

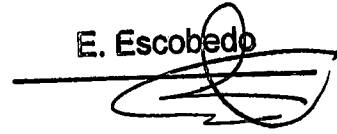
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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

AUG 09 2023

E. Escobedo



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AUG 10 2023  
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF RIVERSIDE**

10 REGINIA SAM, individually, and on behalf of  
11 other members of the general public similarly  
12 situated and on behalf of other aggrieved  
13 employees pursuant to the California Private  
14 Attorneys General Act;

15 Plaintiff,

16 vs.

17 CONCORDANCE HEALTHCARE  
18 SOLUTIONS, LLC, an unknown business  
19 entity; and DOES 1 through 100, inclusive,

20 Defendants.

Case No.: CVRI2102017

Honorable Harold Hopp  
Department 1

**CLASS ACTION**

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

Date: August 1, 2023  
Time: 8:30 a.m.  
Department: 1

Complaint Filed: April 29, 2021  
FAC Filed: March 9, 2022  
Trial Date: None Set

1 This matter has come before the Honorable Harold Hopp in Department 1 of the above-  
2 entitled Court, located at 4050 Main St., Riverside, California 92501, on Plaintiff Regina Sam's  
3 ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and  
4 Enhancement Payment ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on  
5 behalf of Plaintiff, and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared on behalf of  
6 Defendant Concordance Healthcare Solutions, LLC ("Defendant").

7 On March 14, 2023, the Court entered the Order Granting Preliminary Approval of Class  
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement  
9 of the above-entitled action ("Action") in accordance with the First Amended Joint Stipulation of  
10 Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement  
11 Agreement"), which is attached as "EXHIBIT 3" to the Declaration of Joanna Ghosh in Support  
12 of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, which, together with  
13 the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement  
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil  
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is  
25 hereby defined to include:

26 All current and former non-exempt employees who were employed by Defendant  
27 within the State of California at any time during the period from April 29, 2017  
28 through January 12, 2022 ("Class" or "Class Members").

1           4.       The Notice Packet, comprised of the Notice of Class Action Settlement (“Class  
2 Notice”), Exclusion Form (“Exclusion Form”), and Objection Form (“Objection Form”), that was  
3 provided to the Class Members, fully and accurately informed the Class Members of all material  
4 elements of the Settlement and of their opportunity to participate in, object to or comment thereon,  
5 or to seek exclusion from, the Class Settlement; was the best notice practicable under the  
6 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with  
7 the laws of the State of California, the United States Constitution, due process and other applicable  
8 law. The Notice Packet fairly and adequately described the Settlement and provided the Class  
9 Members with adequate instructions and a variety of means to obtain additional information.

10           5.       Pursuant to California law, the Court hereby grants final approval of the Settlement  
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
12 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
13 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the  
14 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that  
15 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the  
16 Court has considered all of the evidence presented, including evidence regarding the strength of  
17 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of  
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery  
19 completed; and the experience and views of Class Counsel. The Court has further considered the  
20 absence of objections to and requests for exclusion from the Class Settlement submitted by Class  
21 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance  
22 with the Settlement Agreement and the following terms and conditions.

23           6.       A full opportunity has been afforded to the Class Members to participate in the  
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
26 the Class Settlement. Accordingly, the Court determines that all Class Members who did not  
27 submit a timely and validly Request for Exclusion (“Settlement Class Members”) are bound by  
28 this Final Approval Order and Judgment and the State of California and all non-exempt

1 employees who were employed by Defendant in California at any time during the period from  
2 September 7, 2019 through January 12, 2022 (“PAGA Employees”) are bound by the PAGA  
3 Settlement and this Final Approval Order and Judgment.

4 7. The Court finds that payment of Settlement Administration Costs in the amount of  
5 \$7,000.00 is appropriate for the services performed and costs incurred and to be incurred for the  
6 notice and settlement administration process. It is hereby ordered that the Settlement  
7 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the  
8 amount of \$7,000.00, in accordance with the terms and methodology set forth in Settlement  
9 Agreement.

10 8. The Court finds that the Enhancement Payment sought is fair and reasonable for  
11 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement  
12 Administrator issue payment in the amount of ~~\$7,500.00~~<sup>5,000</sup> to Plaintiff Regina Sam for her  
13 Enhancement Payment, according to the terms and methodology set forth in the Settlement  
14 Agreement.

15 9. The Court finds that the allocation of \$67,500.00 toward penalties under the  
16 California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and  
17 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
18 Amount as follows: the amount of \$50,625.00 to the California Labor and Workforce Development  
19 Agency (“LWDA Payment”), and the amount of \$16,875.00 to be distributed on a *pro rata* basis  
20 to PAGA Employees (“PAGA Employee Amount”), according to the terms and methodology set  
21 forth in the Settlement Agreement.

22 10. The Court finds that the request for attorneys’ fees in the amount of ~~\$157,500.00~~<sup>9,000</sup> to  
23 Class Counsel falls within the range of reasonableness, and the results achieved justify the award  
24 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and  
25 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the  
26 amount of ~~\$157,500.00~~<sup>9,000</sup> to Class Counsel for attorneys’ fees, in accordance with the terms and  
27 methodology set forth in the Settlement Agreement.

