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Clerk of the Superior Court

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Superior Court of California,
County of San Diego

AUG 26 2022

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Clerk of the Superior Court
By Taylor Crandall, Deputy Clerk

By: R. Day, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ZAID HASSAN, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

WESTPAC LABS, INC., a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 37-2021-00008722-CU-OE-CTL

Assigned for All Purposes to:
Honorable James A. Mangione
Department C-75

CLASS ACTION

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE

Hearing Date: August 26, 2022
Hearing Time: 9:00 a.m.
Hearing Place: Department C-75

Complaint Filed: March 1, 2021
FAC Filed: June 22, 2022
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
3 the Honorable James A. Mangione presiding, on August 26, 2022 at 9:00 a.m. The Court having
4 considered the papers submitted in support of the Motion, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The following Class is conditionally certified for purposes of settlement only: all
7 current and former hourly-paid or non-exempt employees of Defendant WestPac Labs, Inc.
8 (“Defendant”) within the State of California at any time during the period from February 26, 2020,
9 through June 28, 2022 (“Class,” “Class Members,” and Class Period”).

10 2. The Court grants preliminary approval of the settlement based upon the terms set
11 forth in the Joint Stipulation and Settlement Agreement (“Agreement,” “Settlement Agreement,”
12 or “Settlement”). Capitalized terms shall have the definitions set forth in the Settlement
13 Agreement.

14 3. The settlement embodied in the Settlement Agreement appears to be fair, adequate,
15 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears
16 to be presumptively valid, subject only to any objections that may be raised at the Final Approval
17 Hearing and final approval by this Court.

18 4. Plaintiffs Zaid Hassan and Rebecca Cummins (“Plaintiffs”) are conditionally
19 approved to serve as the Class Representatives.

20 5. Douglas Han, Shunt Tatavos-Gharajeh, and Talia Lux of Justice Law Corporation
21 are conditionally approved as Class Counsel for the Class.

22 6. The Court confirms Phoenix Class Action Settlement Administrators (“Phoenix”)
23 as the Settlement Administrator.

24 7. The proposed Gross Settlement Amount of \$1,200,000 is conditionally approved.

25 8. The proposed Class Representative Enhancement Payments of \$10,000 to each
26 Plaintiff for their services as the Class Representatives are conditionally approved.

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1 9. The proposed payment of an Attorney Fee Award to Class Counsel not to exceed
2 thirty-five (35%) of the Gross Settlement Amount or \$420,000 and a Cost Award for actual
3 litigation costs to Class Counsel not to exceed \$20,000 are conditionally approved.

4 10. The proposed payment of Administration Costs not to exceed \$15,000 to Phoenix
5 for its administration services is conditionally approved.

6 11. The Court also hereby conditionally approves the Private Attorneys General Act of
7 2004 ("PAGA") Payment of \$100,000 the Parties have allocated for the settlement of the claims
8 for PAGA penalties stemming from the alleged Labor Code violations. Seventy-five percent (75%)
9 of the PAGA Payment (\$75,000) will be paid to the California Labor and Workforce Development
10 Agency ("LWDA"), and twenty-five percent (25%) of the PAGA Payment (\$25,000) shall be
11 distributed to Class Members, on a pro rata basis.

12 12. A Final Approval Hearing on the question of whether the Settlement, the Attorney
13 Fee Award, Cost Award, Class Representative Enhancement Payments, and Administration Costs,
14 should be finally approved as fair, reasonable, and adequate as to all Class Members who do not
15 submit a valid and timely request to exclude themselves from the Released Claims of the
16 Settlement ("Participating Class Members") is scheduled on the date and time set forth in
17 paragraph 21 below. The Court should also finally approve the PAGA Payment at the Final
18 Approval Hearing.

