

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAR 17 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: CCV DEPUTY

1 **AEGIS LAW FIRM, PC**
KASHIF HAQUE, State Bar No. 218672
2 SAMUEL A. WONG, State Bar No. 217104
3 JESSICA L. CAMPBELL, State Bar No. 280626
ALEX J. VALLE, State Bar No. 334263
4 Email: avalle@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
5 Irvine, California 92618
Telephone: (949) 379-6250
6 Facsimile: (949) 379-6251

7 Attorneys for Plaintiff Maria Saldana, individually,
8 and on behalf of all others similarly situated.

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**
12

13 MARIA SALDANA, individually and on
behalf of all others similarly situated,

14 Plaintiffs,

15 v.
16

17 CRYOPORT SYSTEMS LLC; and
DOES 1 through 20, inclusive,
18 Defendants.

Case No. 30-2023-01312802-CU-OE-CXC

Assigned for all purposes to:

Hon. William D. Claster

Dept.: CX101

**AMENDED [PROPOSED] ORDER AND
JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: March 14, 2025

Time: 9:00 a.m.

Dept: CX101

1 This matter came on for hearing on March 14, 2025 at 9:00 a.m., or as soon thereafter as
2 the matter may be heard in Department CX101 of the above-captioned Court on the unopposed
3 Motion for Final Approval of Class Action Settlement pursuant to California Rule of Court 3.769,
4 this Court's Order Granting Preliminary Approval filed October 24, 2023 and the CLASS
5 ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE ("Settlement
6 Agreement"), a copy of which was filed in conjunction with the Plaintiff's Motion for
7 Preliminary Approval of Class Action Settlement.

8 Having received and considered the Settlement Agreement, the supporting papers filed by
9 the Parties, and the evidence and argument received by the Court in conjunction with the
10 unopposed Motion for Preliminary Approval of Class Action Settlement heard on August 30 and
11 October 18, 2024, and the instant Motion for Final Approval, the Court grants final approval of
12 the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
13 DETERMINATIONS:

14 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
15 each Class Member by first-class mail. These papers informed the Class of the terms of the
16 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
17 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
18 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
19 to be heard regarding approval of the Settlement. Adequate periods of time were provided by
20 each of these procedures. No member of the Class filed written objection to the proposed
21 Settlement as part of this notice process or stated an intention to appear at the final approval
22 hearing.

23 2. The Court finds and determines that this notice procedure afforded adequate
24 protections to Class Members and provides the basis for the Court to make an informed decision
25 regarding approval of the Settlement based on the responses of the Class. The Court finds and
26 determines that the notice provided in this case was the best notice practicable, which satisfied
27 the requirements of law and due process.

1 3. With respect to the Class and for purposes of approving this Settlement only, this
2 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
3 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
4 Class, and there is a well-defined community of interest among members of the Class with respect
5 to the subject matter of the Action; (c) the claims of Class Representatives Maria Saldana is
6 typical of the claims of the members of the Class; (d) the Class Representative has fairly and
7 adequately protected the interests of the members of the Class; (e) a class action is superior to
8 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
9 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
10 Plaintiff in their individual and representative capacities for the Class.

11 4. The Court has certified a Class, as that term is defined in and by the terms of the
12 Settlement Agreement as all non-exempt employees employed by Defendant in California at any
13 time during the Class Period of September 17, 2018 to October 15, 2023, and the Court deems
14 this definition sufficient for purposes of California Rule of Court 3.765(a).

15 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

16 6. The Court hereby confirms Plaintiff Maria Saldana as the Class Representative in
17 this Action.

18 7. The Court finds and determines that the terms set forth in the Settlement
19 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
20 according to its terms, having found that the Settlement was reached as a result of informed and
21 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
22 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
23 were able to reasonably evaluate their respective positions. The Court also finds that the
24 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
25 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
26 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
27 value accorded to the Class.

1 8. The Court further finds and determines that the terms of the Settlement are fair,
2 reasonable and adequate to the Class and to each Participating Class Member and that the
3 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
4 be and hereby are ordered to be consummated.

