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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**
15

16 DELIA BORREGO, individually, and on behalf
of other members of the general public similarly
17 situated and on behalf of other aggrieved
employees pursuant to the California Private
18 Attorneys General Act,

19 Plaintiff,

20 v.

21 PRECISION TOXICOLOGY, LLC, a California
limited liability company; PRECISION
22 DIAGNOSTICS, an unknown business entity;
and DOES 1 through 100, inclusive,

23 Defendants.
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FILED
Superior Court of California
County of Los Angeles
09/01/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Lim Deputy

Case No. 19STCV46037

Assigned for all purposes to:
Hon. William Highberger
Dept. 10

CLASS ACTION

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Final Approval Hearing:

Date: September 1, 2022
Time: 1:30 p.m.
Dept.: 10

~~PROPOSED~~ FINAL APPROVAL ORDER AND JUDGMENT

1 **WHEREAS**, this matter came on for hearing on September 1, 2022 at 1:30 p.m. before the
2 Honorable William Highberger in Courtroom 10 of the Superior Court of California, County of Los
3 Angeles, located at 312 North Spring Street, Los Angeles, California 90012, upon Plaintiff Delia
4 Santiago Borrego’s (“Plaintiff”) Motion for Final Approval (the “Motion”) of the proposed
5 Stipulation of Class and Representative Action Settlement dated March 2, 2022, along with the
6 Amendment to Stipulation of Class and Representative Action Settlement dated May 18, 2022
7 (collectively, “Settlement” or “Settlement Agreement”), attached as **Exhibits “1-A” and “1-B”** to
8 the Declaration of Jennifer L. Connor filed concurrently with the Motion, and the Court finding that
9 due and adequate notice was given to the members of the Class, and having considered all papers
10 filed and proceedings in this case, and good cause appearing; and

11 **WHEREAS**, all defined terms contained herein have the same meanings as set forth in the
12 Stipulation,

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that:

14 1. Capitalized terms not otherwise defined herein shall have the same meaning as set
15 forth in the Settlement.

16 2. The Court has jurisdiction over this matter and venue is proper.

17 3. The Court finds that this Action is properly maintained as a class action, for
18 settlement purposes only, pursuant to California Code of Civil Procedure Section 382 and California
19 Rule of Court 3.769.

20 4. For settlement purposes only, the “Class” and “Class Member(s)” for purposes of
21 this Order shall mean:

22 **Class Members** – All current and former non-exempt employees who worked for
23 Defendant Precision Toxicology, LLC within the State of California during the Class
Period (“Class” or “Class Members”).

24 The “Class Period” is defined as the time period beginning on December 24, 2015 and ending on
25 November 03, 2021.

26 5. After distribution of the Court-approved *Notice of Proposed Class Action and PAGA*
27 *Settlement and Hearing Date for Court Approval* (“Notice”), and the expiration of the forty-five
28 (45) day opt-out period, the Settlement Administrator reports that response from the 234 Class

Members resulted in zero objections and zero opt-outs/request for exclusions. There were also reported two undeliverable Notices after additional skip-traces and address searches were performed. Thus, the Class consisting of 234 Class Members shall be bound by this Final Approval Order and any release provided herein.

6. CounselOne, P.C. and Lawyers for Justice, P.C. are appointed Class Counsel.

7. Named Plaintiff Delia Borrego is appointed Class Representative.

8. The Court approves CPT Group, Inc. as the Settlement Administrator.

9. The Court finds that the 8-page Notice of Proposed Class Action and PAGA Settlement and Hearing Date for Court Approval, which was attested to and authenticated by the Settlement Administrator (*see* Exhibit “A” to the Declaration of Abel Morales Regarding Notification and Settlement Administration), as mailed to Class Members by the Settlement Administrator, was the best notice practicable under the circumstances. Except for two individuals whose Notices were undeliverable, the Notice provided due process and adequate notice of the proceedings and of the matters set forth therein, including the proposed terms of settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of the law and the requirements of due process. Out of the 234 Class Members, zero Class Members submitted opt-outs/requests for exclusion (thus, 100% of the Class Members are participating in the Settlement), and no Class Members objected to the Settlement.

10. The Court finds that the Settlement Agreement is fair, reasonable, and adequate to the Class Members, is in the best interest of the Class Members, has been entered into in good faith and should be and hereby is fully and finally approved. The Settlement represents a fair resolution of all claims asserted on behalf of Plaintiff and the Class Members, and fully and finally resolves all such claims.

11. The Court hereby approves the class settlement set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and reasonable and directs the Parties and Settlement Administrator to effectuate the Settlement according to its terms. The Court finds that the settlement has been reached as result of intensive, serious, and non-collusive arm’s length negotiations. The Court finds that the Parties have conducted extensive investigation and research

1 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
2 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay
3 and risks that would be presented by the further prosecution of this Action. The Court has noted the
4 significant benefits to the Class Members under the Settlement.

