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10 Attorneys for PLAINTIFFS
11 JULIE SAMORA and TIANA BEARD,
individually and on behalf of others similarly
12 situated

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA

15 JULIE SAMORA and TIANA BEARD,
16 individually, and on behalf of others
17 similarly situated,

18 Plaintiff,

19 vs.

20 CHASE DENNIS EMERGENCY
MEDICAL GROUP, INC., a California
21 Corporation; TEAM HEALTH
HOLDINGS, LLC, a Delaware
22 corporation; and DOES 1 through 50,

23 Defendants.
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Case No. 5:20-cv-02027-BLF

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: July 28, 2022
Time: 9:00 a.m.
Courtroom: 3 – 5th Floor

Action Filed: February 7, 2020
Removal Filed: March 23, 2020
FAC Filed: April 20, 2020
Trial Date: November 28, 2022

~~PROPOSED~~ ORDER

1
2 This matter came before the Court for a hearing on the Motion for Final Approval of Class
3 Action Settlement. Due and adequate notice having been given to Class Members as required by
4 the Court’s March 17, 2022 Order Granting Preliminary Approval (Dkt. No. 77), and the Court
5 having considered all papers filed and proceedings herein, and having received no objections to
6 the settlement, and determining that the settlement is fair, adequate, and reasonable, and
7 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED AS**
8 **FOLLOWS:**

9 1. For the reasons set forth in the Preliminary Approval Order and in the transcript of
10 the proceedings of the Preliminary Approval hearing, which are adopted and incorporated herein
11 by reference, this Court finds that the requirements of Rule 23 have been satisfied.

12 2. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Joint Stipulation of Class Action Settlement and Release of Claims (“Stipulation”) filed in this
14 Action.

15 3. The Court finds that it has jurisdiction over the subject matter of the action and
16 over all parties to the action, including all members of the Settlement Class.

17 4. The Notice of Class Action Settlement fully and accurately informed Class
18 Members of all material elements of the proposed settlement and of their opportunity to opt out or
19 object; was the best notice practicable under the circumstances; was valid, due, and sufficient
20 notice to all Class Members; and complied fully with the laws of the United States of America
21 and due process. The class notice fairly and adequately described the settlement and provided
22 Class Members with adequate instructions and a variety of means to obtain additional
23 information.

24 5. Class Members were given a full opportunity to participate in the Final Approval
25 hearing, and all Class Members and other persons wishing to be heard have been heard.
26 Accordingly, the Court determines that all Class Members who did not timely and properly opt-
27 out of or request exclusion from the settlement are bound by this Order.
28

1 6. The Court has considered all relevant factors for determining the fairness of the
2 settlement and has concluded that all such factors weigh in favor of granting final approval. In
3 particular, the Court finds that the settlement was reached following meaningful discovery and
4 investigation conducted by Class Counsel; that the settlement is the result of serious, informed,
5 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
6 settlement are in all respects fair, adequate, and reasonable.

7 7. In so finding, the Court has considered all evidence presented, including evidence
8 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims
9 presented; the likely duration of further litigation; the amount offered in settlement; the extent of
10 investigation and discovery completed; and the experience and views of counsel. The Parties have
11 provided the Court with sufficient information about the nature and magnitude of the claims
12 being settled, as well as the impediments to recovery, to make an independent assessment of the
13 reasonableness of the terms to which the Parties have agreed.

14 8. Accordingly, the Court hereby approves the settlement as set forth in the
15 Stipulation and expressly finds that the settlement is, in all respects, fair, reasonable, adequate,
16 and in the best interests of the entire Settlement Class and hereby directs implementation of all
17 remaining terms, conditions, and provisions of the Stipulation. The Court also finds that
18 settlement now will avoid additional and potentially substantial litigation costs, as well as delay
19 and risks if the Parties were to continue to litigate the case. Additionally, after considering the
20 monetary recovery provided by the settlement in light of the challenges posed by continued
21 litigation, the Court concludes that the settlement provides Class Members with fair and adequate
22 relief.

23 9. The Stipulation is not an admission by Defendants or by any other released party,
24 nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
25 any other released party. Neither this Order, the Stipulation, nor any document referred to herein,
26 nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
27 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
28 against Defendants or any of the other released parties.

1 10. Final approval shall be with respect to: All persons who were employed in hourly,
2 non-exempt positions at Defendants’ facilities in the State of California at any time during the
3 time period from February 7, 2016 through February 22, 2022.

4 11. Plaintiffs Julie Samora and Tiana Beard (collectively, “Plaintiffs”) are suitable
5 representatives and are hereby appointed the representatives for the Settlement Class. The Court
6 finds that Plaintiffs’ investment and commitment to the litigation and its outcome ensured
7 adequate and zealous advocacy for the Settlement Class, and that Plaintiffs’ interests are aligned
8 with those of the Settlement Class.

9 12. The Court finds that the attorneys at Matern Law Group, PC have the requisite
10 qualifications, experience, and skill to protect and advance the interests of the Settlement Class.
11 The Court therefore finds that this law firm satisfies the professional and ethical obligations
12 attendant to the position of Class Counsel, and hereby appoints them counsel for the Settlement
13 Class.

14 13. The Court approves settlement administration costs and expenses to be paid from
15 the Gross Settlement Amount in the amount of \$11,000 to Phoenix Class Action Administration
16 Solutions.

17 14. The Court finds that the Settlement Agreement’s payment of \$300,000 to the
18 California Labor Workforce Development Agency (“LWDA”) is appropriate and orders such
19 payment to the LWDA to be paid from the Gross Settlement Amount.

20 15. Defendants shall pay Class Members pursuant to the procedure described in the
21 Stipulation.

22 16. Defendants shall separately pay their share of payroll taxes in addition to the Gross
23 Settlement Amount.

24 17. All Class Members were given a full and fair opportunity to participate in the
25 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.
26 Members of the Settlement Class also have had a full and fair opportunity to exclude themselves
27 from the proposed settlement and the class. Accordingly, the terms of the Stipulation and of the
28 Court’s Order shall be forever binding on all Class Members who did not timely and properly opt

1 out of the settlement. These Class Members have released and forever discharged the
2 Defendants for any and all Released Claims.

3 18. Without affecting the finality of this Order, the Court shall retain exclusive
4 and continuing jurisdiction over the above-captioned action and the parties, including all
5 Class Members, for purposes of enforcing the terms of the Order entered herein and any
6 Judgment entered.

7 19. The Parties are to provide a final report and accounting 30 days after payment to
8 class members.

9 20. The Court directs that a judgment shall be entered in accordance with the terms
10 of this Order.

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12 **IT IS SO ORDERED.**

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14 DATED: July 29, 2022



HON. BETH LABSON FREEMAN
UNITED STATES DISTRICT JUDGE

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