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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

TONI A. GOODEN and GRACE WEISSMULLER as individuals and on behalf of all others similarly situated and aggrieved employees,

Plaintiffs,

v.

ASTRIX TECHNOLOGY, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV45436

[Assigned to the Hon. Laura A. Seigle in Dept. 17]

~~PROPOSED~~ **ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND ENHANCEMENT AWARD**

FILED
Superior Court of California
County of Los Angeles
04/06/2026

David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

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as an individual and on behalf of all others similarly situated

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1 This matter having come before the Court on April 6, 2026, for a final approval hearing
2 pursuant to the Order of this Court granting preliminary approval (“Preliminary Approval Order”)
3 of the class and representative action settlement upon the terms set forth in the First Amended Class
4 and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”)
5 submitted in support of the Motion for Preliminary Approval of Class and Representative Action
6 Settlement and Provisional Class Certification for Settlement Purposes Only; and due and adequate
7 notice having been given to the Class Members as required in the Preliminary Approval Order; and
8 the Court having considered all papers filed and proceedings had herein and otherwise being fully
9 informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND**

10 **DECREED THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement;
12 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference into
14 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
17 to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”
19 “Settlement Class Members” or “Class Members”): all persons currently or formerly employed by
20 defendant Astrix Technology, LLC (“Defendant”) as non-exempt, hourly-paid employees during
21 the period from December 14, 2017, through December 31, 2024 (“Class Period”) in the State of
22 California.

23 5. “Aggrieved Employees,” defined as all persons currently or formerly employed by
24 Defendant as a non- exempt, hourly-paid employees during the period from December 9, 2020,
25 through December 31, 2024 (“PAGA Period”) in the State of California

26 6. “Plaintiffs” refers to Toni A. Gooden and Grace Weissmuller, the named Plaintiffs in
27 the Action.

28 ///

1 7. “Released Parties” means: Defendant and each of its former and present directors,
2 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
3 subsidiaries, parents, affiliates, and staffing clients, including Fulgent Therapeutics LLC, Fulgent
4 Genetics, Inc., Fulgent Pharma LLC, and each of their subsidiaries, parents, affiliates, related
5 companies, and predecessors, and any managing agents, owners, employees, servants, agents,
6 directors, officers, representatives, and attorneys (and the servants, agents, owners, employees,
7 directors, investors, officers, representatives, and attorneys of any such subsidiaries, parents,
8 predecessors, or affiliates), and all persons acting by, through, under, or in concert with any of them,
9 and each of their respective heirs, successors, and assigns.

10 8. Effective upon entry of Judgment, this Order granting Final Approval of the Settlement,
11 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
12 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
13 Members, and Class Counsel will release claims against all Released Parties as follows:

14 a. Plaintiff’s Release. Plaintiffs and their respective former and present spouses,
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns
16 generally, release and discharge the Released Parties from all claims, transactions,
17 or occurrences, including, but not limited to: (a) all claims that were, or reasonably
18 could have been, alleged, based on the facts contained in the Operative Complaint
19 and (b) all PAGA claims that were, or reasonably could have been, alleged, based on
20 facts contained in the Operative Complaint and Plaintiffs’ PAGA Notices
21 (“Plaintiffs’ Release”). The Plaintiffs’ Release does not extend to any claims or
22 actions to enforce the Agreement, or to any claims for vested benefits, unemployment
23 benefits, disability benefits, social security benefits, workers’ compensation benefits
24 that arose at any time, or based on occurrences outside the Class Period. Plaintiffs
25 acknowledge that Plaintiffs may discover facts or law different from, or in addition
26 to, the facts or law that Plaintiffs now know or believe to be true but agree,
27 nonetheless, that the Plaintiffs’ Release shall be and remain effective in all respects,
28 notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