5 12. As of the Effective Date, Plaintiff, and each Settlement Class Member, on behalf of
6 himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors,
7 shall be deemed to have, and by operation of the Final Approval Order shall have fully and
8 irrevocably released and forever discharged the Released Parties from all Settlement Class
9 Members' Released Claims during the Class Period, as more fully set forth in the Settlement
10 Agreement. Further, Plaintiff, and each Class Member who is also a PAGA Group Member, shall
11 be deemed to have also fully and irrevocably released PAGA Group Members' Released Claims
12 during the PAGA Period, as more fully set forth in the Settlement Agreement.

13 13. Defendant Precision Toxicology, LLC shall pay the non-reversionary Gross
14 Settlement Amount ("GSA") of \$545,000.00 for the following: (1) to satisfy the Individual
15 Settlement Payments to Settlement Class Members; (2) to pay the Court-approved Class
16 Representative Enhancement Payment; (3) to pay the PAGA Penalties including the Labor and
17 Workforce Development Agency ("LWDA") payment and payment Class Members who are PAGA
18 Group Members and who worked during the PAGA Period; (4) to pay the Settlement Administration
19 Costs; (5) to pay the Court-approved attorneys' fees to Class Counsel; and (6) to pay the Court-
20 approved actual litigation costs to Class Counsel. The Gross Settlement Amount is exclusive of
21 employer's share of federal and state payroll taxes.

22 14. The requested award of attorneys' fees to Class Counsel in the amount of \$190,750
23 is approved as fair, adequate, and reasonable, and is to be divided between the two law firms,
24 Lawyers *for* Justice, P.C. and CounselOne, P.C. in accord with their respective 57.5% and 42.5%
25 fee split under the terms of their written fee agreement.

26 15. The requested award of litigation costs of \$15,369.91 to Class Counsel—\$3,088.90
27 on behalf of Lawyers *for* Justice, P.C. and \$12,281.01 on behalf of CounselOne, P.C.—for expenses
28 incurred is approved as fair, adequate, and reasonable.

1 16. The enhancement payment in the amount of \$7,500.00 to the Class Representative is
2 approved as being fair and reasonable compensation for the Class Representative's efforts in
3 initiating and prosecuting this Action, the work involved, and the risks assumed.

4 17. The Court approves the costs of the Settlement Administrator, CPT Group, Inc., in
5 the amount of \$15,000 for the notification and settlement administration services it performed in
6 connection with this Action.

7 18. The Court approves a PAGA Payment of \$40,000—of which 75% (or, \$30,000) —
8 will be allocated to the LWDA for civil penalties pursuant to statute ("LWDA Payment"). The
9 remaining 25% (or, \$10,000) will be allocated and paid to PAGA Group Members (*e.g.*, Class
10 Members employed during the PAGA Period, which runs from October 09, 2018 through November
11 03, 2021.)

12 19. The calculation and payment of individual settlement checks to Settlement Class
13 Members and PAGA Group Members will be effectuated by the Defendant and Settlement
14 Administrator in specific accord with the Settlement Agreement and the timing set forth therein.
15 (Settlement Agreement ¶¶ 46, 56.)

16 20. The Settlement provides that any uncashed checks remaining 180 days after
17 distribution will be distributed to the Controller of the State of California to be held pursuant to the
18 Unclaimed Property Law, Code of Civil Procedure § 1500, *et seq.*, in the names of the Settlement
19 Class Members and PAGA Group Members who did not cash their settlement checks until such
20 time as they claim their property.

21 21. The Court finds the settlement on the terms set forth in the Settlement Agreement
22 was made in good faith and constitutes a fair, reasonable, and adequate compromise of the released
23 claims against Defendant. Without affecting the finality of this Judgment in any way, this Court
24 hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of
25 the settlement and all orders and judgments entered in connection therewith.

26 22. Without further order of the Court, the Parties may agree to reasonably necessary
27 extensions of time to carry out any of the provisions of the settlement.

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Based on the foregoing Order, the Court enters the following Judgment:

JUDGMENT

22. Judgment is hereby entered pursuant to California Rules of Court, Rule 3.769(h). Without affecting the finality of this Order, and further pursuant to Rule 3.769(h), the Court retains exclusive and continuing jurisdiction over the litigation for purposes of supervising, implementing, interpreting, and enforcing this order and the Settlement Agreement, and in order to conduct the final compliance hearing on certification of distribution procedure.

23. The Settlement Administrator shall post this Judgment on the Settlement website for a period of at least 30 days. This posting shall provide the requisite notice of the Judgment to the Settlement Class and satisfy the requirements of California Rules of Court, Rule 3.771(b).

IT IS SO ORDERED.

Dated: _____



Hon. William Highberger
Judge of the Superior Court