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

AMIN AHMED, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CAREDX, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 22-CIV-02294

(Assigned to the Hon. Marie S. Weiner, Dept. 2)

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND JUDGMENT**

Date: September 12, 2023

Time: 2:00 p.m.

Dept.: 2

Complaint Filed: June 6, 2022

FAC Filed: December 27, 2022

Trial Date: None Set

1 Plaintiff Amin Ahmed (“Plaintiff” or “Ahmed”), and the settling Defendant CareDx, Inc.
2 (“Defendant”) (together the “Parties”) have entered into the Stipulation of Class Action and
3 PAGA Settlement and Release (“Settlement Agreement”) to settle the above-captioned class
4 action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of the Class
6 Action and PAGA Settlement, including approval of the Attorneys’ Fees Award and Litigation
7 Costs Award. The Court has read, heard, and considered all the pleadings and documents
8 submitted, and the presentations made in connection with the Motion which came on for hearing
9 on September 12, 2023.

10 **I. BACKGROUND**

11 On June 6, 2022, Plaintiff, on behalf of himself and others similarly situated, filed a class
12 action complaint against Defendant in the Superior Court of California for the County of San
13 Mateo. Plaintiff amended his complaint on December 27, 2022, to add a representative action
14 claim. The operative First Amended Complaint asserted causes of action for: (1) violation of
15 California Labor Code § 226; and (2) violation of Labor Code § 2698, *et seq.*

16 **A. Class Members**

17 The “Class” is defined as “All current and former hourly employees of Defendant
18 CareDx, Inc. who worked in California and who were paid shift differential wages at any time
19 during the Class Period of June 6, 2021 through October 7, 2022.”

20 **B. Operation of the Settlement**

21 Pursuant to the Order Granting Plaintiff’s Motion for Preliminary Approval of Class
22 Action and PAGA Settlement (“Preliminary Approval Order”) dated April 25, 2023, this Court
23 conditionally certified the Class and granted preliminary approval to the Settlement. The
24 Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The
25 Court entered the Preliminary Approval Order after review and consideration of all of the
26 pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

27 In compliance with the Preliminary Approval Order, the Class Notice was sent to all
28 Class Members via first class mail. The notice process was timely completed.

1 This Court finds that the Settlement appears to be the product of serious, informed, non-
2 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
3 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
4 pursuant to California Code of Civil Procedure section 877.6. The Court further finds that the
5 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
6 approval of a class action settlement under California law. Under the provisions of California
7 Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, as approved for use
8 by the California state court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial
9 court has discretion to certify a class where:

10 [Q]uestions of law or fact common to the members of the class
11 predominate over any questions affecting only individual members,
12 and that a class action is superior to the available methods for the
13 fair and efficient adjudication of the controversy Fed. R. Civ.
14 Proc. 23.

15 Certification of a settlement class is the appropriate judicial device under these circumstances.

16 Based on the foregoing, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED**
17 **AS FOLLOWS:**

18 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
19 Settlement Agreement filed in this case.

20 2. The Court has jurisdiction over the subject matter of the litigation, the Class
21 Representative, the other Members of the Settlement Class, and Defendant.

22 3. The Court finds that the dissemination of the Notice of Class Action Settlement
23 (“Class Notice”) as disseminated to the Class Members, constituted the best notice practicable
24 under the circumstances to all Persons within the definition of the Class, and fully met the
25 requirements of California law and due process under the United States Constitution.

26 4. The Court approves the settlement of the above-captioned action, as set forth in
27 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
28 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
Agreement.

1 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
2 are to bear their own costs and attorneys' fees.

3 6. The Court hereby certifies the following Class for settlement purposes only: All
4 current and former hourly employees of Defendant CareDx, Inc. who worked in California and
5 who were paid shift differential wages at any time during the Class Period of June 6, 2021
6 through October 7, 2022.

7 7. With respect to the Class and for purposes of approving the settlement only and
8 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
9 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
10 questions of law or fact common to the Class, and there is a well-defined community of interest
11 among Members of the Class with respect to the subject matter of the claims in the Litigation; (c)
12 the claims of Class Representative is typical of the claims of the members of the Class; (d) the
13 Class Representative has fairly and adequately protected the interests of the members of the
14 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
15 controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are
16 qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for
17 the Class.

18 8. Defendant shall fund \$70,000.00 of the total Maximum Settlement Amount
19 pursuant to the terms of the Settlement Agreement.

20 9. The Court approves the Class Settlement Payment and PAGA Penalties Payment
21 amounts, which shall be distributed pursuant to the terms of the Settlement Agreement.

22 10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of
23 \$23,333.00 and reimbursement of costs in the amount of \$1,996.74; (b) the sum of \$3,750.00 to
24 be paid to the California Labor and Workforce Development Agency for PAGA penalties; (c) the
25 sum of \$5,000 to Plaintiff for his service as class representative and in exchange for a general
26 release; and (d) \$5,750.00 to the Settlement Administrator, Phoenix Settlement Administrators,
27 for its fees and costs relating to the settlement administration process. The Court finds that these
28 amounts are fair and reasonable. Defendant is directed to make such payments from the

1 Maximum Settlement Amount and in accordance with the terms of the Settlement Agreement.

2 11. The Court hereby enters final judgment in this case in accordance with the terms
3 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
4 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
5 over the action and the Parties, including all Settlement Class Members, for purposes of
6 enforcing and interpreting this Order and the Settlement.

7 **IT IS SO ORDERED.**

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9 DATED: _____

10 HON. MARIE S. WEINER
11 SUPERIOR COURT OF CALIFORNIA
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