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1           11.     The Court finds that reimbursement of litigation costs and expenses in the amount  
2 of \$12,882.24 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
3 Settlement Administrator issue payment in the amount of \$12,882.24 to Class Counsel for  
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set  
5 forth in the Settlement Agreement.

6           12.     The Court hereby enters Judgment by which (i) Settlement Class Members shall be  
7 conclusively determined to have given a release of any and all Released Class Claims against the  
8 Released Parties, as set forth in the Settlement Agreement and Class Notice, (ii) Plaintiff and the  
9 State of California with respect to the PAGA Employees shall be conclusively determined to have  
10 given a release of any and all Released PAGA Claims, against the Released Parties, as set forth in  
11 the Settlement Agreement and Class Notice, and (iii) Plaintiff shall be conclusively determined to  
12 have given a general release of all claims, known and unknown, against the Released Parties, as  
13 set forth in the Settlement Agreement. This Judgment shall have res judicata effect.

14           13.     It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount  
15 plus an amount sufficient for Employer Taxes into an account established by the Settlement  
16 Administrator within thirty (30) calendar days after the Effective Date, in accordance with the  
17 terms and methodology set forth in the Settlement Agreement.

18           14.     It is hereby ordered that the Settlement Administrator shall distribute Individual  
19 Settlement Payments to the Settlement Class Members and Individual PAGA Payments to PAGA  
20 Employees within seven (7) calendar days after Defendant funds the Maximum Settlement  
21 Amount, according to the methodology and terms set forth in the Settlement Agreement. It is  
22 hereby ordered than any envelope transmitting a Settlement check to a Class Member shall bear  
23 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

24           15.     It is hereby ordered that if (i) any of the Settlement Class Members or PAGA  
25 Employees are current employees of the Defendant, (ii) the distribution mailed to those employees  
26 is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement  
27 Administrator is unable to locate a valid mailing address, the Settlement Administrator shall  
28

1 arrange with the Defendant to have those distributions delivered to the employees at their place of  
2 employment.

3 16. Each Individual Settlement Payment and Individual PAGA Payment check will be  
4 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks  
5 are issued, and thereafter, shall be cancelled. All funds represented by uncashed checks  
6 remaining in the qualified settlement account established by the Settlement Administrator shall  
7 be distributed to the Controller of the State of California to be held pursuant to the Unclaimed  
8 Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those Settlement Class  
9 Members and PAGA Employees who did not cash their checks until such time that they claim  
10 their property. It is hereby ordered that the Settlement Administrator shall mail a reminder  
11 postcard to any Settlement Class Member or PAGA Employee whose Settlement check has not  
12 been negotiated within sixty (60) calendar days after the date of the mailing.

13 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules  
14 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
15 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and  
16 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
17 any dispute arising from or in connection with the distribution of settlement benefits.

18 18. Notice of entry of this Final Approval Order and Judgment shall be given to the  
19 Class Members by posting a copy of the Final Approval Order and Judgment on the Settlement  
20 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of  
21 this Final Approval Order and Judgment. Individualized notice is not required.

22 19. A Final Report (Nonappearance) Hearing is set for March 19<sup>th</sup>, 2024 at  
23 8:30 a.m. p.m. in Department 1 of the Riverside County Superior Court, located at 4050  
24 Main St., Riverside, California 92501. The deadline for Class Counsel to file a declaration from  
25 the Settlement Administrator concerning the total amount that was actually paid to the Settlement  
26 Class Members and PAGA Employees is 3/12/24. The declaration shall describe  
27 the date the checks were mailed, the total number of checks mailed to Settlement Class Members  
28 and PAGA Employees, the average amount of those checks, the number of checks that remain

1 uncashed, the total value of those uncashed checks, the average amount of the uncashed checks,  
2 and the nature and date of the disposition of those unclaimed funds, and if Code of Civil Procedure  
3 section 384.5 is applicable, the declaration shall be accompanied by a proposed amended judgment  
4 that complies with that section.

5 20. The Agreement and this Settlement are not an admission by Defendant, nor is this  
6 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any  
7 wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for  
8 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any  
9 document referred to herein, nor any action taken to carry out the Agreement is, may be construed  
10 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability  
11 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or  
12 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,  
13 an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding  
14 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval  
15 Order and Judgment, the Settlement Agreement, or any other papers and records on file in the  
16 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,  
17 release, or other theory of claim or issue preclusion or similar defense as to the Released Class  
18 Claims, Released PAGA Claims, and/or Plaintiff's released claims.

19 21. If the Settlement Agreement does not become final and effective in accordance with  
20 the terms of the Settlement Agreement, then this Final Approval Order and Judgment, and all  
21 orders entered in connection herewith, shall be rendered null and void and shall be vacated, and  
22 the Parties shall revert to their respective positions as of before entering into the Settlement  
23 Agreement, and expressly reserve their respective rights regarding the prosecution and defense of  
24 this Action, including all available defenses and affirmative defenses, and arguments that any  
25 claim in the Action could not be certified as a class action and/or managed as a representative  
26 action.

27 Dated: 8/4/23

  
HONORABLE HAROLD HOPP  
JUDGE OF THE SUPERIOR COURT