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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
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11 LOUIE SOTO and MATEO SARRIA,
12 individuals, on behalf of themselves and on
13 behalf of all persons similarly situated, and on
14 behalf of the State of California, as a private
15 attorney general,

16 Plaintiffs,

17 vs.

18 ONE HEALTH LABORATORIES, LLC, a
19 Limited Liability Company; and DOES 1
20 through 50, inclusive,

21 Defendants.
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CASE NO.: **23STCV01753**
[Consolidated with Case No. 23STCV01763]

**[REVISED PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: October 23, 2025
Hearing Time: 10:00 a.m.

Judge: Hon. Elaine Lu
Dept: SS-9

Date Filed: January 27, 2023
Trial Date: Not set

23 This matter came before the Honorable Elaine Lu of the Superior Court of the State of
24 California, in and for the County Los Angeles, on October 23, 2025, for hearing on the unopposed
25 motion by Plaintiffs Louie Soto and Mateo Sarria (collectively, "Plaintiffs") for preliminary
26 approval of the First Amended Class and Collective Action and PAGA Settlement with Defendant
27 One Health Laboratories, LLC ("Defendant"). The Court, having considered the briefs, argument
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1 of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
2 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, as follows.

3 **IT IS HEREBY ORDERED:**

4 1. The Court preliminarily approves the First Amended Class and Collective Action
5 and PAGA Settlement Agreement ("Agreement") attached as Exhibit #1 to the Supplemental
6 Declaration of Kyle Nordrehaug in Support of Plaintiffs' Motion for Preliminary Approval of
7 Class Action Settlement, as modified pursuant to the *Joint Stipulation by the Parties to Submit to*
8 *the Court's Tentative Ruling Re: Motion for Preliminary Approval of Class Settlement* (the
9 "Stipulation") filed on June 18, 2025. This is based on the Court's determination that the
10 Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the
11 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
12 rule 3.769.

13 2. This Order incorporates by reference the definitions in the Agreement, and all
14 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

15 3. The Gross Settlement Amount that Defendant shall pay is Three Hundred Fifty
16 Thousand Dollars and No Cents (\$350,000.00). The Gross Settlement Amount includes the
17 following estimated deductions: (1) PAGA Penalties in the amount of \$20,000 (allocated \$15,000
18 to the LWDA and \$5,000 to the Aggrieved Employees), (2) Class Representative Service
19 Payments in an amount not to exceed \$15,000 each, (3) Class Counsel Fees Payment in the
20 amount not to exceed \$116,666, (4) Class Counsel Litigation Expenses Payment in an amount not
21 to exceed \$25,000, and (5) Administration Expenses Payment in an amount not to exceed \$10,000.
22 The amount remaining after the above Court-approved deductions are made is the called the Net
23 Settlement Amount and is the estimated amount of the Net Settlement Amount is no less than
24 \$148,334 to be distributed to the Participating Class Members as Individual Class Payments.

25 4. It appears to the Court on a preliminary basis that the settlement amount and terms
26 are fair, adequate and reasonable as to all potential Class Members when balanced against the
27 probable outcome of further litigation and the significant risks relating to certification, liability and
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1 damages issues. It further appears that investigation and research have been conducted such that
2 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
3 to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as
4 avoid the delay and risks that would be presented by the further prosecution of the Action. It
5 further appears that the Settlement has been reached as the result of serious and non-collusive,
6 arm's-length negotiations.

7 5. The Court preliminarily finds that the Settlement appears to be within the range of
8 reasonableness of a settlement that could ultimately be given final approval by this Court. The
9 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
10 preliminarily finds that the monetary settlement awards made available to the Class is fair,
11 adequate, and reasonable when balanced against the probable outcome of further litigation and the
12 significant risks relating to certification, liability, and damages issues.

13 6. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
14 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000.00, and
15 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
16 \$7,500.00 each. The Court will not approve the final amount of attorneys' fees and costs, nor the
17 amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to
18 present evidence supporting these requests, including lodestar, prior to final approval.

19 7. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
20 representative treatment and certification of a class for settlement purposes only. This stipulation
21 will not be deemed admissible in this, or any other proceeding should this Settlement not become
22 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
23 "all individuals who are or previously were employed by Defendant who were classified as non-
24 exempt in the State of California at any time during the Class Period." The "Class Period" is
25 January 27, 2019 through May 12, 2024.

