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1 **MELMED LAW GROUP P.C.**
Jonathan Melmed (SBN 290218)
2 jm@melmedlaw.com
3 Kyle D. Smith (SBN 280489)
ks@melmedlaw.com
4 1801 Century Park East, Suite 850
Los Angeles, California 90067
5 Phone: (310) 824-3828
6 Fax: (310) 862-6851

FILED
Superior Court of California
County of Los Angeles
02/17/2023
David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

7 Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 SERGIO LOPEZ, an individual, on behalf of
11 himself, the State of California, as a private
12 attorney general, and on behalf of all others
13 similarly situated,

14 Plaintiff,

15 v.

16 PRAESIDIUM DIAGNOSTICS LLC, a
17 California Limited Liability Company;
18 SAMEDAY HEALTH, an Unknown Entity;
19 FELIX HUETTENBACH, an Individual; and
20 DOES 1 TO 50,

21 Defendants.

Case Number: 21STCV08378

~~[Proposed]~~ **Order Granting Motion for Final
Approval of Class Action Settlement**

~~[PROPOSED]~~ **ORDER**

This matter having come for hearing on February 16, 2023, regarding the unopposed *Motion for Final Approval of Class Action Settlement* (the “Motion”) on the terms set forth in the *Amended Settlement Agreement and Release of Class Action* (the “Settlement”). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement), and having considered the Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties’ Settlement and the Motion. A copy of the Settlement is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement* (“Declaration of Jonathan Melmed”) as **Exhibit A** and is made a part of this order.

2. The Court has personal jurisdiction over Plaintiff Sergio Lopez (“Plaintiff”) and Defendants Praesidium Diagnostics LLC, Sameday Health, and Felix Huettenbach (“Defendants”) (collectively, the “Parties”) to this litigation and subject matter jurisdiction to approve this Settlement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the class, as defined in the Motion and the Settlement and as follows: “All individuals who worked for one or more of the Defendants as an independent contractor in California during the period from September 1, 2020, through January 31, 2021” (the “Class” or the “Class Members”).

4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement.

5. The Court finds that an ascertainable class of 154 class members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of Plaintiff are typical of claims of the Class Members; and **(iii)** in negotiating, entering into and

1 implementing the Settlement, Plaintiff and Plaintiff’s counsel have fairly and adequately represented
2 and protected the interest of the Class Members.

3 6. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
4 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
5 California Rule of Court 3.766. The Class Notice informed prospective Class Members of the
6 Settlement terms, their rights under the settlement and receive their settlement share, their rights to
7 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights
8 to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the
9 Settlement. A sufficient period of time to respond and to act were provided by each of these procedures.
10 No Class Members filed written objection to the Settlement as part of this notice process, and no Class
11 Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing,
12 and only one Class Members—Lev Smagin—submitted a request for exclusion. That individual will
13 not be bound by the Settlement and will not receive any portion of the class-allocation of the Net
14 Settlement Amount.

15 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
16 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
17 compliant with all applicable requirements of the California Code of Civil Procedure, the California
18 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and
19 any other applicable law, and in the best interests of each of the Parties and Class Members.

20 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
21 terms and declares the Settlement Agreement to be binding on all Class Members.

22 9. The Court finds that the Settlement Agreement has been reached as a result of informed
23 and non-collusive arm’s-length negotiations. The Court further finds that the Parties have conducted
24 extensive investigation and research, and their attorneys were able to reasonably evaluate their
25 respective positions.

26 10. The Court also finds that the Settlement now will avoid additional and potentially
27 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
28 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the

1 challenges posed by continued litigation, the Court concludes that Class Counsel secured significant
2 relief for Class Members.

3 11. The Settlement Agreement is not an admission by Defendants, nor is this order a finding
4 of the validity of any allegations or of any wrongdoing by Defendant.

5 12. The Court appoints Plaintiff Sergio Lopez as Class Representative and finds him to be
6 adequate.

