

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

CELENE HERNANDEZ, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

v.

SENDX MEDICAL, INC., a Delaware  
corporation; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.: 37-2020-00020200-CU-OE-CTL

Assigned for All Purposes to:  
Honorable Robert Longstreth  
Department C-65

**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: April 19, 2024  
Hearing Time: 08:30 a.m.  
Hearing Place: Department C-65

Complaint Filed: June 12, 2020  
FAC Filed: February 11, 2021  
SAC Filed: October 14, 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 Robert Longstreth presiding, on April 19, 2024 at 08:30 a.m. The Court, having  
4 considered the papers submitted in support of the Motion, **ORDERS THE FOLLOWING:**

5 1. The following Class is conditionally certified for purposes of settlement only: all  
6 current and former hourly-paid or non-exempt employees of Defendant SenDx Medical, Inc.  
7 (“Defendant”) who worked in California at any time during the period from June 12, 2016, through  
8 January 7, 2023 (“Class” or “Class Members”).

9 2. The Court grants preliminary approval of the settlement based upon the terms set  
10 forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement,”  
11 “Settlement,” or “Agreement”). Attached hereto as **Exhibit 1** is a true and correct copy of the  
12 Agreement. Capitalized terms shall have the definitions set forth in the Agreement.

13 3. The settlement embodied in the Settlement Agreement appears to be fair, adequate,  
14 and reasonable to the Class, and it has no obvious deficiencies and does not improperly grant  
15 preferential treatment to the Class Representatives or segments of the Class. The Settlement  
16 Agreement falls within the range of reasonableness and appears to be presumptively valid, subject  
17 only to any objections that may be raised at the Final Approval Hearing.

18 4. Plaintiffs Celene Hernandez and Richard Sotelo (“Plaintiffs”) are conditionally  
19 approved to serve as the class representatives.

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

22 6. The Court confirms CPT Group, Inc. as the Administrator.

23 7. The proposed Gross Settlement Amount of \$400,000 is conditionally approved.

24 8. The proposed payment of the Class Counsel Fees Payment to Class Counsel not to  
25 exceed \$140,000 (35% of the Gross Settlement Amount) and Class Counsel Litigation Expenses  
26 Payment to Class Counsel for actual litigation costs incurred not to exceed \$30,000 are  
27 conditionally approved.

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1           9.       The proposed Class Representative Service Payments not to exceed \$10,000 to each  
2 Plaintiff (totaling \$20,000) for their services as the class representatives are conditionally approved.

3           10.       The proposed payment of the Administration Expenses Payment not to exceed  
4 \$15,000 to the Administrator for its services is conditionally approved.

5           11.       The Court also conditionally approves the Private Attorneys General Act of 2004  
6 (“PAGA”) Penalties not to exceed \$50,000 the Parties have allocated for the settlement of the  
7 claims for PAGA penalties stemming from the alleged Labor Code violations. Seventy-five percent  
8 (75%) of the PAGA Penalties (\$37,500) will be paid to the California Labor and Workforce  
9 Development Agency, and the remaining twenty-five percent (25%) of the PAGA Penalties  
10 (\$12,500) will be paid to all current and former hourly-paid or non-exempt employees of Defendant  
11 who worked in California at any time during the period from June 12, 2019, through January 7,  
12 2023, on a pro rata basis.

13           12.       A Final Approval Hearing on the question of whether the Settlement Agreement,  
14 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class  
15 Representative Service Payments should be finally approved as fair, reasonable, and adequate as to  
16 all Class Members who do not submit valid and timely Requests for Exclusion from the Settlement  
17 is scheduled on the date and time set forth below.

18           13.       The Court approves, as to form and content, the Court Approved Notice of Class  
19 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), as attached as  
20 **Exhibit A** to the Agreement. The Court also approves the procedure for the Class Members to  
21 participate in, to opt out of, and to object to the Settlement as set forth in the Class Notice.

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1           14.     The Court directs the mailing of the Class Notice to all identified Class Members  
2 via first-class United States Postal Service mail in accordance with the implementation schedule set  
3 forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice  
4 meet the requirements of due process, provide the best notice practicable under the circumstances,  
5 and shall constitute due and sufficient notice to all persons entitled. The Court finds that distribution  
6 of the Class Notice to Class Members substantially in the manner and form set forth in the  
7 Settlement Agreement and this Order meets the requirements of due process and shall constitute  
8 due and sufficient notice to all parties entitled thereto, and that the Class Notice constitutes the best  
9 notice practicable under the circumstances. The Court further finds that the Class Notice adequately  
10 advises the Class about: (a) the Settlement Agreement terms and the benefits available to each Class  
11 Member; (b) each Class Member’s right to object or opt out of the Settlement Agreement; and (c)  
12 the claims released pursuant to the settlement.

13           15.     Class Members who have not requested exclusion by submitting a valid and timely  
14 exclusion request, by the Response Deadline, shall be bound by all determinations of the Court, the  
15 Settlement Agreement, and Judgment.

16           16.     To facilitate administration of the Settlement pending final approval, Class Members  
17 are enjoined from initiating or prosecuting any proceeding (including filing any claims with the  
18 California Division of Labor Standards Enforcement) on any claims to be released pursuant to this  
19 Settlement, unless and until the Class Member has submitted a valid and timely request for  
20 exclusion from the Settlement.

21           17.     In the event that the Effective Date occurs and Defendant funds the entire Gross  
22 Settlement Amount and employer’s share of payroll taxes, (a) all Participating Class Members and  
23 the Class Representatives will be deemed to have forever released and discharged the Released  
24 Parties from the Released Class Claims applicable to them; and (b) all PAGA Employees will be  
25 deemed to have forever released and discharged the Released Parties from the Released PAGA  
26 Claims applicable to them.

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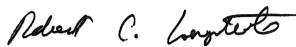
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1 18. The Court orders the following implementation schedule for further proceedings,  
2 which dates the Parties may depart from if mutually agreed upon and such departures are not  
3 materially different from the terms of this Order:  
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5 a.	Deadline for Defendant to submit Class Data to Administrator	No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement
6 b.	Deadline for Administrator to mail the Class Notice to the Class Members	No later than fourteen (14) calendar days after receiving the Class Data
7 c.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator	Within sixty (60) calendar days from the initial mailing of the Class Notice
8 d.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator if the Class Notice was remailed	Within an additional fourteen (14) calendar days beyond the Response Deadline
9 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments	Within sixteen (16) court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
10 f.	Final Approval Hearing	November 1, 2024 at 8:30 a.m. in Department C-65

11 Dated: **April 25, 2024**

**IT IS SO ORDERED.**

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By:   
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Honorable Robert Longstreth  
Judge of the Superior Court