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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 LOUIE SOTO and MATEO SARRIA,
16 individuals, on behalf of themselves and on
17 behalf of all persons similarly situated, and on
18 behalf of the State of California, as a private
19 attorney general,

20 Plaintiff,

21 vs.

22 ONE HEALTH LABORATORIES, LLC, a
23 Limited Liability Company; and DOES 1
24 through 50, inclusive,

25 Defendants.

CASE NO.: **23STCV01753**

[Consolidated with Case No. 23STCV01763]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: April 15, 2026 _____

Hearing Time: 10:00 a.m.

Judge: Hon. Elaine Lu

Dept: SS- 9

Date Filed: January 27, 2023

Trial Date: Not set

1 The unopposed motion of Plaintiffs Louie Soto and Mateo Sarria (“Plaintiffs”) for an order
2 finally approving the First Amended Class and Collective Action and PAGA Settlement
3 Agreement (“Agreement”) with Defendant One Health Laboratories, LLC (“Defendant”),
4 attorneys’ fees and costs, service payments, and the expenses of the Administrator duly came on
5 for hearing on April 15, 2026, before the Honorable Elaine Lu

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Three Hundred Fifty
16 Thousand Dollars and No Cents (\$350,000.00) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On October 23, 2025, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Court-approved Class
2 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
3 about November 18, 2025. Mailing of the Class Notice to their last-known addresses was the best
4 notice practicable under the circumstances and was reasonably calculated to communicate actual
5 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
6 Class Members fully and accurately informed the Class Members of all material elements of the
7 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
8 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
9 fully with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided
11 Class Members adequate instructions and a variety of means to obtain additional information.

12 7. The Response Deadline for opting out or submitting written objections to the
13 Settlement was January 2, 2026, which for re-mailings was extended by fourteen (14) days. There
14 was an adequate interval between notice and the deadline to permit Class Members to choose what
15 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
16 Members to participate in this hearing, and all Class Members and other persons wishing to be
17 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
18 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
19 Court determines that all Class Members who did not timely and properly submit a request for
20 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

21 **Fairness of the Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
23 48 Cal.App.4th 1794, 1801 (1996).

24 a. The settlement was reached through arm's-length bargaining between the
25 Parties during an all-day mediation before Steve Serratore, an experienced mediator of wage and
26 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiffs and Class Counsel's investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 and PAGA litigation. Class Counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. No
6 objections were received. No requests for exclusion were received.

7 e. The participation rate was high. 189 Participating Class Members will be
8 mailed a settlement payment, representing 100% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members' claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$116,666.00 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$24,011.58 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
21 lodestar and billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for a Class Representative Service Payments of not more
24 than \$7,500.00 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the amount of \$7,500 each to the Plaintiffs are reasonable in
26 light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and
27 effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$7,990 in fees and expenses, and this amount is reasonable in light
7 of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
10 of \$20,000.00, which shall be allocated \$15,000.00 to the Labor & Workforce Development
11 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$5,000.00 to be distributed to the Aggrieved Employees
13 and allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
14 Penalties (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved
15 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
16 PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were
17 employed by Defendant who were classified as non-exempt in the state of California at any time
18 during the PAGA Period (November 9, 2021 through May 12, 2024). Pursuant to Labor Code
19 section 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these
20 settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties
21 to be reasonable.

22 **II.**

23 **ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 15. The Class is certified for the purposes of settlement only. The Class is defined as
26 follows:

27 All individuals who are or previously were employed by Defendant who were
28 classified as non-exempt in the State of California at any time during the Class
Period (January 27, 2019 through May 12, 2024).

1
2 16. All persons who meet the foregoing definition are members of the Class, except for
3 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
4 no individuals who requested exclusion.

5 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
6 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
7 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to
8 the Administrator no later than 14 days after the Effective Date.

9 18. Class Counsel are awarded attorneys’ fees in the amount of \$116,666.00 and costs
10 in the amount of \$24,011.58. Class Counsel shall not seek or obtain any other compensation or
11 reimbursement from Defendant, Plaintiffs or members of the Class.

12 19. The payment of Class Representative Service Payments in the amount of \$7,500
13 each to the Plaintiffs is approved.

14 20. The payment of \$7,990 to the Administrator for its fees and expenses is approved.

15 21. The PAGA Penalties of \$20,000.00 is approved and is to be distributed in
16 accordance with the Agreement.

17 22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
18 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
19 entry.

20 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
21 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
22 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
23 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
24 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
25 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
26 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
27 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
28 evidence of, an admission or concession with regard to the denials or defenses by Defendant.

1 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
2 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
3 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
4 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
5 Claims and/or Released PAGA Claims.

6 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
8 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
9 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
10 to individual Class Members.

