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FILED
San Diego Superior Court

APR 03 2026

By: S. Christensen, Deputy

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

12 HEATHER BEGLEY, individually, and on
13 behalf of all others similarly situated,

14 *Plaintiff,*

15 v.

16 GENEWIZ, LLC, a Delaware corporation; and
17 DOES 1 through 10, inclusive,

18 *Defendants.*

Case No. 37-2022-00038762-CU-OE-CTL
Assigned to: Hon. Judy S. Bae, Dept. C-62

Complaint filed: September 28, 2022
FAC filed: February 10, 2025
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT

FINAL APPROVAL HEARING

Date: April 3, 2026
Time: 9:10 a.m.
Dept.: C-62

1 On or around September 25, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Heather ("Plaintiff" or the "Class
3 Representative") now seeks an order granting final approval of the Joint Stipulation of Class Action
4 and PAGA Settlement and Release ("Settlement" or "Settlement Agreement") for the amount of
5 \$343,200.00 (the "Gross Settlement Amount") between Plaintiff and Defendant Genewiz, LLC
6 ("Defendant", and together with Plaintiff, the "Parties"). A true and correct copy of the Settlement
7 Agreement and the class notice attached thereto as **Exhibit A** (the "Class Notice") is attached to the
8 Declaration of Conor J.D. Gomez in Support of Plaintiff's Motion for Final Approval of Class Action
9 Settlement (the "Class Counsel Declaration") as **Exhibit 1**.

10 Due and adequate notice having been given to the Class Members (as defined below), and
11 the Court having reviewed and considered the Settlement, Plaintiff's Notice of Motion and Motion
12 for Final Approval of Class and PAGA Action Settlement and the supporting declarations and
13 exhibits thereto (together, the "Motion"), all papers filed and proceedings had herein, and the absence
14 of any written objections received regarding the Settlement, and having reviewed the record in this
15 action, and good cause appearing therefor,

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

17 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
18 Settlement filed in this case (Case No. 37-2022-00038762-CU-OE-CTL, hereinafter referred to as
19 the "Action") and as used herein.

20 2. The Court has jurisdiction over all claims asserted in the Action, Named Plaintiff, the
21 Class Members, Defendant, and ILYM Group, Inc. (the "Settlement Administrator").

22 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
23 reasonable and therefore meets the requirements for final approval. The Court grants final approval
24 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
25 Agreement.

26 4. The Court finds that the Settlement has been made and entered into in good faith and
27 hereby approves the Settlement subject to the limitations on the requested attorneys' fees of
28 \$114,400.00 in attorneys' fees, which is one third (1/3) of the Gross Settlement Amount (the

1 “Attorneys’ Fees”) and Attorneys’ Costs of \$24,570.75 (the “Attorneys’ Costs”) and the \$10,000.00
2 enhancement award to Plaintiff (the “Named Plaintiff’s Enhancement and General Release
3 Payment”) as set forth below.

4 5. As of the Effective Date (as defined in ¶ 11 of the Settlement Agreement) Named
5 Plaintiff and all Settlement Class Members (defined below) hereby do and shall be deemed to have
6 fully, finally, and forever released, settled, compromised, relinquished and discharged any and all
7 Settled Claims (as defined in the Settlement Agreement) against any and all Released Parties. The
8 Settlement includes a release of all Settled Claims that arose during the Class Period by Settlement
9 Class Members employed at any time during the Class Period.

10 6. “Class Members” means all persons who are employed or have been employed by
11 Genewiz, LLC in the State of California as hourly and/or other non-exempt employees during the
12 Class Period. “Settlement Class Members” means all Class Members other than those who have
13 timely and validly submitted Opt-Out Requests and thereby excluded themselves from releasing
14 Settled Claims from the Settlement.

15 7. “Class Period” means the period of time beginning on September 28, 2018, through
16 December 16, 2024.

17 8. As of the Effective Date, Plaintiff, the California Labor & Workforce Development
18 Agency (“LWDA”), the State of California, and any other representative, proxy, or agent thereof,
19 including but not limited to any and all PAGA Members (as defined below) hereby do and shall be
20 deemed to have fully, finally, and forever released, settled, compromised, relinquished and
21 discharged all Settled PAGA Claims (as defined in the Settlement Agreement) that arose during
22 the PAGA Period (as defined below) against any and all of the Released Parties (as defined in the
23 Settlement Agreement). The Court approves the settlement of all Settled PAGA Claims during the
24 PAGA Period by the LWDA, the State of California, and PAGA Members to the fullest extent
25 permitted under the law, including settlement contemplated in Labor Code section 2699.3(b)(4).

