

04/15/2026

**Final Approval of Class Action Settlement  
Department SSC-9**

David W. Slayton, Executive Officer / Clerk of Court

By:                     M. Zavala                     Deputy

**Soto, et al. v. One Health Laboratories, LLC.**

**Case No.: 23STCV01753 c/w 23STCV01763**

Hearing: April 15, 2026

**FINAL RULING**

The Parties' Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms are:

- The Gross Settlement Amount ("GSA") is **\$350,000**, non-reversionary. (¶3.1)
- The Court hereby approves and awards the following payments from the GSA:
  - **\$116,666** (33 1/3%) for attorney fees to Class Counsel (¶3.2.b);
  - **\$24,011.58** for litigation costs to Class Counsel (*ibid.*);
  - **\$15,000** for Service Payments to the Named Plaintiffs (\$7,500 to each of two Named Plaintiffs, Louie Soto and Mateo Sarria) (¶3.2.a);
  - **\$7,990** for settlement administration costs (¶3.2.c); and
  - **\$20,000** PAGA penalty payment (75% or \$15,000 to the LWDA; and 25% or \$5,000 to the Aggrieved Employees). (¶3.2.d)
- Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- Plaintiffs shall release Defendants from the claims described herein.

The Court will sign the [Proposed] Final Approval Order and Judgment that Plaintiff electronically lodged on 3/9/26. However, the Court will make the following revisions consistent with the instant ruling:

- If no objectors appear at the hearing on the Parties' Motion for Final Approval of Class Action Settlement, then the Court will add a sentence to paragraph 8(d) reflecting that "No objectors appeared at the duly noticed hearing on the Parties' Motion for Final Approval of Class Action Settlement."

- The Court will amend the end of Paragraph 19 to read “The payment of Class Representative Service Payments in the amount of \$7,500 each to the two named Plaintiffs, for a total of \$15,000, is approved.

Within 10 days of this order, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator’s website if consistent with the parties’ Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **May 14, 2027**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

The Court hereby sets a Non-Appearance Case Review for **May 21, 2027**, 8:30 a.m., Department 9.

### **BACKGROUND**

This is a wage and hour class action. On January 27, 2023, Plaintiff filed a class action Complaint, Case No. 23STCV01753 (the “Class Lawsuit”), asserting the following causes of action against Defendant: (a) Violation of California Business and Professions Code § 17200 et seq.; (b) Failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failure to pay overtime wages in violation of California Labor Code § 510, et seq.; (d) Failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (e) Failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (f) Failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (g) Failure to reimburse employees for required expenses in violation of California Labor Code § 2802; (h) Failure to pay sick wages in violation of California Labor Code §§ 201-204, 233, 246; and (i) Retaliation in violation of Labor Code § 1102.5. et seq.

On January 27, 2023, Plaintiff Louie Soto filed a PAGA Representative Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles, asserting a single cause of action for violation of the PAGA Cal. Labor Code §§ 2698, et seq., Case No. 23STCV01763.

On June 13, 2023, the Court issued an Order deeming the Class Lawsuit and the PAGA Lawsuit related, and designating the Class Lawsuit as the lead case.

On June 21, 2024, pursuant to the Parties’ stipulation, the Court consolidated the Class Lawsuit with the PAGA Lawsuit for the purposes of settlement, permitting Plaintiffs to file a First Amended Consolidated Class And Representative Action Complaint (the “FACC”).

On July 2, 2024, Plaintiffs filed the FACC, which added Plaintiff Matteo Sarria and harmonized the claims and allegations made in the Class Lawsuit and PAGA Lawsuit.

On February 5, 2024, the Parties participated in an all-day mediation presided over by Steve Serratore, and were able to come to an agreement, a fully executed copy of which was filed with the court on May 14, 2025 attached to the Declaration of Kyle Nordrehaug (“Nordrehaug Decl.”) ISO Preliminary Approval as Exhibit 1.

On June 11, 2025, the court continued preliminary approval for further briefing. In response, on October 9, 2025, counsel filed a fully executed Amended Settlement Agreement

attached to the Supplemental Declaration of Kyle Nordrehaug (“Nordrehaug Supp. Decl.”) ISO Preliminary Approval as Exhibit 1.

Preliminary Approval was granted October 23, 2025. Notice was given to the Class Members as ordered. (See Declaration of Stacey Shim (“Shim Decl.”).)

Now before the Court is the motion for final approval of the settlement agreement.

#### **CLASS DEFINITION AND ESSENTIAL MONETARY TERMS OF SETTLEMENT AGREEMENT**

- “Class” means all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period. (¶1.5)
  - “Class Period” means the period of time from January 27, 2019 to May 12, 2024. (¶1.13)
- “Aggrieved Employees” means all individuals who are or previously were employed by Defendant who were classified as non-exempt in the state of California at any time during the PAGA Period. (¶1.4)
  - “PAGA Period” means the period of time from November 9, 2021 to May 12, 2024. (¶1.31)
- Based on its records, Defendant has represented that the Class consists of 239 Class Members who collectively worked a total of 10,878 Workweeks during the Class Period, and 166 Aggrieved Employees who worked a total of 3,555 PAGA Pay Periods during the PAGA Period. (¶4.1)
  - There are 189 Class Members who worked 10,581 Workweeks during the Class Period and 165 Aggrieved Employees who worked a total of 3,597 pay periods during the PAGA Period. (Shim Decl., ¶¶14-15, 17.)
- The Gross Settlement Amount (“GSA”) is **\$350,000**, non-reversionary. (¶3.1)
- The Net Settlement Amount (“Net”) (**\$160,833.33**) is the GSA minus the following:
  - Up to **\$116,666** (33 1/3%) for attorney fees (¶3.2.b);
  - Up to **\$25,000** for litigation costs (*ibid.*);
  - Up to **\$15,000** for Service Payments to the Named Plaintiffs (\$7,500 each) (¶3.2.a);
  - Up to **\$10,000** for settlement administration costs (¶3.2.c); and
  - **\$20,000** PAGA penalty payment (75% or \$15,000 to the LWDA; and 25% or \$5,000 to the Aggrieved Employees). (¶3.2.d)
- Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- Funding of GSA: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (¶4.3)
- Uncashed Settlement Checks: The Administrator will cancel all checks not cashed by the void date (180 days after the date of mailing). (¶5.2) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the

Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (¶15.4)

- The proposed Settlement Agreement was submitted to the LWDA on May 13, 2025. (Nordrehaug Decl. ISO Preliminary Approval, ¶138 and Exhibit 5 thereto.)

