

FILED / ENDORSED
MAY - 9 2022
By A. O'Donnell, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MARION SCHWARZ, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

v.

TRIWEST HEALTHCARE ALLIANCE CORP., a Delaware corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 34-2019-00272292-CU-OE-GDS [Lead]
Consolidated with Case No. 34-2020-00283283

Honorable JILL H. TALLEY
Department 25

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

[Reservation ID: 2631245]

Hearing Date: May 4, 2022
Hearing Time: 9:00 a.m.
Hearing Place: Department 54

Complaint Filed: December 31, 2019
Jury Trial: None Set

RECEIVED
MAR 30 2022
83
CIVIL

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE

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 Christopher E. Krueger presiding, on May 4, 2022. The Court having considered
4 the papers submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 1. The following Class is conditionally certified for purposes of settlement only: all
6 persons who have been employed by TriWest Healthcare Alliance Corp. ("Defendant") as a non-
7 exempt employee in California during the Class Period ("Class"). The Class Period is the time
8 period from December 31, 2015 to August 31, 2021. ("Class Period").

9 2. The Court grants preliminary approval of the settlement based upon the terms set
10 forth in the Joint Stipulation and Settlement Agreement ("Settlement Agreement," "Settlement,"
11 or "Agreement") attached hereto as **Exhibit 1**. Capitalized terms shall have the definitions set
12 forth in the Settlement Agreement.

13 3. The Settlement appears to be fair, adequate, and reasonable to the Class. The
14 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject
15 only to any objections that may be raised at the final approval hearing and final approval by this
16 Court.

17 4. Plaintiffs Marion Schwarz and Kurt Leach ("Plaintiffs") are conditionally
18 approved as the Class Representatives for the Class.

19 5. The proposed Class Representative Enhancement Payment in the amount of
20 \$10,000 to each Plaintiff for their services as Class Representatives are conditionally approved.

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

23 7. The proposed payment of an Attorney Fee Award in an amount not to exceed
24 thirty-eight percent (38%) of the Gross Settlement Amount or \$1,197,000 and a Cost Award for
25 actual litigation costs to Class Counsel in the amount not to exceed \$25,000 are conditionally
26 approved.

27 ///

28 ///

1 8. A Final Approval hearing on the question of whether the Settlement Agreement,
2 the Attorney Fee Award, the Cost Award, and the Class Representative Enhancement Payments
3 should be finally approved as fair, reasonable, and adequate as to all Class Members who do not
4 submit a valid and timely request to exclude themselves from the Settlement (“Participating Class
5 Members”) is scheduled on the date and time set forth in Paragraph 15 below.

6 9. The Court confirms Phoenix Class Action Administration Solutions (“Phoenix”) as
7 the Settlement Administrator.

8 10. The proposed payment of Administration Costs is currently estimated at \$12,995,
9 but not to exceed \$15,000, to Phoenix for its services is conditionally approved.

10 11. The Court also hereby conditionally approves and orders payment from the Gross
11 Settlement Amount the Private Attorneys General Act of 2004 (“PAGA”) Payment of \$100,000,
12 seventy-five percent (75%) of which (\$75,000) shall be paid to the LWDA and twenty-five
13 percent (25%) of which (\$25,000) shall be distributed to the aggrieved employees eligible to
14 recover the PAGA Payment that consist of all current and former non-exempt employees who
15 worked for Defendant within the State of California between June 8, 2019 through August 31,
16 2021 (“Eligible Aggrieved Employees,” “PAGA Timeframe,” and “PAGA Payment”), on a pro
17 rata basis.

18 12. The Court approves, as to form and content, the Notice of Class Action Settlement
19 (“Class Notice”) as attached as **Exhibit A** to the Settlement Agreement. The Court also approves
20 the procedure for Class Members to participate in, to opt out of, and to object to the Settlement
21 as set forth in the Class Notice. The Court approves, as to the form and content, of the Election
22 Not To Participate or Opt-out Form (“Exclusion Form”) the Class Members may use to opt out
23 of the Settlement attached as **Exhibit B** to the Settlement Agreement.

24 13. The Court directs the mailing of the Class Notice to all identified Class Members
25 via first-class regular U.S. Mail in accordance with the implementation schedule set forth in
26 paragraph 15 below. The Court finds the dates selected for the mailing and distribution of the
27 Class Notice, as set forth in the Implementation Schedule, meet the requirements of due process
28

1 and provide the best notice practicable under the circumstances and shall constitute due and
2 sufficient notice to all persons entitled.

3 14. To facilitate administration of the Settlement Agreement pending final approval,
4 the Court hereby enjoins Plaintiffs and all Participating Class Members from filing or prosecuting
5 any claims, suits or administrative proceedings (including, but not limited to, filing claims with
6 the Division of Labor Standards Enforcement of the California Department of Industrial
7 Relations) released by the Settlement Agreement (the Released Claims and the PAGA Released
8 Claims) unless and until such Participating Class Members have filed valid requests for exclusion
9 with the Settlement Administrator and the time for filing valid requests for exclusion with the
10 Settlement Administrator has not elapsed.

11 ///

12 ///

13 ///

1 15. The Court orders the following Implementation Schedule for further
2 proceedings:

3
4
5
6
7
8
9
10
11
12
13
14
15

a.	Deadline for Defendant to submit Database to Settlement Administrator	Within Twenty-One (21) calendar days after entry of the Preliminary Approval Order
b.	Deadline for Settlement Administrator to mail the Class Notice to Class Members	Within fourteen (14) calendar days after the Settlement Administrator's receipt of the Class List
c.	Deadline for Class Members to request for exclusion from Settlement or postmark objections to Settlement to the Settlement Administrator	Forty-five (45) calendar days from the initial mailing of the Class Notice
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure § 1005
f.	Deadline for Class Counsel to file Motion for Attorney Fee Award, Cost Award, and Class Representative Enhancement Payments	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure § 1005
g.	Final Approval Hearing and Final Approval	<u>11/4/22</u> at 9:00 a.m. in Department 25

16 IT IS SO ORDERED.

17
18 Dated: 5/9/2022

19 BY: Jill Talley

Honorable JILL H. TALLEY
20 Judge of the Superior Court

