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8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES  
11

12 JAMES BLACK, individually, and on behalf of  
13 all others similarly situated,

14 *Plaintiff,*

15 vs.

16 MISSION HEALTHCARE SERVICES, INC., a  
California corporation; and DOES 1 through 10,  
17 inclusive,

18 *Defendants*

Case No.: 19STCV04602

Hon. William F. Highberger - Dept. SSC-10

CLASS ACTION

19 ~~[PROPOSED]~~ ORDER GRANTING FINAL  
20 APPROVAL OF CLASS ACTION AND  
21 PAGA ACTION SETTLEMENT

JUDGMENT THEREON

22 Date: July 1, 2020  
23 Time: 11:00 a.m.  
24 Courtroom: SSC-10  
25 Judge: Hon. William F. Highberger

26 Action Filed: February 13, 2019  
27 Trial date: Not set  
28

RECEIVED  
LOS ANGELES SUPERIOR COURT

MAY 27 2020

S. DREW

07/02/2020

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff JAMES BLACK ("Plaintiff") and Defendant MISSION HEALTHCARE SERVICES,  
3 INC. ("Defendant") have reached terms of settlement for a putative class action.

4 Plaintiff has filed a motion for final approval of a class action settlement of the claims asserted  
5 against Defendant in this action, memorialized in the STIPULATION AND SETTLEMENT  
6 AGREEMENT OF CLASS ACTION CLAIMS (*see* Declaration of H. Scott Leviant In Support of  
7 Plaintiff's Motion for Final Approval of Class Action Settlement ["Leviant Decl."], at Exh. A). The  
8 STIPULATION AND SETTLEMENT AGREEMENT OF CLASS ACTION CLAIMS is referred to  
9 herein as the "Agreement" or "Settlement."

10 After reviewing the Agreement and the Notice process, and other related documents, and having  
11 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

12 1. The Court finds that the terms of the proposed class action Settlement are fair,  
13 reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting final  
14 approval of the class action settlement the Court has considered the factors identified in *Dunk v. Ford*  
15 *Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal.  
16 App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706(2006).

17 2. The Court finds that the Settlement has been reached as a result of intensive, serious and  
18 non-collusive arms-length negotiations. The Court further finds that the parties have conducted  
19 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate  
20 their respective positions. The Court also finds that settlement at this time will avoid additional  
21 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution  
22 of the action. The Court finds that the risks of further prosecution are substantial.

23 3. The parties' Settlement is granted final approval as it meets the criteria for final  
24 settlement approval. The settlement falls within the range of possible approval as fair, adequate and  
25 reasonable, and appears to be the product of arm's-length and informed negotiations and to treat all  
26 Class Members fairly. The Settlement Class meets the requirements for conditional certification for  
27 settlement purposes only under Code of Civil Procedure § 382.

1           4.       The Class Notice provided to the Settlement Class conforms with the requirements of  
2 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and  
3 United States Constitutions, and any other applicable law, and constitutes the best notice practicable  
4 under the circumstances, by providing individual notice to all Class Members who could be identified  
5 through reasonable effort, and by providing due and adequate notice of the proceedings and of the  
6 matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the  
7 requirements of due process.

8           5.       The following persons are certified as Class Members solely for the purpose of entering  
9 a settlement in this matter:

10                   All non-exempt employees that worked for Defendant in California during the  
11 Class Period (the "Class Period" is May 1, 2017 through the date of the Court order  
12 granting preliminary approval of this Settlement, February 7, 2020). (Settlement, ¶¶  
1.B, 1.C.)

13           6.       Plaintiff JAMES BLACK is appointed the Class Representative. The Court finds  
14 Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and  
15 have no conflicts of interest with absent Settlement Class Members, and that they adequately  
16 represented the interests of absent class members in the Litigation. Moon & Yang, APC, Kane Moon,  
17 H. Scott Leviant, and Lilit Ter-Astvatsatryan are appointed Class Counsel.

18           7.       The Court appoints Phoenix Settlement Administrators to act as the Settlement  
19 Administrator, pursuant to the terms set forth in the Agreement.

20           8.       No Class Members have objected to the terms of the Settlement.

21           9.       One Class Member, Brooke Schwengel, requested exclusion from the Settlement Class.  
22 All other Class Members are Settlement Class Members and will be bound by the Final Approval  
23 Order and Judgment in the Action. All Settlement Class Members release claims as follows:

24                   As of the Effective Date, and subject to Defendant's payment of the Gross  
25 Settlement Amount, the Class Members who did not exclude themselves from  
26 the Settlement Class, including Plaintiff, release Defendant, all of its affiliates,  
27 and each of their past or present officers, directors, members, shareholders,  
28 employees, agents, principals, heirs, representatives, accountants, auditors,  
consultants, insurers and reinsurers, and its and their respective successors and  
predecessors in interest, subsidiaries, affiliates, parents and attorneys and each  
of their respective company-sponsored employee benefit plans and all of their  
respective officers, directors, employees, administrators, fiduciaries, trustees

and agents (the "Released Parties"), from the "Released Claims."

