

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 280721)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Matthew J. Gustin, Esq. (SBN 310714)
James H. Clark, Esq. (SBN 349799)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
mgustin@lelawfirm.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

KEILA SANCHEZ and CARYL LYRA
ENCABO, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

v.

PHENOMENEX, INC., a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV00761 (Related to Case
No. 23STCV09140)

*[Assigned to the Hon. Laura A. Seigle
Dept. 17]*

**~~[PROPOSED]~~ SECOND AMENDED
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 12, 2025
Time: 9:00 a.m.
Dept.: 17

Complaint Filed: January 13, 2023
Trial Date: None Set

1 The Motion of Plaintiffs Keila Sanchez and Caryl Lyra Encabo (“Plaintiffs”) for
2 Preliminary Approval of Class Action Settlement came on regularly for hearing before this Court
3 on December 12, 2025 at 9:00 a.m. This Court, having considered the proposed Class Action and
4 PAGA Settlement Agreement and Class Notice (the “Settlement”) attached to the Declaration of
5 Sean M. Blakely filed concurrently herein; having considered Plaintiffs’ Motion for Preliminary
6 Approval of Class Action Settlement, Memorandum of Points and Authorities in support thereof,
7 and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE
8 FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Stipulation of Settlement and finds its terms to be within the range of reasonableness
11 of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.
12 For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable
13 and that there is a sufficiently well-defined community of interest among the members of the
14 Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court
15 grants conditional certification of the following Settlement Class:

16 All persons employed by Defendant Phenomenex, Inc. in California as non-
17 exempt employees from January 13, 2019 through February 17, 2025
18 (“Class Period”), excluding those who signed severance agreements.

19 2. For purposes of the Settlement, the Court designates Plaintiffs Keila Sanchez and
20 Caryl Lyra Encabo as Class Representative, and designates Paul K. Haines, Sean M. Blakely, and
21 Joel M. Gordon of Haines Law Group, APC, and Joseph Lavi, Vincent C. Granberry, James Clark,
22 and Matthew J. Gustin of Lavi & Ebrahimian, LLP, as Class Counsel.

23 3. The Court designates ILYM Group, Inc. as the third-party Settlement
24 Administrator for mailing notices.

25 4. The Court approves, as to form and content, the Class Notice attached as Exhibit
26 1 to the Settlement.

27 5. The Court finds that the form of notice to the Settlement Class regarding the
28 pendency of the action and of the Settlement, and the methods of giving notice to members of the
Settlement Class, constitute the best notice practicable under the circumstances, and constitute

valid, due, and sufficient notice to all of the Class Members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law. The form and method of giving notice also adequately advises Class Members about (i) the Settlement terms and benefits available to each Class Member; (ii) each Class Member's right to object or opt out of the Settlement; and (iii) the claims released pursuant to the Settlement.

6. The Court further approves the procedures for the Class Members to opt out of or object to the Settlement, as set forth in the Class Notice. Any Class Member who opts out of the class settlement will remain bound by the release of the Released PAGA Claims.

7. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement in accordance with the due process rights of all members of the Settlement Class.

8. The Court directs the Settlement Administrator to mail the Class Notice to the members of the Settlement Class in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least sixty (60) calendar days' notice for Class Members to opt out of, or object to, the Settlement.

10. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 17 of this Court, located at 312 N. Spring Street, Los Angeles, California 90012 on May 13, 2026 at 9 a.m. , 2026, at _____ a.m. / p.m.

11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs' application for reasonable attorneys' fees, reimbursement of litigation expenses, service payments to Plaintiffs, settlement administration costs, and payment to the Labor & Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General

Act should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiffs' service payments, payment to the LWDA, and settlement administration costs, prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to the Settlement Administrator no later than [15 calendar days after preliminary approval]:	December 29, 2025
Settlement Administrator to mail the Class Notice to Class Members no later than [14 calendar days after receiving Class Data]:	January 12, 2026
Deadline for Class Members to request exclusion from, or object to, the Settlement [60 calendar days after mailing]:	March 13, 2026
Deadline for Plaintiffs to file their Motion for Final Approval of Class Action Settlement:	April 13, 2026
Final Approval Hearing:	May 13, 2026 at 9 a.m. 2026

14. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Should for whatever reason the Settlement does not become final, the fact that the parties were willing to stipulate to certification of a class as part of the Settlement shall have no bearing on, or be admissible in connection with, the issue of whether a class should be certified in a non-settlement context as to any action. The Agreement and Settlement is not an admission by Defendant of the validity of any claims in this action, or of any wrongdoing by Defendant or of any violation of the law. Neither the Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Agreement and Settlement.

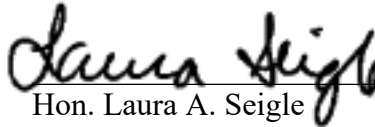
16. Counsel for the parties are hereby authorized to utilize all reasonable procedures

1 in connection with the administration of the Settlement which are not materially inconsistent with
2 either this Order or the terms of the Settlement.

3 **IT IS SO ORDERED.**

4
5 Dated: 12/12/2025, 2025



6 
7 Hon. Laura A. Seigle
8 Judge of the Superior Court
9 Laura A. Seigle / Judge
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28