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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

SANDRA ARRAYGA, on behalf of herself  
and all others similarly situated,

Plaintiff,

v.

MEDICAL EXTRUSION TECHNOLOGIES,  
INC., a California Corporation; and DOES 1-  
50, inclusive.

Defendants.

CASE NO.: CVRI2203190

*Assigned to the Hon. Harold W. Hopp*

**~~PROPOSED~~ ORDER GRANTING  
FINAL APPROVAL OF SETTLEMENT  
AND ENTRY OF FINAL JUDGMENT  
THEREON**

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

JAN 19 2024

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1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set  
2 forth in the Amended Class Action and PAGA Settlement Agreement ("Settlement  
3 Agreement") came for a hearing on January 9, 2024, in Department 1 of the above-entitled  
4 court. The Settlement Agreement is titled "Amended Class Action and PAGA Settlement  
5 Agreement and Release of Claims" and was included as Exhibit "B" to the Declaration of  
6 Mehrdad Bokhour in Support of Plaintiff's Motion for Final Approval of Class Action  
7 Settlement filed on March 29, 2023, which is available at the Court's website at: [https://epublic-  
8 access.riverside.courts.ca.gov/public-portal/?q=paidRecords/document/case/CVRI2203190](https://epublic-access.riverside.courts.ca.gov/public-portal/?q=paidRecords/document/case/CVRI2203190).

9 A copy of the Settlement Agreement is also on file with the Court and available to Class  
10 Members who request it by contacting the Settlement Administrator, ILYM Group, Inc. (P.O.  
11 Box 2031, Tustin, CA 92781, Telephone: (888) 250-6810)

12 The Final Approval Motion was unopposed by Defendant Medical Extrusion  
13 Technologies, Inc. ("Defendant").

14 Having considered the Final Approval Motion, the Settlement Agreement, the  
15 Declarations, and all other materials properly before the Court and having conducted an inquiry  
16 pursuant to California Rules of Court, rule 3.769(g), the Court finds that all parties entered the  
17 Settlement Agreement in good faith, and the Settlement Agreement is approved. Due and  
18 adequate notice having been given to the Class, and the Court having considered the Settlement  
19 Agreement, all papers filed, and proceedings had herein, and all oral and written comments  
20 received regarding the proposed settlement, and having reviewed the record in this Action, and  
21 good cause appearing,

22 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

23 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all  
24 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

25 2. The Court has jurisdiction over the subject matter of this Action, the Class  
26 Representative, the Class Members, the PAGA Employees and claim, and Defendant.

27 3. The Court finds that the distribution of the Class Notice, as provided for in the  
28 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable

1 under the circumstances to all Class Members and fully met the requirements of California law  
2 and due process under the California and United States Constitution. Based on evidence and  
3 other material submitted, the actual notice to the class was adequate.

4 4. The Court finds that the instant Action presented a good faith dispute of the  
5 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on  
6 behalf of the Class Members, which Defendant disputed, included all claims that were asserted  
7 and reasonably arising out of the facts alleged in Plaintiff's original Complaint and Amended  
8 Complaint, including claims arising out of any alleged failure to pay all minimum, regular, and  
9 overtime wages, failure to provide meal periods and premium payments in lieu thereof, failure  
10 to provide rest periods and premium payments in lieu thereof, failure to reimburse business  
11 expenses, failure to provide accurate itemized wage statements (based on both direct and  
12 derivative theories of liability), failure to timely pay all wages due at separation, violation of  
13 California Business & Professions Code, sections 17200 *et seq.*, and any and all related  
14 penalties that arose during the Class Period. Plaintiff also alleged PAGA claims based on these  
15 underlying alleged claims, as further specified in Plaintiff's Complaint, Amended Complaint  
16 and the Labor and Workforce Development ("LWDA") notice letter.

17 5. No Class Member objected to the Settlement, and no Class Members requested  
18 exclusion from the Settlement. All Participating Class Members are entitled to payment  
19 pursuant to the Settlement and this Judgment.

20 6. The Court approves the Settlement, as set forth in the Settlement Agreement and  
21 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling  
22 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the  
23 Settlement Agreement.

24 7. The Settling Parties are to bear their own fees and costs, except as otherwise  
25 provided in the Settlement Agreement.

26 8. For purposes of effectuating this Order and Judgment, this Court has certified the  
27 following class: "All current and former non-exempt employees employed by Defendant at any  
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1 time during the period of August 1, 2018, through May 19, 2023.” The Court deems this  
2 definition sufficient for purposes of California Rules of Court, rule 3.765(a).

3 9. With respect to the Settlement Class and for purposes of approving this  
4 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable  
5 and so numerous that joinder of all members is impracticable; (b) there are questions of law or  
6 fact common to the Class Members, and there is a well-defined community of interest among  
7 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class  
8 Representative are typical of the claims of the Class Members; (d) the Class Representative has  
9 fairly and adequately protected the interests of the Class Members; (e) class action is superior to  
10 other available methods for an efficient adjudication of this controversy; and (f) the counsel of  
11 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the  
12 Plaintiff in his individual and representative capacity and for the Settlement Class.

13 10. By this Judgment, the Class Representative shall release, relinquish, and  
14 discharge, and each of the Participating Class Members shall be deemed to have, and by  
15 operation of the Judgment, shall have, fully, finally, and forever released, relinquished, and  
16 discharged all Released Claims against the Released Parties, as defined and specified in the  
17 Settlement Agreement.