1 b. Release of Class Claims: For the duration of the Class Period, all Participating Class
2 Members, on behalf of themselves and their respective former and present
3 representatives, agents, attorneys, heirs, administrators, successors and assigns,
4 waive and release the Released Parties from all claims, rights, demands, damages,
5 liabilities, and causes of action, in law or in equity, which were alleged or which
6 could have been reasonably alleged based on the factual allegations in the Operative
7 Complaint, arising at any time during the Class Period, including but not limited to,
8 any and all claims involving any alleged failure to pay minimum wages, failure to
9 pay overtime, failure to provide meal periods or additional pay in lieu thereof, failure
10 to provide rest breaks or additional pay in lieu thereof, failure to timely pay wages
11 (including at least minimum wage for all time worked, overtime wages for all
12 overtime hours worked, accrued unused vacation, meal period premium wages,
13 and/or rest period premium wages) upon separation, failure to timely pay wages
14 owed during employment, inaccurate itemized wage statements; and any alleged
15 violation of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512,
16 1194, 1194.2, 1197, and 1197.1, the applicable California Industrial Welfare
17 Commission Wage Orders, and all related or corresponding federal laws; and any
18 alleged unfair business practices in violation of California Business and Professions
19 Code section 17200 et seq. (the “Released Class Claims”). This release does not
20 cover any employees directly employed by any of Defendant’s clients with respect
21 to any claims that arose while such employees were not employed by Defendant.

22 c. Aggrieved Employees’ Release of PAGA Claims: For the duration of the PAGA
23 Period, all Aggrieved Employees are deemed to release, on behalf of themselves and
24 their respective former and present representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns, the Released Parties, from all claims for
26 PAGA penalties under California Labor Code sections 2698 through 2699.5, that
27 were alleged, or reasonably could have been alleged, based on the PAGA Period facts
28 stated in the Operative Complaint and PAGA Notices and which occurred during the

1 PAGA Period, including any and all claims for PAGA penalties for any alleged
2 failure to pay minimum wages, failure to pay overtime, failure to provide meal
3 periods or additional pay in lieu thereof, failure to provide rest breaks or additional
4 pay in lieu thereof, failure to timely pay wages (including at least minimum wage for
5 all time worked, overtime wages for all overtime hours worked, accrued unused
6 vacation, meal period premium wages, and/or rest period premium wages) upon
7 separation, failure to timely pay wages owed during employment, and inaccurate
8 itemized wage statements, and claims for any alleged violation of California Labor
9 Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and 1197.1 (the
10 “Released PAGA Claims”). This release does not cover any employees directly
11 employed by any of Defendant’s clients with respect to any claims that arose while
12 such employees were not employed by Defendant.

13 9. Distribution of the Notice of Class Action Settlement (“Class Notice”) directed to the
14 Class Members as set forth in the Settlement Agreement and the other matters set forth herein have
15 been completed in conformity with the Preliminary Approval Order, including individual notice to
16 all Class Members who could be identified through reasonable effort, and was the best notice
17 practicable under the circumstances. This Class Notice provided due and adequate notice of the
18 proceedings and of the matters set forth therein, including the proposed class settlement set forth in
19 the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully
20 satisfied the requirement of due process.

21 10. Zero (0) Class Member opted out of the Settlement and zero (0) Class Members objected
22 to the Settlement, and zero (0) submitted any Workweek disputes. Thus, all Class Members are
23 Participating Class Members.

24 11. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
25 Plaintiffs have satisfied the standards and applicable requirements for final approval of class action
26 settlement under California law, including the provisions of Code of Civil Procedure section 382
27 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
28 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

1 12. This Court hereby approves the settlement set forth in the Settlement Agreement and
2 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
3 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
4 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
5 that the Parties have conducted extensive and costly investigation and research, and counsel for the
6 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
7 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
8 be presented by the further prosecution of this Action. The Court has noted the significant benefits
9 to the Class Members under the Settlement. The Court also finds that the class is properly certified
10 as a class for settlement purposes only.

11 13. For settlement purposes only, the Court approves plaintiffs Toni A. Gooden, and Grace
12 Weissmuller, as Class Representative.

13 14. For settlement purposes only, the Court approves David D. Bibiyan and Vedang J. Patel
14 of Bibiyan Law Group, P.C., and Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and
15 Alexandra Rose of Blackstone Law, APC, as Class Counsel.

16 15. The Court approves Apex Class Action LLC ("Apex"), as the Settlement Administrator.

17 16. The Court hereby awards Class Counsel attorneys' fees in the total amount of
18 \$792,032.58, to be deducted from the Gross Settlement Amount. In addition, the Court awards
19 Class Counsel reimbursement of their costs of \$34,009.71, consisting of \$19,290.30 to Bibiyan Law
20 Group, P.C. and \$14,719.41 to Blackstone Law, APC, to be deducted from the Gross Settlement
21 Amount. Attorneys' fees and costs will be paid by the Settlement Administrator from the Gross
22 Settlement Amount as set forth in the Settlement Agreement.

