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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ROGESTER HARRISON and
GABRIELLE B. YARBROUGH,
individuals, on behalf of themselves and
on State of California, as a private attorney
general,

Plaintiffs,

v.

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

Defendants.

Case No. **37-2023-00053835-CU-OE-CTL**

**AMENDED ~~PROPOSED~~ ORDER AND
JUDGMENT APPROVING PAGA
SETTLEMENT**

Hearing Date: June 12, 2026
Hearing Time: 9:00am

Judge: Hon. Michael D. Washington
Dept.: C-73

Action Filed: December 11, 2023
Trial Date: Not Set

F I L E D
San Diego Superior Court

JUN 25 2026

Clerk of the Superior Court
By: Y. Mapula, Deputy

ORDER AND JUDGMENT

1
2 1. Plaintiffs Rogester Harrison and Gabriella Yarbrough (“Plaintiffs”) move for approval
3 of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act
4 (“PAGA”), pursuant to California Labor Code § 2699(1), against Defendant Snapmedtech, Inc.
5 (“Defendant”).

6 2. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims
7 asserted in this action and is authorized to act as private attorney general with respect to the PAGA
8 claims being released under the terms of the PAGA Settlement Agreement (“Agreement”), which is
9 incorporated by reference. The California Labor Workforce Development Agency was provided with
10 notice of the Settlement and the motion for approval of the PAGA settlement via its online process
11 and no objection has been received to the settlement or the motion from the Labor Workforce
12 Development Agency (“LWDA”).

13 3. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
14 Payment to be paid as part of the settlement as set forth in the Agreement which was filed with the
15 Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$170,000,
16 which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$5,060) for
17 ILYM Group, Inc., to administer the settlement, PAGA Counsel Fees Payment in the amount of
18 \$56,666.67 (one-third of the Gross Settlement Amount; 60% or \$34,000.00 of the attorneys’ fees will
19 be paid to Blumenthal Nordrehaug Bhowmik De Blouw LLP [“BNBD”]; and 40% or \$22,666.67 to
20 Aegis Law, Inc. [“AEGIS”]), Service Award for Plaintiffs in the amount of \$12,500 each (\$25,000.00
21 total for both Plaintiffs), and PAGA Counsel Litigation Expenses Payment in the amount of
22 \$31,699.38 (\$21,700.87 payable to BNBD and \$6,885.94 payable to AEGIS). The PAGA Payment,
23 which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the
24 Administration Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation
25 Expenses Payment, is no less than \$61,773.33 and shall be allocated to Labor Code 2699 penalties,
26 including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid
27 to the LWDA (no less than \$46,330.00) and 25% will be paid to the Aggrieved Employees (no less
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1 than \$15,443.33).

2 4. The Court, having reviewed the evidence and papers submitted and argument of
3 counsel, pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff's motion and
4 approves the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be
5 allocated and paid out as set forth in the Agreement.

6 5. The "Aggrieved Employees" are defined as all individuals who are or previously were
7 employe by Defendant in California and classified as a non-exempt employee at any time during the
8 PAGA Period. The PAGA Period is the period from October 24, 2022 to July 1, 2025.

9 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
10 Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release
11 of the Released PAGA Claims. The "Released PAGA Claims" means any and all claims for PAGA
12 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
13 Operative Complaint, or the PAGA Notices submitted by Plaintiffs to the LWDA, which arose or
14 occurred during the PAGA Period. (collectively the "Released PAGA Claims"). The Released PAGA
15 Claims expressly exclude all other non-PAGA claims, including claims for vested benefits, wrongful
16 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
17 social security, workers' compensation, California class claims, and PAGA claims outside of the
18 PAGA period. The Released PAGA Claims also expressly excludes Plaintiffs' non-PAGA claims
19 which are subject to a separate release, which will be set forth in a separate individual settlement
20 agreement.

21 7. This settlement (including this Order) cannot be used, directly or indirectly, to
22 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
23 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
24 statute, ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation),
25 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
26 (including this Order) shall not be construed to be an admission by Defendant of any liability or
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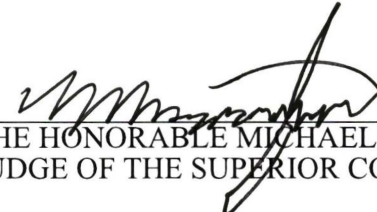
wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing.

8. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this Order and Judgment to the LWDA within 10 days after its entry.

9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED: June 25, 2026



THE HONORABLE MICHAEL D. WASHINGTON
JUDGE OF THE SUPERIOR COURT