

David Mara, Esq. (230498)
Jill Vecchi, Esq. (299333)
MARA LAW FIRM, PC
2650 Camino Del Rio North, Suite 302
San Diego, California 92108
Telephone: (619) 234-2833
Facsimile: (619) 234-4048

Attorneys for VALERIE MAE LUNA,
on behalf of herself, all others similarly situated,
and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

VALERIE MAE LUNA on behalf of herself, all
others similarly situated, and on behalf of the
general public,
Plaintiffs,

v.

ACCU BIO-CHEM LABORATORIES; and
DOES 1-100,
Defendants.

Case No. 22STCV35014

*[Assigned for all purposes to the
Honorable Elihu M. Berle, Dept.6]*

**NOTICE OF ENTRY OF REVISED
ORDER GRANTING PLAINTIFF
VALERIE MAE LUNA'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
SERVICE AWARD PAYMENT,
ADMINISTRATION COSTS, LWDA
PAYMENT AND REVISED
JUDGEMENT**

Date: October 10, 2024
Time: 9:00 a.m.

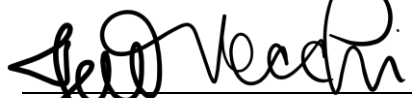
Date File: November 3, 2022
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2
3 NOTICE IS HEREBY GIVEN that on October 14, 2024, the Court issued a Revised Order
4 Granting Plaintiff Valerie Mae Luna's Motion for Final Approval of Class Action and Paga
5 Settlement, Attorneys' Fees and Costs, Service Award Payment, Administration Costs, LWDA
6 Payment and Revised Judgement. True and correct copies of the Court's Orders are attached hereto
7 as Exhibit 1 and Exhibit 2.

8 Dated: October 15, 2024

MARA LAW FIRM, PC

9 

10 David Mara, Esq.

11 Jill Vecchi, Esq.

12 Attorneys for VALERIE MAE LUNA,
13 on behalf of herself, all others similarly situated,
14 and on behalf of the general public
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Exhibit 1

Electronically Received 10/11/2024 09:37 AM

FILED
Superior Court of California
County of Los Angeles

10/14/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

VALERIE MAE LUNA on behalf of herself,
all others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

ACCU BIO-CHEM LABORATORIES; and
DOES 1-100,

Defendants.

Case No. 22STCV35014

*[Assigned for All Purposes to the
Honorable Elihu M. Berle, Dept.6]*

**~~REVISED [PROPOSED]~~ ORDER
GRANTING PLAINTIFF VALERIE MAE
LUNA'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS' FEES
AND COSTS, SERVICE AWARD
PAYMENT, ADMINISTRATION COSTS,
LWDA PAYMENT**

Date: October 10, 2024

Time: 9:00 a.m.

Date File: November 3, 2022

Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Valerie Mae Luna has applied to this Court for an
4 order finally approving the settlement of the Action in accordance with the Class Action and
5 PAGA Settlement Agreement and Class Notice (the “Agreement” or “Settlement Agreement”),
6 which together with the exhibit annexed thereto, sets forth the terms and conditions for a proposed
7 settlement and entry of judgment upon the terms and conditions set forth therein. The Court has
8 read and considered the Memorandum of Points and Authorities in Support of Plaintiff’s Motion
9 for Final Approval of Class and PAGA Settlement, Attorneys’ Fees and Costs, Service Award
10 Payment, Administration Costs, LWDA Payment, and Entering of Final Judgment, and the
11 declarations submitted therewith. For purposes of this Order, the Court adopts all defined terms as
12 set forth in the Agreement.

13 **II. FINDINGS**

14 After review and consideration of the Agreement and Plaintiff’s motion for final approval
15 and the papers in support thereof, the Court hereby finds and orders as follows:

16 1. The Court has jurisdiction over the claims of the Class Members asserted in this
17 proceeding and over all parties to the proceeding.