11 25. If the Agreement does not become final and effective in accordance with the terms
12 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
13 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
14 revert to their respective positions as of before entering into the Agreement, and expressly reserve
15 their respective rights regarding the prosecution and defense of this Action, including all available
16 defenses and affirmative defenses, and arguments that any claim in the Action could not be
17 certified as a class action and/or managed as a representative action.

18 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

19 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
20 Plaintiffs, and all members of the Class, shall take nothing in the Action.

21 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
22 provided in the Agreement and in this Final Approval Order and Judgment.

23 28. Effective on the date when Defendant fully funds the entire Gross Settlement
24 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
25 Payments, Plaintiffs, Class Counsel, Participating Class Members, Aggrieved Employees and the
26 LWDA (whether on its behalf or on behalf of the State of California) will release claims against
27 all Released Parties, as follows:

1 (a) All Participating Class Members, on behalf of themselves and their
2 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
3 and assigns, release the Released Parties from the Released Class Claims. The “Released Class
4 Claims” are any and all claims that were alleged, or reasonably could have been alleged, based on
5 the facts and/or theories alleged in the Operative Complaint filed in the Action, as amended, which
6 occurred during the Class Period during employment in a non-exempt position in California. The
7 Released Class Claims include all claims for unpaid wages, including failure to pay minimum
8 wages, straight time compensation, overtime compensation, double-time compensation, and
9 interest; the calculation of the regular rate of pay; alleged illegal time rounding; paid sick leave;
10 reporting time pay; failure to indemnify or reimburse expenses; missed/short/late/interrupted meal
11 period, rest period, and/or recovery period wages/premiums; failure to provide meal periods;
12 failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period,
13 rest period, and/or recovery period premiums; payment for all hours worked, including off-the-
14 clock work; wage statements; failure to timely pay wages; failure to timely pay final wages; unfair
15 business practices related to the Released Class Claims; penalties, including recordkeeping
16 penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; non-
17 compliant wage statements; and attorneys’ fees and costs; all claims related to the Released Class
18 Claims arising under: the California Labor Code (including sections 200, 201, 202, 203, 204, 210,
19 218, 218.5, 218.6, 221, 225, 226, 226.7, 227.3, 245, 246, 246.5, 510, 512, 1194, 1194.2, 1197,
20 1197.1, 1198, 1199, 2802); the Wage Orders of the California Industrial Welfare Commission;
21 California Business and Professions Code section 17200, *et seq.*; Civil Code § 3287, 8 CCR §
22 11040; 8 CCR § 11050; California Code of Civil Procedure § 1021.5; the Fair Labor Standards
23 Act (“FLSA”), 29 U.S.C. § 201 *et seq.*; 29 CFR 778.223; 29 CFR 778.315. This release excludes
24 all other claims for vested benefits, wrongful termination, violation of the Fair Employment and
25 Housing Act, unemployment insurance, disability, social security, workers’ compensation,
26 Plaintiffs’ individual claims that are subject to separate releases, and California class claims
27 outside of the Class Period.

1 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
2 of themselves and their respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
4 The “Released PAGA Claims” are all claims for PAGA (Labor Code sections 2698 to 2699.3)
5 penalties that were alleged, or could have been alleged, based on the facts stated in the Operative
6 Complaint filed in the Action, as amended and/or PAGA Notice, as amended, which occurred
7 during the PAGA Period during employment in a non-exempt position in California. The
8 Released PAGA Claims include all known and unknown claims for civil penalties under PAGA
9 that were alleged, or could have been alleged in the Operative Complaint filed in the Action, as
10 amended, and/or in the PAGA Notice, including PAGA claims relating to failure to pay minimum
11 wages, straight time compensation, overtime compensation, double-time compensation, and
12 interest; the calculation of the regular rate of pay; alleged illegal time rounding; paid sick leave;
13 reporting time pay; failure to indemnify or reimburse expenses; missed/short/late/interrupted meal
14 period, rest period, and/or recovery period wages/premiums; failure to provide meal periods;
15 failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period,
16 rest period, and/or recovery period premiums; payment for all hours worked, including off-the-
17 clock work; wage statements; failure to timely pay wages; failure to timely pay final wages;
18 failure to provide suitable seating; alleged violations of Labor Code sections 200, 201, 202, 203,
19 204, 206, 210, 218, 218.5, 218.6, 221, 225, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1194,
20 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.3, and 2802; and alleged violations of the Wage
21 Orders of the California Industrial Welfare Commission.

22 (c) Plaintiffs and their respective former and present spouses, representatives,
23 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
24 Released Parties (which as defined above specifically includes Defendant), and each and all of
25 them, from the Plaintiffs’ Release, as fully set forth in the Agreement.

26 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
27 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
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1 Administrator shall transmit the funds represented by such checks to the California Controller's
2 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
3 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4 30. The Court hereby enters judgment in the entire Action as of the filing date of this
5 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
6 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
7 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
8 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

9 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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11 Dated: _____

12 _____
13 HON. ELAINE LU
14 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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