26 8. The Court concludes that, for settlement purposes only, the Class meets the
27 requirements for certification under section 382 of the California Code of Civil Procedure in that:
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1 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
2 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
3 community of interest amongst the members of the Class with respect to the subject matter of the
4 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
5 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
6 class action is superior to other available methods for the efficient adjudication of this controversy;
7 and (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiffs are adequate
8 representatives of the Class.

9 9. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
10 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
11 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

12 10. The Agreement provides for a PAGA Penalties out of the Gross Settlement
13 Amount of \$20,000.00, which shall be allocated \$15,000.00 to the Labor & Workforce
14 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
15 paid under this Agreement pursuant to the PAGA and \$5,000.00 to the Aggrieved Employees.
16 “Aggrieved Employees” are all individuals who are or previously were employed by Defendant
17 who were classified as non-exempt in the state of California at any time during the PAGA Period
18 (November 9, 2021 through May 12, 2024). Pursuant to Labor Code section 2699, subdivision
19 (l)(2), the LWDA will be provided notice of the Agreement and these settlement terms. The Court
20 finds the PAGA Penalties to be reasonable.

21 11. The Court hereby approves, as to form and content, the Class Notice attached to the
22 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
23 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
24 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
25 and opportunity to object to the Settlement. The Court further finds that the distribution of the
26 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
27 the requirements of due process, is the best notice practicable under the circumstances, and shall
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1 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
2 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
3 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
4 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
5 address for the Class Member no later than seven (7) days after the receipt of the undelivered
6 Class Notice.

7 12. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
8 than fifteen (15) business days after this Order, Defendant will provide the Class Data to the
9 Administrator. The Administrator will perform address updates and verifications as necessary
10 prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later
11 than fourteen (14) days after receiving the Class Data, the Administrator will mail the Class Notice
12 Packet to all Class Members via first-class regular U.S. Mail to their last known address.

13 13. The Court hereby preliminarily approves the proposed procedure for exclusion
14 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
15 from the Class as provided in the Class Notice by following the instructions for requesting
16 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
17 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
18 the Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response
19 Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request
20 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
21 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
22 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
23 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
24 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
25 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
26 group, class, or subclass of individuals is not permitted and will be deemed invalid.

1 14. Any Class Member who has not opted out may appear at the final approval hearing
2 and may object or express the Member's views regarding the Settlement and may present evidence
3 and file briefs or other papers that may be proper and relevant to the issues to be heard and
4 determined by the Court as provided in the Class Notice. Class Members will have until the
5 Response Deadline to submit their written objections to the Administrator. Written objections
6 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
7 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
8 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
9 Hearing to make an oral objection.

10 15. A final approval hearing shall be held before this Court on
11 _____ at _____ a.m. in Department 7 at the Spring Street
12 Courthouse of the Los Angeles County Superior Court to hear the motion for final approval and
13 for attorneys' fees and costs, and to determine all necessary matters concerning the Settlement,
14 including: whether the proposed settlement of the Action on the terms and conditions provided for
15 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
16 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
17 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
18 Class Members; and to finally approve attorneys' fees and costs, service award, and the fees and
19 expenses of the Administrator. All papers in support of the motion for final approval shall be filed
20 with the Court and served on all counsel no later than sixteen (16) court days before the hearing
21 and the motion shall be heard at this final approval hearing.

22 16. Neither the Settlement nor any exhibit, document, or instrument delivered
23 thereunder shall be construed as a concession or admission by Defendant in any way that the
24 claims asserted have any merit or that this Action was properly brought as a class or representative
25 action, and shall not be used as evidence of, or used against Defendant as, an admission or
26 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
27 omission by Defendant or with respect to the truth of any allegation asserted by any person.

1 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
3 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
4 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
5 evidence of a presumption, concession, indication or admission by Defendant of any liability,
6 fault, wrongdoing, omission, concession or damage.

7 17. In the event the Settlement does not become effective in accordance with the terms
8 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
9 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
10 and the Parties shall revert to their respective positions as of before entering into the Agreement,
11 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
12 including all available defenses and affirmative defenses, and arguments that any claim in the
13 Action could not be certified as a class action and/or managed as a representative action. In such
14 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
15 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
16 the Agreement with respect to the effect of the Agreement if it is not approved.

17 18. The Court reserves the right to adjourn or continue the date of the final approval
18 hearing and all dates provided for in the Agreement without further notice to Class Members and
19 retains jurisdiction to consider all further applications arising out of or connected with the
20 proposed Settlement.

21 **IT IS SO ORDERED.**

22 Dated: _____

23 _____
24 HON. ELAINE LU
25 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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