18 2. The “Class” or “Class Members” are defined to include: “All individuals who
19 worked for Accu Bio-Chem Laboratories as non-exempt hourly employees in California at any
20 time during the Class Period.” The Class Period is November 3, 2018, to August 19, 2023.

21 3. The “PAGA Aggrieved Employees” are defined to include: “All individuals who
22 worked for Defendant as non-exempt hourly employees in California during the PAGA Period.”
23 The PAGA Period is October 24, 2021, to August 19, 2023.

24 4. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
25 Court Approval (“Class Notice”) was mailed by first-class U.S. mail to all Class Members in
26 English and Spanish. The Class Notice informed the Class of the material terms of the settlement,
27 of their right to receive a *pro rata* portion of the Net Settlement Amount, of their right to request

1 exclusion from the settlement, of their right to comment upon or object to the settlement and to
2 appear in person or through counsel at the Final Approval Hearing and of the date set for the Final
3 Approval Hearing. Adequate periods of time were provided by each of these procedures.

4 5. In response to the Class Notice, no member of the Class submitted a written
5 objection to the settlement or stated an intention to appear at the Final Approval Hearing. No
6 members of the Class requested to be excluded from the settlement. No member of the Class
7 submitted a dispute regarding the number of workweeks credited to him or her.

8 **III. ORDER**

9 The Court having considered the papers submitted in support of the motion for preliminary
10 approval, HEREBY ORDERS THE FOLLOWING:

11 1. The Court finds that the applicable requirements of California Code of Civil
12 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
13 to the Class and the settlement. The Court hereby makes final its earlier provisional certification
14 of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

15 2. The Court finds and determines that this notice procedure afforded adequate
16 protections to Class Members and provides the basis for the Court to make an informed decision
17 regarding approval of the settlement based on the Class Members' response. The Court finds and
18 determines that the Class Notice was the best notice practicable under the circumstances, and
19 satisfied the requirements of law and due process.

20 3. The Court further finds and determines that the terms of the settlement are fair,
21 reasonable and adequate to the Class and to each Class Member.

22 4. Pursuant to California law, the Court hereby grants final approval of the settlement.
23 The Court finds that it appears that the settlement was reached as a result of informed and non-
24 collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that
25 it appears that the Parties conducted extensive investigation, research, and discovery and that their
26 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
27 settlement will enable the Parties to avoid additional and potentially substantial litigation costs,

1 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
2 considered the absence of objections to and requests for exclusion from the settlement, reviewed
3 the monetary recovery provided as part of the settlement, and recognizes the significant value
4 accorded to the Class. Accordingly, the Court hereby approves the terms set forth in the
5 Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and
6 reasonable, and directs the Parties to effectuate the settlement according to its terms.

7 5. A full opportunity has been afforded to the Class Members to participate in the
8 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
9 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
10 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
11 valid and timely Request for Exclusion from the Settlement (“Participating Class Members”) are
12 bound by this Order.

13 6. In exchange for a portion of the Net Settlement Amount, all Participating Class
14 Members will be bound by the following release: “All Participating Class Members, on behalf of
15 themselves and their respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors and assigns, release the Released Parties from (i) all claims that were
17 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
18 Complaints, including, e.g., 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay All
19 Overtime Wages; 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order
20 No. 4-2001(11); Cal. Code Regs., tit. 8 § 11090); 4) Failure to Authorize and Permit Rest Periods
21 (Lab. Code § 226.7; IWC Wage Order No. 4-2001(12); Cal. Code Regs. tit. 8 § 11040); 5)
22 Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions
23 (Lab. Code §§ 226, 1174, 1175); 6) Waiting Time Penalties; 7) Violation of Unfair Competition
24 Law (Bus. & Prof. Code § 17200, et seq.); and 8) Failure to adopt a compliant sick pay/paid time
25 off policy (Lab. Code §§233, 234, 246). This release will be for the Class Period. Except as set
26 forth in Section 5.3 of this Agreement, Participating Class Members do not release any other
27 claims, including claims for vested benefits, wrongful termination, violation of the Fair

1 Employment and Housing Act, unemployment insurance, disability, social security, workers'
2 compensation or claims based on facts occurring outside the Class Period.”

