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**FILED**  
Superior Court of California  
County of Los Angeles  
**05/13/2026**

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

Attorneys for Plaintiff CARYL LYRA ENCABO

*[Additional Attorneys on following page]*

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

12 KEILA SANCHEZ and CARYL LYRA  
13 ENCABO, as individuals and on behalf of all  
14 others similarly situated,

Plaintiffs,

vs.

15 PHENOMENEX, INC., a California  
16 Corporation; and DOES 1 through 50,  
17 inclusive,

Defendants.

Class Action Case No.: 23STCV00761  
Consolidated with Case No. 23STCV09140)

*[Assigned for all purposes the Hon. Judge Laura  
A. Seigle, Dept. 17]*

**CLASS AND PAGA ACTION**

**~~[PROPOSED]~~ JUDGMENT AND ORDER  
GRANTING PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT**

19 CARYL LYRA ENCABO, as an individual  
20 and on behalf of all others similarly situated,

Plaintiff,

v.

22 PHENOMENEX, INC., a California  
23 Corporation; and DOES 1 through 50,  
24 inclusive,

Defendants.

*[Filed concurrently with Memorandum of Points  
and Authorities; Declarations in Support; and  
[Proposed] Judgment and Order]*

**Hearing Information:**

Date: May 13, 2026

Time: 9:00 a.m.

Dept: 17

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Attorneys for Plaintiff KEILA SANCHEZ

1 The above captioned action is a putative class action and representative lawsuit brought by  
2 Plaintiffs KEILA SANCHEZ and CARYL LYRA ENCABO (“Plaintiff(s)”) against Defendant  
3 PHENOMENEX, INC. (“Defendant”). Plaintiffs KEILA SANCHEZ and CARYL LYRA ENCABO  
4 previously filed separate class action lawsuits (LASC Case No. 23STCV00761 and LASC Case No.  
5 23STCV09140, respectively), which were consolidated on May 9, 2024.

6 In the lawsuits, Plaintiffs allege that to all non-exempt hourly employees who work or worked  
7 for Defendant in California from January 13, 2019 through February 17, 2025, Defendant failed to  
8 pay minimum wage and overtime for all hours worked; failed to provide legally compliant meal and  
9 rest periods; failed to pay all accrued and vested vacation/PTO wages; failed to provide legally  
10 compliant wage statements; failed to timely pay earned wages due at separation of employment;  
11 unfair business practices; and that these actions violated the Labor Code and Business and Professions  
12 Code and gave rise to additional civil penalties pursuant to the Private Attorneys General Act of 2004,  
13 Labor Code sections 2698, *et seq.*, (“PAGA”).

14 Defendant denies all alleged wrongdoing, denies any liability to the Plaintiffs, to members of  
15 the putative class, and to allegedly aggrieved employees, and denies that Plaintiffs’ claims are  
16 appropriate for class or representative treatment.

17 On December 12, 2025, this Court entered an order granting preliminary approval of the class  
18 action settlement, resulting in preliminary certification of the following class for settlement purposes  
19 only: All persons employed by Defendant Phenomenex, Inc. in California as non-exempt employees  
20 from January 13, 2019 through February 17, 2025, excluding those who signed severance agreements.

21 The Court further directed the Plaintiffs to provide notice to the class, which informed absent  
22 class members with information regarding the settlement, including: (a) the proposed settlement, and  
23 the settlement’s key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right  
24 of any Class Member to object to the proposed settlement, and an explanation of the procedures to  
25 exercise that right; (d) the right of any class member to exclude themselves from the proposed  
26 settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the  
27 procedures for class members to participate in the proposed settlement.

28 The Court, upon notice having been given as required in the preliminary approval order, and

1 having considered the proposed settlement agreement as well as all papers filed, hereby **ORDERS**  
2 **AND ENTERS JUDGMENT AS FOLLOWS:**

3 1. This Court has jurisdiction over the subject matter of the instant action (LASC Case  
4 No. 23STCV00761) and the consolidated action (LASC Case No. 23STCV09140) and over the  
5 Parties, including all members of the settlement class and the aggrieved employees of the PAGA  
6 class.