The "Released Claims" are defined as: all claims which arose during the Class Period during Class Members' employment with Defendant that are alleged in the Second Amended Complaint, together with all claims which arose during the Class Period during Class Members' employment with Defendant that could have been alleged in the Second Amended Complaint, including those contemplated in Plaintiff's April 1, 2019 letter to the California Labor and Workforce Development Agency, because they are based on and arise from the allegations in the Second Amended Complaint, whether for economic damages, non-economic damages, restitution, penalties, liquidated damages, or interest:

A. The "Released Claims" specifically include the following, which are specifically alleged in the operative Second Amended Complaint:

1. That Defendant did not pay the Plaintiff and the Class all minimum and straight time wages that were owed for work performed by Plaintiff and the Class for Defendant;

2. That Defendant did not pay the Plaintiff and the Class all overtime (including weekly overtime, daily overtime, and double time) that was owed for work performed by Plaintiff and the Class for Defendant;

3. That Defendant did not allow Plaintiff and the Class to take meal periods as required by law or pay Plaintiff and the Class as required by law when the meal periods were not provided;

4. That Defendant did not allow Plaintiff and the Class to take rest periods as required by law or pay Plaintiff and the Class as required by law when the rest periods were not provided;

5. That Defendant did not properly reimburse the Class all business expenses under Labor Code Section 2802;

6. That Defendant violated Labor Code Section 201 and 202 in failing to pay final pay, and then failed to pay waiting time penalties pursuant to Section 203 of the California Labor Code;

7. That Defendant failed to provide accurate wage statements to the Class Members during the Class Period, in violation of Labor Code Section 226;

8. That Defendant engaged in unfair business practices in violation of the Business and Professions Code.

9. That the Defendant owes penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code Section 2699(f), premised on the Labor Code violations articulated above; and

10. That Defendant owes penalties, interest, attorneys' fees or other damages arising out of Defendant's alleged failure to pay wages and penalties released herein.

10. Upon entry of this Final Approval Order and Judgment, compensation to the Settlement Class Members shall be implemented pursuant to the terms of the Settlement.

11. In addition to any recovery that the Plaintiff may receive under the Settlement as a Settlement Class Members, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves the payment of an enhancement award to Plaintiff JAMES BLACK in the reasonable amount of **\$6,000** \$.

12. The Court approves the payment of attorneys' fees to Class Counsel in the amount of **\$150,666.67** \$. Litigation expenses are approved by the Court in the following amount: **\$7,816.08** \$ is awarded to Moon & Yang, APC.

13. The Court approves and orders payment in the amount of **\$9,985.00** / \$ to Phoenix Settlement Administrators for performance of its services as the Settlement Administrator, as set forth in the Notice to the Class.

14. The Court approves and orders payment in the amount of **\$21,000.00** to the Labor and Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*).

15. Upon completion of administration of the Settlement, the Parties shall file a declaration stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement have been completed. In the event that any un-cashed or abandoned checks must be distributed to the approved cy pres recipient (the California State Bar's Justice Gap Fund, care of The State Bar of California, 180 Howard St., San Francisco, CA 94105) following the check negotiation period, the Settlement Administrator will cancel the tax documents associated with those un-cashed or abandoned checks, and the Parties will submit to the Court a revised Judgment that states the final disposition of all amounts under this Settlement, including the aggregate amount of all uncashed checks and any accrued interest, in compliance with California Code of Civil Procedure § 384. The Settlement Administrator shall not transmit any funds to the cy pres recipient until the Parties have provided to the Settlement Administrator a revised Judgment approving the final distribution of all Settlement funds, including the amount of unclaimed funds and accrued interest, if any, to be transmitted to the cy pres recipient. Any revised Judgment shall require that all unclaimed funds and any accrued interest shall be distributed to the cy pres recipient so that no additional funds from this Settlement remain in the custody of the Settlement Administrator.

16. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give notice of this final Order and Judgment to all Settlement Class Members by posting the Order and Judgment for 90 days on the Settlement Administrator's website.

17. The Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

### **JUDGMENT**

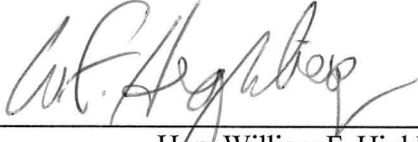
In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be entered whereby the Plaintiff and all Settlement Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement, which was previously filed, as Exhibit A to the Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class Action Settlement.

Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, Settlement Class Members, and Defendant, for the purposes of:

- (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
- (b) supervising distribution of amounts paid under this Settlement.

**IT IS SO ORDERED.**

Dated: 7/1/20

  
\_\_\_\_\_  
Hon. William F. Highberger  
LOS ANGELES COUNTY SUPERIOR COURT JUDGE



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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7<sup>th</sup> Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending [ ] the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] [ ] as stated on the attached service list:

Thomas S. Ingrassia  
Jennifer P. Suberlak  
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC  
11622 El Camino Real; Ste. 300  
San Diego, CA 92130  
Telephone: (858) 755-8500  
Facsimile: (858) 755-8504  
tingrassia@pettitkohn.com  
jsuberlak@pettitkohn.com

*Attorney for Defendant MISSION HEALTHCARE SERVICES, INC.*

☒ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[ ] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[ ] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

[ ] **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this court at whose direction the service was made, or I am a member of the bar of this court. Executed this **May 27, 2020** at Los Angeles, California.

07/02/2020  
\_\_\_\_\_  
Jackie Hernandez  
Type or Print Name

\_\_\_\_\_  
Signature