3 7. In exchange for a portion of the PAGA Payment, all Aggrieved Employees will be
4 bound by the following release: “All Aggrieved Employees are deemed to release, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties
7 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
8 Complaints, and the PAGA Notice. This release will be for the PAGA Period.”

9 8. The Court hereby confirms David Mara and Jill Vecchi of Mara Law Firm, PC, as
10 Class Counsel in this action.

11 9. The Court hereby confirms Plaintiff Valerie Mae Luna as the Class Representative
12 in this action.

13 10. The Court finds and determines that the individual settlement payments provided
14 for by the terms of the Settlement Agreement to be paid to the Participating Class Members are
15 fair and reasonable. The Court hereby gives final approval to and orders the payment of those
16 amounts be made to the Participating Class Members in accordance with the terms of the
17 Settlement Agreement.

18 11. The Court finds and determines the Service Award Payment in the sum of \$7,500
19 to Plaintiff Valerie Mae Luna is fair and reasonable. The Court hereby orders the Settlement
20 Administrator to make the payment to the Plaintiff/Class Representative Valerie Mae Luna in the
21 amount of \$7,500 for the Service Award Payment in accordance with the terms of the Settlement
22 Agreement.

23 12. The Court finds and determines that the payment to the Settlement Administrator,
24 APEX Class Action Administration, in the sum of \$5,990 for its fee and expenses incurred and
25 to be incurred for the notice and settlement administration process is fair and reasonable. The
26 Court hereby orders the Settlement Administrator to make payment to itself in the amount of
27 \$5,990 for Administration Costs in accordance with the terms of the Settlement Agreement.

1 13. Pursuant to the terms of the settlement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of
3 \$78,325.50 and a Cost Award of \$12,010.66 to Class Counsel. The Court finds such amounts to
4 be fair and reasonable. The Court hereby orders the Settlement Administrator to make payment
5 to Class Counsel in the amount of \$78,325.50 for attorneys' fees and \$12,010.66 for litigation
6 expenses in accordance with the terms of the Settlement Agreement.

7 14. The Court finds and determines that the payment to the Labor and Workforce
8 Development Agency ("PAGA Payment"), in the sum of \$18,750 (which is 75% of \$25,000
9 allocated to claims under the Private Attorneys General Act of 2004, is fair and reasonable. The
10 Court hereby orders the Settlement Administrator to make the payment to the LWDA in the
11 amount of \$18,750 for the PAGA payment in accordance with the terms of the Settlement
12 Agreement. The Court further orders that the remaining amount of \$6,250 be distributed to
13 Aggrieved Employees in accordance with the terms of the Settlement Agreement.

14 15. Neither Defendant nor any related persons or entities shall have any further liability
15 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
16 as provided for by the Settlement Agreement.

17 16. The Court finds and determines that the release contained in the Settlement
18 Agreement is appropriate and shall bind all Participating Class Members.

19 17. Nothing in this Final Approval Order and Judgment shall preclude any action to
20 enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final
21 Approval Order and Judgment, including the requirement that Defendant make payments to
22 Participating Class Members in accordance with the Settlement Agreement.

23 18. The Court finds and determines that nothing in the Settlement Agreement or this
24 Final Approval Order and Judgment (1) is intended or will be construed as an admission of
25 liability or wrongdoing by Defendant or (2) may be offered in evidence against Defendant (other
26 than solely in connection with this settlement).

27 19. The Court hereby enters final judgment in this action in accordance with the terms
28

1 of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and
2 Judgment.

3 20. The Court sets an Order to Show Cause re: Compliance with the Terms of the
4 Settlement and Judgment for June 4, 2025, at 8:30 a.m. in Department 6 at Spring Street
5 Courthouse. This is to confirm that distribution efforts are fully completed, including the
6 distribution of uncashed Participating Class Member checks to The United Way, that the
7 Administrator's work is complete, and that the Court's file thus may be closed. All supporting
8 papers must be filed by May 23, 2025.