7 2. The Court finds that the class is properly certified as a class for settlement purposes  
8 only.

9 3. The notice provided to the class members conforms with the requirements of  
10 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules  
11 of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order granting  
12 preliminary approval, and any other applicable law, and constitutes the best notice practicable under  
13 the circumstances, by providing individual notice to all class members who could be identified  
14 through reasonable effort, and by providing due and adequate notice of the proceedings, of the  
15 proposed settlement and of the matters set forth therein to the other class members. The notice was  
16 adequate, fully satisfied the requirements of due process, was the best notice practicable under the  
17 circumstances, and adequately described the terms of the proposed Settlement Agreement, the manner  
18 in which Class Members could object to or participate in the Settlement, and the manner in which  
19 Class Members could opt out of the Class.

20 4. The Court finds the settlement was entered into in good faith, that the settlement is  
21 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable  
22 requirements for final approval of this class action settlement under California law, including the  
23 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
24 3.769. The Court further finds that the Settlement was the result of arm's-length negotiations  
25 conducted after Class Counsel had thoroughly and adequately investigated the claims and became  
26 familiar with the strengths and weaknesses of those claims. In particular, the amount of monies  
27 allocated to the Class Members, and the assistance of an experienced mediator in the settlement  
28 process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable,

1 and adequate. The amounts agreed to be paid by Defendant, including the Settlement Shares to be  
2 paid to Participating Class Members and PAGA Shares to PAGA Employees as provided for by the  
3 Settlement Agreement, are fair and reasonable under the facts of this case.

4 5. The Settlement Agreement is not an admission by Defendant, or by any other released  
5 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing  
6 by Defendant or any other released party. Neither this Order and Judgment, the Settlement  
7 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement  
8 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,  
9 concession, or liability whatsoever by or against Defendant or any of the other released parties.

10 6. No Class Members have objected to the terms of the Settlement.

11 7. No Class Members have disputed their workweek totals.

12 8. No Class Members have requested to be excluded from the Settlement.

13 9. Defendant shall fund the gross settlement amount of Four Hundred Ninety Thousand  
14 Dollars and Zero Cents (\$490,000.00), plus the amount necessary to pay Defendant's share of payroll  
15 taxes, all within twenty five (25) days after receiving notice that the Court has entered a Judgment on  
16 its Order Granting Final Approval of the Settlement and the Judgment is final. The Judgment is final  
17 as of the latest of the following occurrences: (a) if no class member objects to the Settlement, the day  
18 the court enters Judgment; (b) if one or more class members object to the Settlement, the day after  
19 the deadline for filing a notice of appeal from the Judgment, or if a timely appeal from the Judgment  
20 is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

21 8. The Administrator shall mail checks for all Individual Class Payments, all Individual  
22 PAGA Payments, the LWDA PAGA Payment, the Administration Expense Payment, the Class  
23 Counsel Fees Payment, the Class Counsel Litigation Expense Payment, and the Class Representative  
24 Service Payments within fourteen (14) days after Defendant funds the Gross Settlement Amount.

25 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in  
26 recognition of Plaintiffs' efforts on behalf of the settlement class, the Court hereby approves the  
27 payment of an incentive award to each Plaintiff in the amount of Seven Thousand Five Hundred  
28

1 Dollars and Zero Cents (\$7,500.00) (\$15,000.00 total), payable from the gross settlement amount  
2 pursuant to the terms of the Settlement Agreement.

3 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of One  
4 Hundred Sixty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents  
5 (\$163,333.33), and the reimbursement of litigation expenses in the sum of Twenty Four Thousand  
6 One Hundred Thirty Five Dollars and Forty Six Cents (\$24,135.46), both payable from the gross  
7 settlement amount and pursuant to the terms of the settlement agreement. Both are reasonable  
8 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the  
9 common fund obtained for the class. The court also has considered the lodestar amount. Awarding  
10 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit  
11 obtained for the class.

