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11 Attorneys for Plaintiff Noi Sai, individually,  
12 and on behalf of all others similarly situated.

**FILED**  
Superior Court of California  
County of Los Angeles  
03/20/2026

David W. Slayton, Executive Officer / Clerk of Court  
By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

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

15 NOI SAI, individually and on behalf of all  
16 others similarly situated,

17 Plaintiff,

18 vs.

19 SUN CLINICAL LABORATORIES.; and  
20 DOES 1 through 20, inclusive,

21 Defendants.

Case No. 22STCV32183

*Assigned for all purposes to:*  
*Hon. Theresa Traber*  
*Dept. 1*

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
AND REPRESENTATIVE ACTION  
SETTLEMENT**

Date: February 11, 2026  
Time: 10:30 a.m.  
Dept: 1

1 WHEREAS, the above-entitled action is pending before this Court as a putative class  
2 action (the “Action”);

3 WHEREAS, Plaintiff Noi Sai (“Plaintiff”), individually and on behalf of all others  
4 similarly situated and on behalf of the general public have applied to this Court for an order  
5 preliminarily approving the settlement of the Action in accordance with the Class Action and  
6 PAGA Settlement Agreement and Class Notice (“the “Settlement” or “Agreement”) entered into  
7 by Plaintiff and Defendant Sun Clinical Laboratories (“Defendant”) which sets forth the terms  
8 and conditions for a proposed settlement upon the terms and conditions set forth therein (Plaintiff  
9 and Defendant shall be collectively referred to herein as the “Parties”); and

10 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary  
11 Approval of Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
13 THAT:

14 1. This Order incorporates by reference the definitions in the Settlement attached as  
15 Exhibit 1 to the Declaration of Alex J. Valle in Support of Plaintiff’s Motion for Preliminary  
16 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in  
17 this Order.

18 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,  
19 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,  
20 adequate and reasonable when balanced against the probable outcome of further litigation relating  
21 to liability and damages issues; (c) sufficient investigation and research have been conducted such  
22 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
23 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and  
24 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has  
25 been reached as the result of non-collusive, arms-length negotiations.

26 3. With respect to the Class and for purposes of proceeding pursuant to California  
27 Code of Civil Procedure § 382 for approval of the settlement, the Court finds on a preliminary  
28 basis that (a) Class Members are ascertainable and so numerous that joinder of all Class Members

1 is impracticable; (b) there are questions of law and fact common to the Class that predominate  
2 over any questions affecting only individual Class Members; (c) Plaintiff's claims are typical of  
3 the Class' claims; (d) class certification is a superior method for implementing the Settlement and  
4 adjudicating this Action in a fair and efficient manner; (e) the Class Representative can fairly and  
5 adequately protect the Class' interests; and (f) Class Counsel are qualified to serve as counsel for  
6 the Class.

7 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby  
8 conditionally certifies the class for settlement purposes. The Class is defined as all non-exempt  
9 employees employed by Defendant in the State of California any time during the Class Period. The  
10 Class Period is defined as April 9, 2018 to June 24, 2024.

11 5. To the extent not already appointed at class certification, Plaintiff Noi Sai is hereby  
12 preliminarily appointed and designated, for all purposes, as the Class Representative and the  
13 attorneys of Aegis Law Firm, PC are hereby preliminarily appointed and designated as counsel for  
14 the Class ("Class Counsel"). Class Counsel is authorized to act on behalf of the Class Members  
15 with respect to all acts or consents required by, or which may be given pursuant to, the Settlement,  
16 and such other acts reasonably necessary to consummate the Settlement. Any Class Member may  
17 enter an appearance either personally or through counsel of such individual's own choosing and at  
18 such individual's own expense. Any Class Member who does not enter an appearance or appear on  
19 his or her own will be represented by Class Counsel.

20 6. The Court hereby approves the definition and disposition of the Gross Settlement  
21 Amount and Net Settlement Amount and related matters provided for in the Settlement.

22 7. The Court hereby preliminarily approves the Gross Settlement Amount of  
23 \$2,850,000.00, Class Counsel attorneys' fees of up to one-third the Gross Settlement Amount  
24 (currently \$950,000.00), Class Counsel litigation expenses not to exceed \$75,000.00, Service  
25 Award up to \$22,500.00 to Plaintiff, PAGA penalties in the amount of \$150,000.00, and costs of  
26 administration not to exceed \$6,450.00, subject to final approval.

27 8. The Court hereby approves, as to form and content, the Class Notice, to be  
28 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in

1 the manner and form set forth in the Settlement and this Order, meets the requirements of due  
2 process, is the best notice practicable under the circumstances, and shall constitute due and  
3 sufficient notice to all persons entitled thereto.

4 9. The Court hereby appoints ILYM Settlement Administrator as Settlement  
5 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to  
6 Class Members the Class Notice using the procedures set forth in the Settlement Agreement. Class  
7 Members who wish to participate in the settlement provided for by the Settlement Agreement do  
8 not need to respond to the Class Notice.

9 10. Defendant shall deliver the Class Data to the Settlement Administrator within 15  
10 days of this Order as provided in the Settlement. The Settlement Administrator shall mail the Class  
11 Notice within 14 days of receipt of the Class Data as provided in the Settlement.

12 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid  
13 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses  
14 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up  
15 to \$6,450.00 as provided in the Settlement.

16 12. Any Class Member may choose to opt-out of and be excluded from the Class as  
17 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the  
18 Class will not be entitled to any recovery under the Settlement and will not be bound by the  
19 Settlement or have any right to object, appeal or comment thereon. Class Members who have not  
20 requested exclusion/opted-out shall be Participating Class Members and bound by all  
21 determinations of the Court, the Settlement, and the Final Judgment.

22 13. A Final Fairness and Approval Hearing shall be held before this Court on ~~May 6,~~ July 6,  
23 2026 at 10:30 a.m. in Department 1 of the Superior Court of California, County of Los Angeles,  
24 located at 312 North Spring Street, Los Angeles, CA 90012. All papers in support of final approval  
25 and related awards for fees, costs, and Plaintiff's service award must be filed and served at least 16  
26 court days before the final approval hearing.

27 14. Any Participating Class Member must object to the Settlement by following the  
28 instructions that are set forth in the Settlement Agreement and Class Notice, and may appear at the

1 Final Fairness and Approval Hearing. The Court shall retain final authority with respect to the  
2 consideration and admissibility of any objections. Any Participating Class Member who objects to  
3 the Settlement shall be bound by the order of the Court.

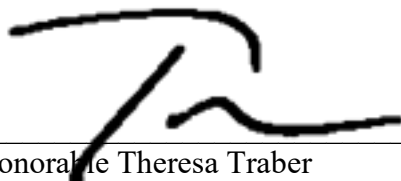
4 15. The Settlement is not a concession or admission, and shall not be used against the  
5 Released Parties, as an admission or indication with respect to any claim of any fault or omission  
6 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,  
7 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or  
8 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as  
9 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of  
10 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other  
11 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

12 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,  
13 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,  
14 are hereby stayed.

15 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each  
16 of the Class Members for all matters relating to this Action, and this Settlement, including  
17 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or  
18 enforcement of this Settlement and this Order.

19 18. The Court reserves the right to adjourn or continue the date of any hearing and all  
20 dates provided for in the Settlement without further notice to Class Members, and retains  
21 jurisdiction to consider all further applications arising out of or connected with the proposed  
22 Settlement.

23  
24 DATED: 03/20/2026

  
\_\_\_\_\_  
Honorable Theresa Traber  
JUDGE OF THE SUPERIOR COURT