26 9. “PAGA Members” means all past and present non-exempt employees of the
27 Defendant in the state of California during the PAGA Period.
28

1 10. “PAGA Period” means the period of time beginning on September 29, 2021, and
2 December 16, 2024.

3 11. Upon final approval of the Settlement by the Court, the Settlement Class Members
4 (defined as “All Class Members other than those who opt-out) shall release the aforementioned
5 claims against all Released Parties.

6 12. The Parties shall bear their own respective attorneys’ fees and costs, except as
7 otherwise provided for in the Settlement and approved by the Court.

8 13. Solely for purposes of effectuating the Settlement, the Court finally certifies the Class.

9 14. No Class Member has objected to the terms of the Settlement.

10 15. No Class Member has requested exclusion from the Settlement.

11 16. The Class Notice provided to the Class conforms with the requirements of California
12 Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the
13 circumstances, by providing individual notice to all Class Members who could be identified through
14 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters
15 set forth therein to the Class Members. The Class Notice fully satisfies the requirements of due
16 process.

17 17. The Court finds the Gross Settlement Amount, the Net Settlement Amount (defined
18 as “the Gross Settlement Amount less the amounts deducted pursuant to Paragraphs 51a through 51e
19 of [the Settlement Agreement], including deductions of the amounts awarded to Class Counsel, the
20 enhancement award to the Named Plaintiff, the payment to the LWDA to resolve claims under the
21 PAGA, and the costs awarded for settlement administration owed pursuant to this Agreement”), and
22 the methodology used to calculate and pay each Settlement Class Member’s Settlement Payment (as
23 defined in the Settlement Agreement) and each PAGA Member’s Settlement Payment are fair and
24 reasonable, and the Court authorizes the Settlement Administrator to pay the Settlement Payments
25 to the Settlement Class Members in accordance with the terms of the Settlement.

26 18. Defendant shall pay the Gross Settlement Amount to resolve this Action and to
27 separately pay any and all employer payroll taxes owed on the Wage Portions of the Settlement
28 Payments.

1 19. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff Heather
2 Begley for her services as Class Representative and for her agreement to release her claims pursuant
3 to the Settlement.

4 20. From the Gross Settlement Amount, \$8,650.00 shall be paid to the Settlement
5 Administrator.

6 21. The Court hereby confirms Tyler J. Woods, Alan A. Wilcox, Lucy Nguyen, and
7 Conor Gomez of Wilshire Law Firm, PLC as "Class Counsel".

8 22. From the Gross Settlement Amount, Class Counsel is awarded \$114,400.00 for their
9 Attorneys' Fees and \$24,570.75 for their Attorneys' Costs incurred in the Action. The Attorneys'
10 Fees and Attorneys' Costs shall be distributed to Class Counsel as set forth in the Settlement. The
11 Court finds that the fees are reasonable in light of the benefit provided to the Class.

12 23. ILYM shall calculate and administer from the Net Settlement Amount individual
13 Settlement Payments to be made to the Settlement Class Members (including the allocation from the
14 Gross Settlement Amount of such amounts between taxable wages, interest and penalties, as
15 specified in the Settlement Agreement), Attorneys' Fees and Attorneys' Costs to Class Counsel,
16 enhancement award to the Class Representative, and PAGA payment to the LWDA, and payment of
17 employer taxes that may become due by Defendant as a result of the Settlement, all of which shall
18 be deducted from the Gross Settlement Amount. ILYM is hereby directed to take all other actions in
19 furtherance of the settlement administration as specified in the Settlement Agreement.

20 24. Without affecting the finality of this Order in any way, and in accordance with C.C.P.
21 § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and
22 enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, Defendant's
23 counsel, and the Settlement Administrator.

24 25. ~~A non-appearance compliance hearing regarding distribution of the Settlement funds~~
25 ~~is set for November 30, 2026, or as soon as practicable thereafter. A distribution compliance report~~
26 ~~shall be filed at least one week in advanced of the non-appearance compliance hearing.~~ 

27 26. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
28 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

27. A Final Accounting Hearing is set in Dept. 62 for 1/15/2027 @ 9:10 AM. A distribution compliance report shall be filed at least 7 court days prior to the hearing.

IT IS SO ORDERED.

DATE: 4/3/2026

Hon. Judy S. Bae
San Diego County Superior Court