### **ANALYSIS OF SETTLEMENT AGREEMENT**

#### **A. Does a presumption of fairness exist?**

The Court preliminarily found in its Order on October 23, 2025, that the presumption of fairness should be applied. No facts have come to the Court's attention that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

#### **B. Is the settlement fair, adequate, and reasonable?**

The settlement was preliminarily found to be fair, adequate, and reasonable. Notice has now been given to the Class and the LWDA.

#### **Reaction of the class members to the proposed settlement.**

Number of class members: 189 (Shim Decl., ¶15.)  
Number of notice packets mailed: 189 (*Id.* at ¶17.)  
Number of undeliverable notices: 3 (*Id.* at ¶10.)  
Number of opt-outs: 0 (*Id.* at ¶11.)  
Number of objections: 0 (*Id.* at ¶12.)  
Number of participating class members: 189 (*Id.* at ¶14.)  
Average individual payment: \$874.84 (*Id.* at ¶18.)  
Highest estimated payment: \$2,265.84 (*Ibid.*)  
Lowest estimated payment: \$15.63 (*Ibid.*)  
Number of Aggrieved Employees: 165 (*Id.* at ¶17.)  
Average PAGA payment: \$30.30 (*Ibid.*)  
Highest estimated PAGA payment: \$55.60 (*Ibid.*)  
Lowest estimated PAGA payment: \$1.39 (*Ibid.*)

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members and the LWDA to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

#### **C. Attorney Fees and Costs**

Class Counsel request \$116,666 (1/3) in fees and litigation costs and expenses in the amount of \$24,011.58. (Blumenthal Decl. ISO Final, ¶16.) The Settlement provides for attorney's fees up to \$116,666 and costs of \$25,000 (Settlement Agreement, ¶13.2.b); the class was provided notice of the requested awards, and no one objected. (Shim Decl., ¶12 and Exhibit A thereto.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba* at 254.) Here,

class counsel requests attorney fees using the percentage method. (Motion ISO Final, pgs. 11-13.)

The fee request represents 33% of the gross settlement amount which is within the average generally awarded in class actions. See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 (“Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”).

Counsel represent that they have incurred spent at least 299 hours on the matter at rates from \$450 to \$995, resulting in a total lodestar herein of \$158,710, which requires a negative multiplier to reach the requested fee amount. (Blumenthal Decl. ISO Final, ¶12 and Exhibit 3 thereto.)

As for costs, class counsel has incurred costs of \$24,011.58. (Blumenthal Decl. ISO Final, ¶13 and Exhibit 3 thereto.) Class Counsel is requesting \$24,011.58 in costs, which is less than the settlement cap of \$25,000. The costs in this case include, but are not limited to, filing costs (\$1,494.99), expert costs (Berger Consulting Group) (\$5,265), Case Anywhere costs, and mediation costs (\$14,000). (*ibid.*) The costs seem reasonable and necessary to litigation.

Based on the above, the Court hereby awards **\$116,666** for fees and **\$24,011.58** for litigation costs.

#### **D. Incentive Awards to Class Representatives**

The Settlement Agreement provides for up to \$15,000 for service awards to the named Plaintiffs (\$7,500 each). (Settlement Agreement, ¶3.2.a.)

Plaintiff Soto represents that his contributions to this litigation include spending 30 to 40 to 50 hours obtaining counsel, having numerous discussions with counsel, reviewing documents, and reviewing and approving the settlement. (Soto Decl., ¶¶4, 6-7, 10-12.)

Plaintiff Sarria represents that his contributions to this litigation include spending 30 to 40 to 50 hours obtaining counsel, having numerous discussions with counsel, reviewing documents, and reviewing and approving the settlement. (Sarria Decl., ¶¶4, 6-7, 10-12.)

Based on the above, the Court hereby awards enhancement awards in the amounts of **\$7,500** per Plaintiff for a total of **\$15,000**.

#### **E. Claims Administration Costs**

The claims administrator requests **\$7,990** for the costs of administering the settlement. (Shim Decl., ¶19.) This is less than the \$10,000 maximum amount estimated in the Settlement Agreement; (Settlement Agreement, ¶3.2.c); and disclosed in the notice to class members, to which there were no objections. Shim Decl., ¶12 and Exhibit A thereto.)

Based on all the work performed by the Claims Administrator, the Court hereby awards costs in the requested amount of **\$7,990**.

### **CONCLUSION AND ORDER**

The Parties’ Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

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By **May 14, 2027**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

The Court hereby sets a Non-Appearance Case Review for **May 21, 2027**, 8:30 a.m.,  
Department 9.

THE COURT'S JUDICIAL ASSISTANT IS TO GIVE NOTICE TO THE MOVING PARTY (PLAINTIFF). THE  
MOVING PARTY IS TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: April 15, 2026



A handwritten signature in cursive script that reads "Elaine Lu".

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Elaine Lu / Judge  
Judge of the Superior Court