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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

RICHARD SOTO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

APPLIED BIOCODE, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 23STCV20199

*[Assigned for all purposes to the Hon. Laura A.
Seigle, Dept. SSC-17]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: October 22, 2024
Time: 9:00 a.m.
Dept.: SSC-17

Action Filed: August 23, 2023
Trial Date: None Set

[PROPOSED] ORDER

The Motion of Plaintiff Richard Soto (“Plaintiff”) for Preliminary Approval of Class and PAGA Action Settlement came regularly for hearing before this court on October 22, 2024, at 9:00 a.m. The Court, having considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; the proposed Stipulation of Settlement (“Settlement Agreement” or “Settlement”), attached as Exhibit 1 to the Declaration of Matthew K. Moen filed concurrently therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class and PAGA action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms’-length negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court’s conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant Applied BioCode, Inc., including its family of companies, in California at any time from August 23, 2019 until the date of preliminary approval of the settlement (“Class Period”).

4. For purposes of the Settlement, the Court designates named Plaintiff Richard Soto

as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC as Class Counsel.

5. The Court designates Phoenix Settlement Administration as the third-party Settlement Administrator for mailing notices.

6. The Court approves, as to form and content, the Notice of Class and PAGA Action Settlement (“Class Notice”) and the Notice of Individual Settlement Payment (collectively, the “Notice Packet”) attached as Exhibit 2 to the Declaration of Matthew K. Moen filed concurrently with Plaintiff’s Motion.

7. The Court finds that the form of notice to the Settlement Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all Settlement Class members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

8. The Court further approves the procedures for Settlement Class members to opt-out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

9. The procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class member’s objection to the Settlement, in accordance with the due process rights of all Settlement Class members.

10. The Court directs the Settlement Administrator to mail the Notice Packet to the Settlement Class members in English, Mandarin, and Vietnamese, in accordance with the terms of the Settlement.

11. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 45 calendar days’ notice for Settlement Class members to submit disputes, opt-out of, or object to the Settlement.

12. The Final Approval Hearing on the question of whether the Settlement Agreement

should be finally approved as fair, reasonable and adequate is scheduled on _____, at _____ a.m. / p.m. in Department SSC-17 of this Court, located at 312 North Spring Street, Los Angeles, CA 90012. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Settlement Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be 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 Plaintiff's application for an enhancement award, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

14. Plaintiff's Counsel shall file memoranda, declarations, or other statements and materials in support of the request for final approval of the Settlement and Plaintiff's application for an enhancement payment, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and 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.

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on October 22, 2024):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	November 5, 2024
Settlement Administrator to mail the Notice Packet to the Settlement Class Members no later than:	November 20, 2024
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	January 4, 2025
Deadline for Plaintiff to file Motion for Final	At least 16 court days prior to Final

Approval of Class Action Settlement:	Approval Hearing
Final Approval Hearing	☐ February 5, 2025 at _____ a.m./p.m. ☐ _____, 2025 at _____ a.m./p.m.

16. 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.

17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

18. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

Dated: _____

Honorable Laura A. Seigle
Judge of the Superior Court