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individually and on behalf of similarly situated employees

FILED
Superior Court of California
County of Sacramento
11/12/2024
V. Aleman, Deputy

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

MARNELLE MAC DULA, individually and
on behalf of all other similarly situated
employees,

Plaintiff,

vs.

IDEXX DISTRIBUTION, INC., a Delaware
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 23CV005044

*Assigned for All Purposes to Hon. Lauri A. Damrell,
Department 22*

CLASS ACTION

**AMENDED ~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: November 8, 2024

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: July 19, 2023

FAC Filed: May 14, 2024

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court, on November 8, 2024, at 9:00 a.m., in Department 22 before
4 the Honorable Lauri A. Damrell, presiding. Plaintiff Marnelle Mac Dula (“Plaintiff”) filed this
5 putative class action on July 19, 2023. The operative Complaint alleges that Defendant IDEXX
6 Distribution, Inc. (“Defendant”) violated California law by failing to pay overtime wages, failing to
7 pay minimum wages, committing meal and rest period violations, failing to provide accurate wage
8 statements, failing to pay all final wages, failing to reimburse expenses, failing to pay all sick leave
9 wages owed, and engaging in unfair competition. Plaintiff has also alleged Defendant is liable for
10 civil penalties under the Private Attorney’s General Act (“PAGA”) based on these violations. Plaintiff
11 sought attorneys’ fees and costs as part of this Action. Defendant denied all of Plaintiff’s claims and
12 denied that this case was appropriate for class treatment. No class has been certified. The class
13 settlement was preliminarily approved by this Court on June 28, 2024.

14 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
15 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
16 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
17 (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as set forth
18 in the Agreement. The Court, having received and considered Plaintiff’s Motion for Final Approval of
19 Class Action and PAGA Settlement, the declarations in support, the Agreement, the Notice of
20 Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS
21 FOLLOWS:

22 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
23 **REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

24 The Court finds that certification of the following class for settlement purposes only is
25 appropriate under the California Code of Civil Procedure and related case law:

26 All individuals who have, or continue to work, for IDEXX Distribution,
27 Inc., in California as non-exempt employees at any time between July 19,
28 2019, up to May 26, 2024.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
5 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
6 records, individuals who fall within the definition and the number of Class Members would make
7 joinder impractical. The commonality and predominance requirements are met for settlement purposes
8 since there are questions of law and fact common to Class Members. The common questions of law or
9 fact in this case all stem from Plaintiff's contentions that Defendant caused the violations outlined above
10 by 1) failing to correctly incorporate the value of non-discretionary lab bonuses into class members'
11 regular rates of pay for the purpose of paying overtime premiums, sick time, and supplemental COVID
12 paid sick time, 2) failing to incorporate the value of shift differentials into class members' regular rates
13 of pay for the purpose of paying sick leave, meal and rest period premiums, and supplemental COVID
14 paid sick time, 3) failing to pay class members for all time spent entering the building, going through
15 security, getting to the lab, and clocking in for their shift, 4) pressuring class members to work off the
16 clock to avoid overtime, 5) failing to provide all meal periods, including second meal periods, 6) failing
17 to provide all rest periods, including third rest periods, and 7) requiring class members to download and
18 use applications on their personal cellphones without reimbursing them. The PAGA, waiting time
19 penalty, wage statement violation, and unfair competition claims also derive from these violations.
20 Additionally, Class Members seek the same remedies under state law. The typicality requirement for
21 settlement purposes is also satisfied since the claims of the Class Representative are based on the same
22 facts and legal theories as those applicable to the class members.

23 The Court also finds that certifying the settlement class is required to avoid each Class Member
24 from litigating similar claims individually. This Settlement will achieve economies of scale for Class
25 Members with relatively small individual claims and conserve the resources of the judicial system.

26 The Court finds that Plaintiff Marnelle Mac Dula and Plaintiff's counsel, Galen T. Shimoda
27 Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate
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1 representatives of the settlement class. The Court appoints them as Class Representative and Class
2 Counsel, respectively.

3 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

4 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
5 Plaintiff's Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement falls
6 within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also
7 finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length
8 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
9 weigh the potential value of the disputed claims against the risks of continued litigation. Class Members
10 were able to object to the Agreement and its terms through the administration process and at a fairness
11 hearing or opt-out of being bound by the preliminarily approved Agreement.

12 No objections were made by Class Members and no Class Member opted out of the settlement.
13 Because the Court finds the Parties' settlement to have been agreed upon only after an extensive
14 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court
15 gives final approval to the Agreement and all terms therein as if stated here in full, including the
16 \$1,365,000.00 Gross Settlement Amount.

17 The Court approves the PAGA Payment of Forty Thousand Dollars (\$40,000.00), which shall be
18 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
19 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
20 Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved
21 Employees on a pro rata basis as described in the Agreement. The Court also finds that based on the
22 facts of this case and the disputed issues, the Agreement provides a recovery that creates an effective,
23 substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code
24 and LWDA.