9 21. The Parties shall bear their own costs and attorneys' fees except as otherwise
10 provided for by the Settlement Agreement and this Final Approval Order and Judgment.

11 22. Without affecting the finality of this Final Approval Order and Judgment in any
12 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
13 implementation, effectuation and enforcement of this order and the Settlement.

14
15 **IT IS SO ORDERED.**

16 Dated: October 14, 2024



17 By **Elihu M. Berle**
18 Honorable Elihu M. Berle
19 Los Angeles Superior Court Judge
20 **Elihu M. Berle / Judge**

Exhibit 2

FILED
Superior Court of California
County of Los Angeles
10/14/2024

David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

VALERIE MAE LUNA on behalf of herself,
all others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

ACCU BIO-CHEM LABORATORIES; and
DOES 1-100,

Defendants.

Case No. 22STCV35014

*[Assigned for All Purposes to the
Honorable Elihu M. Berle, Dept.6]*

~~REVISED [PROPOSED]~~ JUDGMENT

Date: October 10, 2024
Time: 9:00 a.m.

Date File: November 3, 2022
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Court, having granted final approval of the Class Action and PAGA Settlement
3 Agreement and Class Notice (the “Agreement” or “Settlement Agreement”), as set forth in the
4 Court’s Order Granting Plaintiff Valerie Mae Luna’s Motion for Final Approval of Class and
5 PAGA Settlement, Attorneys’ Fees and Costs, Service Award Payment, Administration Costs,
6 LWDA Payment, and Entering of Final Judgment (the “Final Approval Order”),

7 **HEREBY ORDERS, ADJUDGES AND DECREES** that this document shall constitute
8 a Judgment for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769(h),
9 and 8.104 California Rules of Court. Judgment in this matter is entered in accordance with the
10 findings made in the Final Approval Order and the Settlement Agreement, which are incorporated
11 herein by this reference as though set forth in full. Unless otherwise provided herein, all capitalized
12 terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court
13 further directs as follows:

- 14 1. Unless otherwise defined differently in this Order, all capitalized terms used in
15 this Order have the same meaning as they are specifically defined in the Settlement
16 Agreement.
- 17 2. Plaintiff/Class Representative and all Class Members shall take nothing from
18 Defendant except as expressly set forth in the Settlement Agreement filed on
19 September 1, 2023, in conjunction with Plaintiff’s Motion for Preliminary
20 Approval of the Class Action Settlement.
- 21 3. Within fourteen (14) calendar days of the Effective Date¹, Defendant ACCU Bio-
22 Chem Laboratories (“Defendant”) is ordered to deliver to the Settlement
23 Administrator the Gross Settlement Amount of \$235,000 which shall be deposited

24
25 ¹ The Effective Date is the date by when both of the following have occurred: (a) the Court enters
26 a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final.
27 The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class
28 Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more
Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the
appellate court affirms the Judgment and issues a remittitur.

1 by the Settlement Administrator into the account established by the Settlement
2 Administrator for administration of the Settlement Agreement.

3 4. Within fourteen (14) days after Defendants' delivery of the Gross Settlement
4 Amount, the Settlement Administrator shall issue payment in accordance with the
5 Court's Final Approval Order and as set forth below.

6 5. Attorneys' fees in the amount of \$78,325.50 are to be paid to Mara Law Firm, PC
7 ("Class Counsel") from the Gross Settlement Amount for the work done and to be
8 done until the completion of this matter.

9 6. Attorneys' litigation costs in the amount of \$12,010.66 are to be paid to Class
10 Counsel from the Gross Settlement Amount for actual and necessary costs
11 incurred.

12 7. The Settlement Administrator, APEX Class Action Administration, shall issue
13 itself a payment of \$5,990, from the Gross Settlement Amount for its work done
14 and to be done until the completion of its administration of the Settlement
15 Agreement.