18 11. By this Judgement, Plaintiff and the State of California (acting through Plaintiff  
19 as its deputized representative), and each PAGA Employee, will forever completely release and  
20 discharge the Released Parties from the Released PAGA Claims, as defined and specified in the  
21 Settlement Agreement.

22 12. Plaintiff may not use this Final Approval Order, the Settlement Agreement, nor  
23 any document referred to herein, nor any action taken to carry out the Settlement Agreement as  
24 an admission by or against Defendant or any of the other Released Parties of any fault,  
25 wrongdoing or liability whatsoever. This Final Approval Order is not a finding of the validity of  
26 any claims in the Action or any wrongdoing by Defendant or any of the other Released Parties.

27 13 The Court finds that the Settlement Amount of \$553,350 is fair, reasonable, and  
28 adequate and awards the payments set forth below from the Settlement Amount:

1 A) \$184,450 to Class Counsel for attorneys' fees in light of the benefit obtained on  
2 behalf of the Class, which shall be split equally between Falakassa Law, P.C. and Bokhour Law  
3 Group, P.C.;

4 B) \$14,411.27 to Class Counsel for costs/expenses, which shall be awarded to  
5 Bokhour Law Group, P.C.;

6 C) \$10,000 to Class Representative Sandra Arrayga. as a Service Award;

7 D) \$5,000 to the Settlement Administrator, ILYM Group, Inc.;

8 E) A PAGA Award of \$10,000, consisting of \$7,500 to the LWDA and \$2,500 to  
9 PAGA Employees; and

10 F) After deducting the foregoing payments from the Settlement Amount, the  
11 remainder shall form the Net Settlement Amount payable to the Participating Class Members as  
12 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

13 14. With the sole exception of employer-side taxes due on individual settlement  
14 payments to Participating Class Members (which Defendant will pay in addition to the Gross  
15 Settlement Amount), the Gross Settlement Amount is the maximum amount that Defendant will  
16 pay for any reason in connection with the Settlement Agreement or this Order.

17 15. The Settlement Administrator is directed to calculate the Participating Class  
18 Member's Individual Settlement Payments from the Net Settlement Amount and issue all  
19 payments within in accordance with the Settlement Agreement and the timeline set forth below:

|                                           |                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 20 60 days after this Order is entered    | The Effective Date occurs.                                                                                                                                                                                                                                                                                   |
| 21 Within 5 days of the Effective Date    | Defendant shall issue the payment to the<br>22 Settlement Administrator.                                                                                                                                                                                                                                     |
| 23 Within 7 days after receipt of Payment | Settlement Administrator to issue all<br>24 Individual Settlement Payments to the<br>25 Participating Class Members, payment to<br>26 Class Counsel for the Attorneys' Fees and<br>27 Costs Award, the Service Payment to the<br>28 Class Representative, and the payment to the<br>LWDA for PAGA penalties. |
| 180 days after payment is issued          | Deadline for Class Members to cash checks.                                                                                                                                                                                                                                                                   |

|                                                                            |                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 <del>TBD</del> January 9, 2025                                           | Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller. |
| 2<br>3<br>4<br>5 <del>TBD</del> January 10, 2025<br>6 8:30 am Department 1 | Non-appearance hearing re: status of disbursement, filing of Declaration from Administrator.                                                                                                                                        |

8 10. ~~16~~. Concurrently with mailing the settlement checks to the Class Members, the  
9 Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members  
10 either on a postcard or as a detachable portion of the check for the Participating Class Members,  
11 noting the following: "Please be advised that on [insert date], 2024, the Superior Court of  
12 California for the County of Riverside entered Judgment in the case entitled *Arrayga v. Medical*  
13 *Extrusion Technologies, Inc.*, Case No. CVRI2203190, on behalf of all current and former non-  
14 exempt employees employed by Defendant at any time during the period of August 1, 2018,  
15 through May 19, 2023, pursuant to an approved settlement of disputed claims." In addition, the  
16 Settlement Administrator shall ensure the envelope transmitting the settlement distribution  
17 checks to Class Members bears the notation, "YOUR CLASS ACTION SETTLEMENT  
18 CHECK IS ENCLOSED," and mail a reminder postcard to any Class Member whose settlement  
19 distribution check has not been negotiated within 60 days after the date of mailing.  
20 Furthermore, if (i) any of the Class Members are current employees of Defendant, (ii) the  
21 distribution mailed to those employees is returned to the Settlement Administrator as being  
22 undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address,  
23 the Settlement Administrator shall arrange with Defendant to have those distributions delivered  
24 to the employees at their place of employment.

25 17. ~~16~~. The Class Members shall have 180 days from the date of issuance by the  
26 Settlement Administrator to negotiate the settlement check. If a Class Member does not  
27 negotiate his/her check within this time period, the check will be canceled. The value of the  
28 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash

1 a settlement check shall be issued to the State Controller's Office for the State of California in  
2 the name of the Class Member.

3 18. <sup>1/1</sup>. This document shall constitute a Judgment for purposes of California Rule of  
4 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the  
5 Class Representative, the Class Members, and Defendant for the purposes of supervising the  
6 implementation, enforcement, construction, administration, and interpretation of the Settlement  
7 Agreement and this Judgment.

8  
9 **IT IS SO ORDERED.**

10  
11 Dated: 1/16/23

12   
13 HON. HAROLD W. HOPP  
14 JUDGE OF THE SUPERIOR COURT  
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