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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
similarly situated,

17 Plaintiff,

18 vs.

19 CHASE DENNIS EMERGENCY
20 MEDICAL GROUP, INC., a California
Corporation; TEAM HEALTH
21 HOLDINGS, LLC, a Delaware
corporation; and DOES 1 through 50,
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23 Defendants.
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Case No. 5:20-cv-02027-BLF

~~PROPOSED~~ FINAL JUDGMENT

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

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~~PROPOSED~~ FINAL JUDGMENT

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

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Joint Stipulation of Class Action Settlement and Release of Claims (“Stipulation”) filed in this Action.
2. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.
3. The Notice of Class Action Settlement fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the United States of America and due process. The class notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.
4. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt-out of or request exclusion from the settlement are bound by this Judgment.
5. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation conducted by Class Counsel; that the settlement is the result of serious, informed,

1 adversarial, and arm’s-length negotiations between the Parties; and that the terms of the
2 settlement are in all respects fair, adequate, and reasonable.

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

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

19 8. The settlement is approved with respect to: All persons who were employed in
20 hourly, non-exempt positions at Defendants’ facilities in the State of California at any time during
21 the time period from February 7, 2016 through February 22, 2022.

22 9. Plaintiffs Julie Samora and Tiana Beard (collectively, “Plaintiffs”) are suitable
23 representatives and are hereby appointed the representatives for the Settlement Class. The Court
24 finds that Plaintiffs’ investment and commitment to the litigation and its outcome ensured
25 adequate and zealous advocacy for the Settlement Class, and that Plaintiffs’ interests are aligned
26 with those of the Settlement Class.

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1 10. The Court hereby approves a Class Representative Service Award in the amount of
2 \$5,000 to Plaintiff Tiana Beard and \$7,500 to Plaintiff Julie Samora for
3 their service as class representatives, to be paid from the Gross Settlement Amount.

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

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

12 13. The Court finds that Class Counsel has incurred \$60,023.94 in costs and expenses.
13 Such costs and expenses were reasonably incurred in prosecuting this Action on behalf of
14 the Aggrieved Employees. Pursuant to the Stipulation, the Court awards Class Counsel
15 \$60,000 in costs and expenses, to be paid from the Gross Settlement Amount.

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

19 15. The Court finds that a reasonable award of attorneys' fees is \$1,372,000, which
20 is 28% of the Gross Settlement Amount. The Court awards Class Counsel
21 \$1,372,000 in attorneys’ fees to be paid from the Gross Settlement Amount.

22 16. Defendant shall pay Class Members pursuant to the procedure described in the
23 Settlement Agreement.

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1 17. Defendants shall separately pay their share of payroll taxes in addition to the Gross
2 Settlement Amount.

3 18. All Class Members were given a full and fair opportunity to participate in the
4 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.
5 Members of the Settlement Class also have had a full and fair opportunity to exclude themselves
6 from the proposed settlement and the class. Accordingly, the terms of the Stipulation and of the
7 Court's Order shall be forever binding on all Class Members who did not timely and properly opt
8 out of the settlement. These Class Members have released and forever discharged the Defendants
9 for any and all Released Claims.

10 19. Without affecting the finality of this Judgment, the Court shall retain exclusive
11 and continuing jurisdiction over the above-captioned action and the parties, including all
12 Class Members, for purposes of enforcing the terms of the Judgment entered herein.

13 20. The Court hereby enters judgment for Plaintiffs and the Class Members in
14 accordance with the terms of the Stipulation

15 21. This Judgment is intended to be a final disposition of the Action and is intended to
16 be immediately appealable.

17 22. The Court directs that a judgment shall be entered in accordance with the terms of
18 this Judgment.

19 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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21 DATED: July 29, 2022



HON. BETH LABSON FREEMAN
UNITED STATES DISTRICT JUDGE