5 9. The Court hereby approves the Gross Settlement Amount of \$200,000.00.

6 10. The Court finds and determines that the Individual Settlement Payments to be paid
7 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
8 Court hereby gives final approval to and orders the payment of those amounts be made to the
9 Participating Class Members in accordance with the Settlement Agreement.

10 11. The Court finds and determines that payment to the California Labor and
11 Workforce Development Agency of \$15,000 as its share of the settlement of civil penalties in this
12 case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that
13 the payment of that amount be paid in accordance with the Settlement Agreement.

14 12. The Court finds and determines that the fees and expenses in administrating the
15 Settlement incurred by ILYM Group in the amount of \$5,250.00 are fair and reasonable. The
16 Court hereby gives final approval to and orders that the payment of that amount in accordance
17 with the Settlement.

18 13. The Court finds and determines the Class Representatives Enhancement Award
19 of up to \$5,000.00 to the Named Plaintiff Maria Saldana is fair and reasonable. The Court
20 hereby orders the Administrator to make this payment to the Plaintiff/Class Representative in
21 accordance with the terms of the Settlement Agreement.

22 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
23 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
24 in the sum of \$60,000 and litigation costs of \$14,466. The Court finds such amounts to be fair
25 and reasonable. The Court hereby orders the Settlement Administrator to make these payments
26 in accordance with the terms of the Settlement Agreement.

27

1 15. Without affecting the finality of this order or the entry of judgment in any way,
2 the Court retains jurisdiction of all matters relating to the interpretation, administration,
3 implementation, effectuation, and enforcement of this order and the Settlement.

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

7 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
8 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of
9 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
10 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
11 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
12 be construed as an admission or concession by or against Defendant or any related person or
13 entity.

14 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
15 under the Settlement or under this order, including the requirement that Defendants make
16 payment to the Participating Class Members in accordance with the Settlement.

17 19. This Judgment is intended to be a final disposition in its entirety of the above
18 captioned action. Without affecting the finality of this judgment in any way, the Court retains
19 jurisdiction of all matters relating to the interpretation, administration, implementation,
20 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

21 20. The Parties will bear their own costs and attorneys' fees except as otherwise
22 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and
23 litigation costs.

24 //

25 //

26 //

27 //

1 21. Plaintiff shall submit to the Court a final report on or before October 31, 2025
2 setting forth the actual amounts paid to class members and other amounts disbursed pursuant to
3 the settlement. Upon receiving the report, the Court will determine whether further reports
4 and/or a hearing will be necessary.

5
6 DATED: 3-17-25



Honorable William D. Claster
JUDGE OF THE SUPERIOR COURT

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On March 14, 2025, I served the foregoing document(s) entitled:

- 5 • AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING FINAL
6 APPROVAL OF CLASS ACTION SETTLEMENT

7 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
8 copy thereof on the party(ies) addressed below as follows:

9 **FISHER & PHILLIPS LLP**
JEFFREY R. THURRELL
VICTOR T. XU

10 RYAN W. JEBREIL
2050 Main Street, Suite 1000
11 Irvine, California 92614
Telephone: (949) 851-2424
12 Facsimile: (949) 851-0152
13 jthurrell@fisherphillips.com
vxu@fisherphillips.com
14 rjebreil@fisherphillips.com

15 *Attorneys for Defendants:*
16 CRYOPORT SYSTEMS LLC;

17 ☐ (BY MAIL) I am readily familiar with the firm's practice of collection and processing
18 correspondence for mailing. Under that practice it would be deposited with the U.S.
Postal Service on that same day with postage thereon fully prepaid at Irvine, California
19 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
20 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

21 ☐ (BY OVERNIGHT MAIL) I am personally and readily familiar with the business
22 practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
23 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

24 ☒ (BY ELECTRONIC TRANSMISSION) I caused said document(s) to be served via
25 electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

26 ☐ (BY PERSONAL SERVICE) I delivered the foregoing document by hand delivery to
27 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on March 14, 2025, at Irvine, California.

4 Laila Shams

5 Laila Shams
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28