7 13. The Court appoints Jonathan Melmed and Kyle D. Smith of Melmed Law Group P.C.
8 as Class Counsel and finds each of them to be adequate, experienced, and well-versed in class action
9 litigation.

10 14. The terms of the Settlement Agreement, including the Revised Gross Settlement
11 Amount of \$417,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the
12 Class and to each Class Member, the State of California, and the Aggrieved Employees, and the Court
13 grants final approval of the Settlement set forth in the Settlement Agreement, subject to this order.

14 15. The Court approves the following allocations, which fall within the ranges stipulated by
15 and through the Settlement Agreement:

16 A. The Court awards \$7,500.00 to ILYM Group, Inc., the Settlement
17 Administrator, and finds this amount to be fair and reasonable. The Court grants final approval of it
18 and orders Defendants to make the payment to the Settlement Administrator in accordance with the
19 Agreement.

20 B. The Court awards \$100,000.00 to Plaintiff's counsel as attorneys' fees and finds
21 this amount to be fair and reasonable in light of the benefit obtained for the Class. The Court grants
22 final approval of, awards, and orders the Plaintiff's counsel's fee payment to be made in accordance
23 with the Settlement Agreement.

24 C. The Court awards \$8,438.19 in litigation costs, an amount which the Court finds
25 to be reflective of the reasonable costs incurred. The Court grants final approval of, and orders the
26 Plaintiff's counsel's litigation expenses payment in this amount to be made in accordance with the
27 Settlement Agreement.
28

1 D. The Court awards \$5,000.00 to the Class Representative as payment requested
2 by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval of, and
3 orders the Class Representative payment to be made in accordance with the Settlement Agreement.

4 E. The Court approves the \$20,000.00 allocation for penalties under the Labor
5 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$15,000.00) to be paid to
6 the California Labor and Workforce Development Agency in accordance with the terms of the
7 Settlement Agreement and the remainder (i.e., \$5,000.00) to the Aggrieved Employees as provided in
8 the Settlement.

9 16. The Court orders the Parties to comply with and carry out all terms and provisions of
10 the Settlement, to the extent that the terms thereunder do not contradict with this order, in which case
11 the provisions of this order shall take precedence and supersede the Settlement.

12 17. Nothing in the Settlement or this order purports to extinguish or waive Defendants'
13 rights to continue to oppose the merits of the claims in this action or class treatment of these claims in
14 this case if the Settlement fails to become final or effective, or in any other case without limitation.

15 18. All Class Members shall be bound by the Settlement and this order, including the release
16 of claims as set forth in the Settlement Agreement.

17 19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
18 provided in this order and the Settlement Agreement.

19 20. All checks mail to the Class Members and Aggrieved Employees must be cashed within
20 one hundred eighty (180) days after mailing. If a Class Member or Aggrieved Employee fails to cash
21 his/her check by the deadline, then the Settlement Administrator shall submit such funds to the State
22 of California's Unclaimed Property Fund in the name of the Class Member. The Court finds that this
23 meets the requirements of Code of Civil Procedure section 384.

24 21. Within 10 days of this order, the Settlement Administrator shall give notice of judgment
25 to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of
26 this order and final judgment on its website.

27 22. The Court retains continuing jurisdiction over the Action and the Settlement, including
28 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of

1 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
2 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

3 23. Plaintiff shall file with the Court a report regarding the status of distribution within 180
4 days after all funds have been distributed.

5 24. This final judgment is intended to be a final disposition of the above-captioned action
6 in its entirety and is intended to be immediately appealable. This final judgment resolves and
7 extinguishes all claims released by the Settlement Agreement against Defendant.

8 25. The Court hereby sets a hearing date of JUNE 15, 2023 at 10:00 am for a
9 hearing on the final accounting and distribution of the settlement funds [any date *after* October 29,
10 2023].

11 **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

12
13 Dated: 02/17/2023

Lawrence P. Riff / Judge

14 Judge of the Superior Court, County of Los Angeles