25 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
26 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
27 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
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1 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
2 Gross Settlement Amount will revert to Defendant for any reason.

3 The releases and waivers for Class Members who did not opt out of being bound by the
4 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are
5 also approved by the Court as set forth in the Agreement.

6 Class Counsel sought an award of attorneys' fees of \$477,750.00, attorney's costs of \$14,265.46,
7 an Enhancement Payment to the Class Representative in the amount of \$10,000, and for Settlement
8 Administrator Costs in the amount of \$8,750. Defendant does not oppose these requests. The Notice of
9 Settlement sent to Class Members included information regarding these amounts and that they would be
10 requested in connection with final approval of the Agreement. Class Members have been given the
11 opportunity to object to these amounts and no objections have been submitted in any respect whatsoever.
12 The Court has reviewed the evidence and the arguments submitted by Class Counsel regarding the fee
13 request. The Court cannot conclude that the particular circumstances of this case required more work,
14 carried more risk, or resulted in a better outcome than similar cases where the Court found an award of
15 one-third of the common fund was appropriate. An award of one-third of the Gross Settlement Amount
16 would still require a multiplier of 1.31x to Class Counsel's lodestar (\$348,400). Accordingly, the
17 requested fee award is reduced to one-third of the Gross Settlement Amount (\$455,000). The Court has
18 also reviewed the updated itemized costs submitted by Class Counsel, the information provided by the
19 Class Representative regarding the efforts and burdens undertaken for the benefit of the class, and the
20 cost information provided by the Settlement Administrator. The Court finds that these amounts are fair
21 and reasonable, and awarded as requested, which will be deducted from the Gross Settlement Amount.
22 This finding is further supported by the lack of objection by Class Members to these amounts. The
23 difference between the actual attorney's fees and costs and Settlement Administrator Costs awarded and
24 the originally allocated attorney's fees of \$477,750, attorney's costs of \$17,500 and Settlement
25 Administrator Costs of \$20,000 will be added to the Net Settlement Amount pursuant to the terms of the
26 Agreement.
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1 **III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,**
2 **INCLUDING THE NOTICE OF SETTLEMENT**

3 The Court finds that the Notice of Settlement, which was submitted with Plaintiff's Motion as
4 Exhibit A to the Declaration of Cassandra Polites, fairly and adequately advised Class Members of the
5 terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number
6 of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how
7 to participate in the settlement, how to file documentation in opposition to the proposed settlement, and
8 when to appear at the fairness hearing. The Court further finds that the Notice of Settlement distribution
9 of such notice by first class mail to each identified Class Member at his or her most recent address based
10 on a National Change of Address database search from the Class Members' last known address and a
11 skip trace on any Class Members who have the Notice of Settlement returned as "undeliverable" or "not
12 at this address" comported with all constitutional requirements, including those of due process.

13 **IV. IMPLEMENTATION SCHEDULE**

14 Accordingly, with good cause shown, the Court hereby approves and orders that the following
15 implementation schedule be adhered to:

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17 Last day for Settlement Administrator to calculate 18 the final Net Settlement Amount, the final 19 Individual Settlement Amounts to Participating 20 Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
21 Last day for Defendant to fund settlement	Within 21 calendar days after the Effective Date
22 Last day for Settlement Administrator to deliver 23 payment of Class Counsel's attorney's fees and 24 costs, Enhancement Payments, PAGA Payment, 25 Settlement Administrator Costs, payment to 26 Participating Class Members, and payment to 27 Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement

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Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement.

The Court Sets a further compliance hearing for July 18, 2025, at 10:30 a.m. At least 15 calendar days prior to the hearing, Class Counsel shall file a declaration from the Settlement Administrator regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required.

IT IS SO ORDERED.

Date: 11/12/2024



By: Lauri A. Damrell, Judge
Judge of the Superior Court

Mac Dula v. IDEXX Distribution, Inc.
Sacramento County Superior Court of California 23CV005044

**PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150**

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On November 13, 2024, I served the following documents on the party below:

- AMENDED ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

Alexandra M. Asterlin Kyle A. Wende Ogletree, Deakins, Nash, Smoak, & Stewart, P.C. 400 Capitol Mall, Suite 2800 Sacramento, CA 95814 Phone: (916) 840-3150 Facsimile: (916) 840-3151 Email: alexandra.asterlin@ogletree.com kyle.wende@ogletree.com noreen.witt@ogletree.com elaine.blizzard@ogletree.com	
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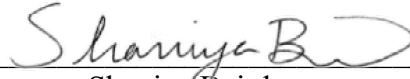
[] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah addressed as set forth above.

[] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:_____.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct, and that this declaration was executed on November 13, 2024, at Salt Lake City,
3 Utah.



Shaniya Baird