12 11. The Court approves the payment of Thirty Thousand Dollars and Zero Cents  
13 (\$30,000.00) to civil penalties pursuant to the Private Attorneys General Act of 2004, payable from  
14 the gross settlement amount. Seventy-five percent (75%) of this amount, Twenty Two Thousand Five  
15 Hundred Dollars and Zero Cents (\$22,500.00), will be paid to the Labor Workforce Development  
16 Agency and twenty-five percent (25%), Seven Thousand Five Hundred Dollars and Zero Cents  
17 (\$7,500.00), will be paid to the Aggrieved Employees as defined in and pursuant to the terms of the  
18 Settlement Agreement.

19 12. The Court approves and orders payment in the amount of Seven Thousand Eight  
20 Hundred Fifty Dollars and Zero Cents (\$7,850.00) to ILYM Group, Inc., for performance of  
21 settlement administration services pursuant to the terms of the settlement agreement. This amount  
22 will be payable from the gross settlement amount and pursuant to the terms of the Settlement  
23 Agreement.

24 13. The Court approves and orders funding of the settlement in compliance with the terms  
25 of the settlement agreement, including the payment and disbursement schedule.

26 14. Participating Class Members and Aggrieved Employees will have one hundred eighty  
27 (180) calendar days from the date of issuance of the check to cash or otherwise deposit their check.  
28 For any check not cashed after 180 calendar days, the Settlement Administrator shall cancel the check

1 by the void date and remit the funds to California Controller's Unclaimed Property Fund The  
2 Settlement Administrator shall inform the Parties regarding the status of any uncashed checks at the  
3 conclusion of the 180 calendar day check cashing period, including the amount at issue.

4 15. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the  
5 Settlement Agreement and declares the Settlement Agreement binding on Plaintiffs, all Class  
6 Members who have not opted out, and all Aggrieved Employees, all of whom will release the  
7 Released Parties (defined below) from the released claims as set forth by the approved Settlement  
8 Agreement. This final approval and judgment applies to both class action lawsuits filed by Plaintiffs  
9 KEILA SANCHEZ and CARYL LYRA ENCABO (LASC Case No. 23STCV00761 and LASC Case  
10 No. 23STCV09140, respectively)

11 16. The "Released Parties" means Phenomenex and each of its former and present  
12 directors, officers, officials, shareholders, owners, members, employees, agents, attorneys, insurers,  
13 predecessors, successors, assigns, parents, subsidiaries, affiliates, and anyone acting for or on any of  
14 their behaves.

15 17. Release by Participating Class Members: Effective on the date when Defendant fully  
16 funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion  
17 of the Individual Class Payments, all Participating Class Members will release claims against all  
18 Released Parties as follows: All Participating Class Members, on behalf of themselves and their  
19 respective former and present representatives, executors, agents, attorneys, heirs, administrators,  
20 successors, trustees, guardians, and assigns, release Released Parties from (i) all claims, debts,  
21 liabilities, demands, damages, obligations, penalties, guarantees, costs, expenses, attorneys' fees and  
22 causes of action that were alleged, or reasonably could have been alleged, based on claims arising  
23 during the Class Period and allegations stated in the complaints in the Action, regardless of theory of  
24 liability, including claims for failure to pay minimum wages, failure to pay overtime wages, rounding  
25 or time shaving, regular rate violations, meal period violations, rest period violations, failure to pay  
26 vacation and PTO, wage statement violations, waiting-time penalties, unfair competition, violation of  
27 Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226.7, 227.3, 510, 512, 516, 558, 1174,  
28 1182.12, 1194, 1194.2, 1197, and 1198, claims under the applicable Wage Order as well as under

1 Business and Professions Code section 17200 et seq. Except as set forth in Section 6.3 of the  
2 Settlement Agreement, Participating Class Members do not release any other claims, including claims  
3 for vested retirement or ERISA benefits, wrongful termination, violation of the Fair Employment and  
4 Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims  
5 based on facts occurring outside the Class Period.