16 8. Plaintiff is hereby approved as the Class Representative and shall receive a Service
17 Payment Award in the sum of \$7,500.

18 9. The employer-side payroll taxes associated with the portion of the settlement
19 attributed to wages shall be paid by Defendant separate and apart from the Gross
20 Settlement Amount.

21 10. The remaining Net Settlement Amount shall be distributed by the Settlement
22 Administrator to the Participating Class Members in the manner specified in the
23 Settlement Agreement.

24 11. This Judgment is final and binding on Participating Class Members.

25 12. By operation of this Judgment, Participating Class Members on behalf of
26 themselves and their respective former and present representatives, agents,
27 attorneys, heirs, administrators, successors and assigns, release the Released
28 Parties from (i) all claims that were alleged, or reasonably could have been alleged,

1 based on the facts stated in the Operative Complaints, including, e.g., 1) Failure to
2 Pay All Straight Time Wages; 2) Failure to Pay All Overtime Wages; 3) Failure to
3 Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 4-
4 2001(11); Cal. Code Regs., tit. 8 § 11090); 4) Failure to Authorize and Permit Rest
5 Periods (Lab. Code § 226.7; IWC Wage Order No. 4-2001(12); Cal. Code Regs.
6 tit. 8 § 11040); 5) Knowing and Intentional Failure to Comply with Itemized
7 Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175); 6) Waiting
8 Time Penalties; 7) Violation of Unfair Competition Law (Bus. & Prof. Code §
9 17200, et seq.); and 8) Failure to adopt a compliant sick pay/paid time off policy
10 (Lab. Code §§233, 234, 246). This release will be for the Class Period. Except as
11 set forth in Section 5.3 of this Agreement, Participating Class Members do not
12 release any other claims, including claims for vested benefits, wrongful
13 termination, violation of the Fair Employment and Housing Act, unemployment
14 insurance, disability, social security, workers' compensation or claims based on
15 facts occurring outside the Class Period.

16 13. This Judgment is final and binding on Aggrieved Employees.

17 14. By operation of this Judgment, Aggrieved Employees are deemed to release, on
18 behalf of themselves and their respective former and present representatives,
19 agents, attorneys, heirs, administrators, successors and assigns, the Released
20 Parties from all claims for PAGA penalties that were alleged, or reasonably could
21 have been alleged, based on the facts stated in the Operative Complaints, and the
22 PAGA Notice. This release will be for the PAGA Period.

23 15. The Court hereby approves and orders that the checks for individual settlement
24 payments mailed to Participating Class Members will remain negotiable for 180
25 days. If an envelope mailed to a Settlement Class Member is returned with no
26 forwarding address or the checks are not cashed within 180 days of mailing, then
27 the funds represented by checks returned as undeliverable and those checks
28 remaining un-cashed for more than 180 days after issuance will be sent to The

1 United Way.

2 16. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order
3 and Judgment on the settlement website.

4 17. The Court, pursuant to California Rule of Court 3.769(h), retains continuing
5 jurisdiction as to all matters relating to the administration and consummation of the
6 settlement as provided in the Settlement Agreement and all other matters covered
7 in this Judgment.

8 18. The Court sets an Order to Show Cause re: Compliance with the Terms of the
9 Settlement and Judgment for June 4, 2025, at 8:30 a.m. in Department 6 at Spring
10 Street Courthouse. This is to confirm that distribution efforts are fully completed,
11 including the distribution of uncashed Participating Class Member checks to The
12 United Way, that the Administrator's work is complete, and that the Court's file
13 thus may be closed. All supporting papers must be filed by May 23, 2025.

14
15 **IT IS SO ORDERED.**

16 Dated: October 14, 2024



17 By **Elihu M. Berle**
18 Honorable Elihu M. Berle
19 Los Angeles Superior Court Judge
20 Elihu M. Berle / Judge
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