23 17. The Court hereby approves an enhancement award of \$7,500.00 to each Plaintiff, for a
24 total of \$15,000.00 to Plaintiffs in consideration of their time, effort and risk incurred on behalf of
25 the Settlement Class. Plaintiffs also provided to Defendant a general release and a waiver of rights
26 pursuant to California Civil Code section 1542. The enhancement award will be paid to Plaintiffs
27 by the Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
28 Agreement.

1 18. The Court hereby approves the Settlement Administrator’s cost in the amount of up to
2 \$14,990.00. The Settlement Administrator, Apex Class Action LLC, shall be paid the cost of
3 administration of the settlement from the Gross Settlement Amount.

4 19. The Court hereby approves the PAGA penalties amount of \$100,000.00 to be paid from
5 the Gross Settlement Amount, of which \$75,000.00 shall be paid to the LWDA and the remaining
6 \$25,000.00 to be distributed to the Aggrieved Employees.

7 20. The Net Settlement Amount of \$1,420,065.45 available to pay Settlement Class
8 Members was determined by subtracting the requested Class Counsel attorneys’ fees (\$792,032.58),
9 Class Counsel’s costs (\$34,009.71), enhancement award to each Plaintiff (for a total of \$15,000.00),
10 the PAGA penalties (\$100,000.00), and costs of settlement administration (\$14,990.00) from the
11 Gross Settlement Amount (\$2,376,097.74).

12 21. Except as expressly provided herein, the Parties each shall bear all their own fees and
13 costs in connection with this matter.

14 22. “Effective Date” means the date when both of the following have occurred: (a) the Court
15 enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final
16 as of the latest of the following occurrences: (a) if no Participating Class Member objects to the
17 Settlement, the day the Court enters the Judgment; (b) if one or more Participating Class Members
18 objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment;
19 or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the
20 Judgment and issues a remittitur.

21 23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
22 necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the
23 Administrator no later than 30 days after the Effective Date.

24 24. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator
25 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
26 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
27 Counsel Litigation Expenses Payment, and the Class Representative Incentive Awards.
28 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,

1 and the Class Representative Incentive Awards shall not precede disbursement of Individual Class
2 Payments and Individual PAGA Payments.

3 25. The Administrator will issue checks for the Individual Class Payments and/or Individual
4 PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid.
5 The face of each check shall prominently state the date (not less than 180 days after the date of
6 mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the
7 void date. The Administrator will send checks for Individual Class Payments to all Participating
8 Class Members (including those for whom a Class Notice was returned undelivered). The
9 Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees
10 including Non-Participating Class Members who qualify as Aggrieved Employees (including those
11 for whom a Class Notice was returned undelivered). The Administrator may send Participating
12 Class Members a single check combining the Individual Class Payment and the Individual PAGA
13 Payment in each installment. Before mailing any checks, the Settlement Administrator must update
14 the recipients' mailing addresses using the National Change of Address Database.

15 26. For any Class Member whose Individual Class Payment check or Individual PAGA
16 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
17 funds represented by such checks to Legal Aid at Work, 180 Montgomery St., Suite 600, San
18 Francisco, California 94104 ("Cy Pres Recipient") for use in any county in need in California.

19 27. The Court finds that the class settlement on the terms set forth in the Settlement
20 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
21 the Released Claims against Defendant.

22 28. ~~A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled~~
23 ~~for January 22, 2027 at 8:30 a.m. in Department 17 of the above-entitled Court. At least five (5)~~
24 ~~calendar days prior to said Hearing, the Parties shall file a declaration confirming that the claims~~
25 ~~have been paid and that administration of all the terms and conditions of the class action settlement~~
26 ~~have been completed. Should the Court find that said declaration has sufficiently evidenced full and~~
27 ~~complete administration of the class action settlement, the Hearing Re: Final Administration of the~~
28 ~~Class Action Settlement will go off-calendar.~~

1 29. Pursuant to California Code of Civil Procedure section 664.6, after entry of the
2 Judgment, the Superior Court will have continuing jurisdiction over the Actions and the Settlement
3 solely for purposes of (i) enforcing the Settlement, (ii) addressing settlement administration matters,
4 and (iii) addressing such post-Judgment matters as may be appropriate under court rules or
5 applicable law.

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7 **IT IS SO ORDERED.**

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9 Dated: 04/06/2026, 2026



Laura Seigle

Judge of the Superior Court

Laura A. Seigle / Judge

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