19 13. The Court approves, as to form and content, the Notice of Class and Representative
20 Action Settlement ("Class Notice"), as attached as Exhibit A to the Agreement. The Court also
21 approves the procedure for Class Members to participate in, to opt out of, and to object to the
22 Settlement as set forth in the Class Notice. The Court approves, as to form and content, the election
23 not to participate (to "opt out" from) the Class Action Settlement ("Exclusion Form") that the
24 Class Members must use to exclude themselves from the Settlement, other than the release of
25 claims under PAGA, as attached as Exhibit B to the Agreement.

26 14. The Court directs the mailing of the Class Notice and Exclusion Form (collectively,
27 known as the "Notice Packet") to all identified Class Members via first-class regular U.S. Mail in
28 accordance with the implementation schedule set forth in paragraph 21 below. The Court finds the

1 dates selected for the mailing and distribution of the Notice Packet, as set forth in the
2 Implementation Schedule in paragraph 21 below, meet the requirements of due process, provide
3 the best notice practicable under the circumstances, and constitute due and sufficient notice to all
4 persons entitled.

5 15. Counsel for the Parties are authorized to correct any typographical errors in the
6 Notice Packet and make clarifications, to the extent the same are found or needed, so long as such
7 corrections do not materially alter the substance of the documents.

8 16. Pending further order of this Court, all proceedings in this case, except those
9 contemplated herein and in the Settlement, are stayed.

10 17. To facilitate administration of the Settlement pending final approval, the Court
11 hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits, or
12 administrative proceedings (including, but not limited to, filing claims with the Division of Labor
13 Standards Enforcement of the California Department of Industrial Relations) based on claims
14 released by the Settlement ("Released Claims") unless and until such Class Members have filed
15 valid requests for exclusion with the Settlement Administrator and the time for filing valid requests
16 for exclusion with the Settlement Administrator has not elapsed.

17 18. If the Court grants Final Approval of the Settlement, Participating Class Members
18 shall conclusively be deemed to have given a release of the Released Claims, as set forth in the
19 Settlement Agreement and Notice Packet, against the Released Parties, and all Participating Class
20 Members shall be permanently enjoined and forever barred from asserting any Released Claims
21 against the Released Parties.

22 19. If the Court grants Final Approval of the Settlement, Class Members shall
23 conclusively be deemed to have given a release of the PAGA Released Claims, as set forth in the
24 Settlement Agreement, against the Released Parties, and all Class Members shall be permanently
25 enjoined and forever barred from asserting any PAGA Released Claims against the Released
26 Parties.

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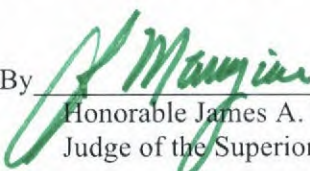
1 20. If for any reason the Court does not execute and file a Final Approval Order, the
2 proposed Settlement subject to this Order, and all evidence and proceedings had in connection
3 with the Settlement shall be null and void. Furthermore, this Order shall be vacated, and the Parties
4 shall revert to their respective positions before entering into the Settlement Agreement.

5 21. The Court orders the following **Implementation Schedule** for further proceedings:

6 a.	Deadline for Defendant to submit the Class Data to Settlement Administrator	Within twenty-one (21) calendar days after entry of the Preliminary Approval Order
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8 b.	Deadline for Settlement Administrator to mail the Notice Packet to Class Members	Within fourteen (14) calendar days after Defendant's deadline to provide the Class Data to the Settlement Administrator
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10 c.	Deadline for Class Members to postmark disputes regarding the information included in their Notice Packets and requests for exclusion from or written objections to the Settlement to the Settlement Administrator	Within forty-five (45) calendar days from initial mailing of the Notice Packet
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12		
13 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
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15 f.	Deadline for Class Counsel to file Motion for Attorney Fee Award, Cost Award, and Class Representative Enhancement Payments	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
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17 g.	Final Approval Hearing and Final Approval	<u>January 27, 2023</u> at <u>9:00</u> a.m./p.m. in Department C-75
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20 **IT IS SO ORDERED.**

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22 Dated: 8.26.22

23 By 
Honorable James A. Mangione
Judge of the Superior Court