6 18. Release by Aggrieved Employees: Effective on the date when Defendant fully funds  
7 the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the  
8 Individual Class Payments, PAGA Employees will release claims against all Released Parties as  
9 follows: PAGA Employees are deemed to release, on behalf of themselves and their respective former  
10 and present representatives, executors, agents, attorneys, heirs, administrators, successors, trustees,  
11 guardians, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or  
12 reasonably could have been alleged, based on claims arising during the PAGA Period and allegations  
13 stated in the Action or the PAGA Notices, regardless of theory of liability, claims for failure to pay  
14 minimum wages, failure to pay overtime wages, rounding or time shaving, regular rate violations,  
15 meal period violations, rest period violations, failure to pay vacation and PTO, wage statement  
16 violations, waiting-time penalties, unfair competition, violation of Labor Code sections 201, 202, 203,  
17 204, 210, 216, 226, 226.7, 227.3, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198.

18 19. Plaintiff's Release: Effective on the date when Defendant fully funds the Gross  
19 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual  
20 Class Payments, Plaintiffs will release claims against all Released Parties as follows: Plaintiffs and  
21 their respective former and present spouses, representatives, executors, agents, attorneys, heirs,  
22 administrators, successors, trustees, guardians and assigns generally, release and discharge Released  
23 Parties from all claims, transactions, or occurrences that occurred at any time up to the execution of  
24 this Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been,  
25 alleged, based on the facts contained, in the complaints in the Action, (b) all PAGA claims that were,  
26 or reasonably could have been, alleged based on facts contained in the complaints in the Action,  
27 Plaintiffs' PAGA Notices, or ascertained during the Action and released under 6.3 of the Settlement  
28 Agreement; and (c) all claims arising from Plaintiffs' employment with Defendant. ("Plaintiffs'

1 Release.”) Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or  
2 to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,  
3 workers’ compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may  
4 discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or  
5 believe to be true but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all  
6 respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them. For  
7 purposes of Plaintiffs’ Release and as partial consideration for the Class Representative Service  
8 Payment, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of  
9 section 1542, which reads: A general release does not extend to claims that the creditor or releasing  
10 party does not know or suspect to exist in his or her favor at the time of executing the release, and  
11 that if known by him or her would have materially affected his or her settlement with the debtor or  
12 Released Party.

13           20. This Court shall retain jurisdiction over all matters related to the administration and  
14 consummation of the terms of this Settlement, over the enforcement, construction and interpretation  
15 of the Settlement Agreement, over the enforcement, construction, and interpretation of the Final  
16 Judgment, including, but not limited to, the provisions therein enjoining any further litigation of  
17 Released Claims, and over the Representative Plaintiff and all Class Members (and their attorneys  
18 and law firms) in connection therewith.

19           21. The Plaintiffs shall file a report for the settlement administrator by  
20 May 13, 2027, confirming the distribution of funds, indicating the total amount paid  
21 to the class members and confirming the distribution of funds, indicating the total amount paid to the  
22 class members and confirming that all funds, including uncashed funds, have been disbursed.

23           22. A non-appearance case review re Compliance with the Distribution is set for  
24 May 20, 2027 at 8:30 a.m./~~p.m.~~ in this department.

25           23. In accordance with California Rules of Court, Rule 3.771(b), the Parties are ordered  
26 to give notice of this final Order and Judgment to all Class Members by posting the Order and  
27 Judgment for 90 days on the Administrator’s website and to the LWDA pursuant to Labor Code  
28 section 2699(1)(3) within ten (10) days after the Court has held the Final Approval Hearing.

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24. The Court hereby enters Judgment in the case (LASC Case No. 23STCV00761) and consolidated case (LASC Case No. 23STCV09140), which will be res judicata as to the released claims of Plaintiffs, Class Members, and Aggrieved Employees.

**IT IS SO ORDERED AND ADJUDGED.**

Dated: 05/13/2026



*Laura Seigle*

Hon. Laura A. Seigle, Dept. 17  
Judge of the Superior Court  
Laura A. Seigle / Judge