that the PAGA Penalties of \$50,000, seventy-  
4 five percent (75%) of which (\$37,500) will be paid to the California Labor and Workforce  
5 Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of  
6 which (\$12,500) will be distributed to PAGA Employees, on a pro rata basis, to be reasonable  
7 and appropriate. The PAGA Penalties is to be paid pursuant to the terms and provisions set forth  
8 in the Settlement Agreement.

9 14. Funding the Gross Settlement Amount. Within thirty (30) calendar days of the  
10 Effective Date, Defendant will deposit the Gross Settlement Amount (including employer's share  
11 of payroll taxes) into the Qualified Settlement Fund. Within fourteen (14) calendar days after  
12 Defendant fully funds the Gross Settlement Amount, the Administrator shall pay the settlement  
13 amounts to the appropriate entities and persons.

14 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the  
15 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the  
16 Settlement was the product of arm's-length negotiations following extensive litigation,  
17 discovery, and exchange of documentation. The negotiations were facilitated with the aid of  
18 Jeffrey Ross, an experienced and well-respected mediator.

19 a. The fairness of the Settlement is demonstrated by there being no  
20 objections to and only one (1) request for exclusion from the Settlement.

21 b. The fairness of the Settlement is further illustrated by the gross *average*  
22 Individual Class Payment being approximately \$482.21, and the gross  
23 *highest* Individual Class Payment being about \$1,407.74.

24 16. Uncashed Checks. Participating Class Members and PAGA Employees must cash  
25 or deposit their settlement checks within one hundred eighty (180) calendar days after the checks  
26 are mailed by the Administrator to them. Uncashed settlement checks will be canceled and  
27 transmitted to the California State Controller's Unclaimed Property Division.

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1        17.    Future Actions. Participating Class Members are permanently enjoined from  
2 pursuing or seeking to reopen claims that have been released by the Agreement. Any  
3 Participating Class Member who further asserts any of the claims covered by the releases set  
4 forth in the Agreement against any of the Released Parties shall pay the reasonable attorneys'  
5 fees and costs incurred by the Released Parties if such action is not withdrawn after the  
6 Participating Class Member receives notice of the Agreement.

7        18.    Modification of Settlement Agreement. The Participating Class Members are  
8 hereby authorized to agree to and adopt amendments to or modifications of the Settlement  
9 Agreement by an express written instrument signed by all Parties or their representatives and  
10 approved by the Court. Such amendments or modifications shall be consistent with this Order  
11 and Judgment and cannot limit the rights of Participating Class Members under the Settlement.

12        19.    Final Accounting and Compliance. The Court sets a compliance hearing for July  
13 3, 2025 at 8:30 a.m. in Department C-65. Plaintiffs shall file a compliance status report on or  
14 before June 25, 2025. Pursuant to Code of Civil Procedure section 384, the compliance status  
15 report shall specify the total amount paid to Participating Class Members and the residual of the  
16 unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds  
17 in the Settlement Agreement.

18        20.    Retention of Jurisdiction. The Court has jurisdiction to enter this Order and  
19 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,  
20 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,  
21 and for any other necessary purpose, including, without limitation:

- 22            a.        enforcing the terms and provisions of the Settlement Agreement and  
23                        resolving any disputes, claims, or causes of action in this lawsuit that, in  
24                        whole or in part, are related to or arise out of the Settlement Agreement or  
25                        this Order and Judgment;

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- 1           b.     entering such additional orders as may be necessary or appropriate to  
2                 protect or effectuate this Order and Judgment approving the Settlement  
3                 Agreement, and permanently enjoining Plaintiffs from initiating or  
4                 pursuing related proceedings, or to ensure the fair and orderly  
5                 administration of the Settlement Agreement; and  
6           c.     entering any other necessary or appropriate orders to protect and effectuate  
7                 this Court's retention of continuing jurisdiction.

8           The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,  
9           Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is  
10          GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

11          THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF  
12          THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT  
13          3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS  
14          OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE  
15          FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING  
16          JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND  
17          THE JUDGMENT THEREON.

18          **IT IS SO ORDERED.**

19  
20          DATED: 11/8/24

  
\_\_\_\_\_  
HONORABLE ROBERT LONGSTRETH  
SUPERIOR COURT JUDGE

**PROOF OF SERVICE  
1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103 and my electronic service address is manderson@justicelawcorp.com.

On December 3, 2024, I served the foregoing document described as

**ORDER OF FINAL APPROVAL AND JUDGMENT**

for the following case: **Hernandez, et al. v. Sendx Medical, Inc.**  
LWDA/Court Case No.: **LWDA-CM-879155-22**  
**37-2020-00020200-CU-OE-CTL**  
**San Diego County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 3, 2024, at Pasadena, California.



\_\_\_\_\_  
Mariah Anderson