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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

DANIEL DE LA TORRE, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

FREENOME HOLDINGS, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CGC-22-603540

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: April 30, 2024

Hearing Time: 9:30 a.m.

Judge: Richard B. Ulmer

Dept.: 302

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Plaintiff Daniel De La Torre ("Plaintiff") moves for approval of the settlement of Plaintiff's
3 claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to
4 California Labor Code § 2699(1)(2), against Defendant Freenome Holdings, Inc. ("Defendant").

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
6 this action and is authorized to act as private attorney general with respect to the PAGA claims being
7 released under the terms of the PAGA Settlement Agreement ("Agreement"), which is incorporated
8 by reference. The California Labor Workforce Development Agency was provided with notice of the
9 Settlement and the motion for approval of the PAGA settlement ("Motion") via its online process and
10 no objection has been received to the settlement or the Motion from the Labor Workforce
11 Development Agency.

12 The Parties seek approval of the settlement of Plaintiff's PAGA claims and the PAGA Payment
13 to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The
14 settlement provides for a Gross PAGA Settlement Amount in the total sum of \$425,000, which
15 includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$4,000) for ILYM
16 Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the amount of \$141,667.00
17 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the
18 amount of \$18,216.74. The PAGA Payment, which is the amount remaining of the Gross PAGA
19 Settlement Amount after deduction of the Administration Expenses Payment, PAGA Counsel Fees
20 Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699
21 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment
22 will be paid to the LWDA (no less than \$194,499.75) and 25% will be paid to the Aggrieved
23 Employees (no less than \$64,833.25).

24 The Court, having reviewed the evidence and papers submitted and argument of counsel,
25 pursuant to Labor Code section 2699(1)(2) hereby GRANTS Plaintiff's Motion and approves the
26 PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be allocated and
27 paid out as set forth in the Agreement.
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1 The “Aggrieved Employees” are defined as all individuals who are or were directly employed
2 by Defendant in California and classified as hourly or non-exempt at any time during the PAGA
3 Period. The PAGA Period is the period from September 1, 2021 through December 2, 2023.

4 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties (as
5 defined in the Agreement) shall be entitled to a release of the Released PAGA Claims. The “Released
6 PAGA Claims” are all claims, demands or causes of action of any kind for PAGA penalties that were
7 alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint
8 and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period.
9 The Released PAGA Claims does not include all other claims, including Plaintiff’s individual claims,
10 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
11 unemployment insurance, disability, social security, workers’ compensation, California class claims,
12 and PAGA claims outside of the PAGA period. In no event shall the release of the Released PAGA
13 Claims release any individual claims of any individuals.

14 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
15 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
16 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
17 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
18 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
19 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as
20 to Plaintiffs, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any
21 such liability or wrongdoing.

22 This claim asserted under PAGA in this action is dismissed with prejudice. In addition, the
23 PAGA claims of the Aggrieved Employees during the PAGA Period are dismissed with prejudice.
24 After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6,
25 retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret,
26 implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for
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1 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the
2 distribution of settlement benefits.

3 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
4 **ENTERED ACCORDINGLY.**

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6 DATED: _____

7 THE HONORABLE RICHARD B. ULMER
8 JUDGE OF THE SUPERIOR COURT
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