

FILED
Clerk of the Superior Court

OCT 21 2022

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JANINE GARCIA, Individually and on behalf
of all similarly-situated employees of
Defendants in the State of California,

Plaintiffs,

v.

RESPIRONICS CALIFORNIA, LLC and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2020-00013942-CU-OE-CTL

Unlimited Civil - Amount Demanded
Exceeds \$25,000.00

IMAGED FILE

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, AN AWARD FOR
ATTORNEY'S FEES AND COSTS, AND
SERVICE AWARD; AND JUDGMENT
ENFORCING THE TERMS OF THE
SETTLEMENT AND RETAINING
JURISDICTION**

Hearing Date: October 21, 2022

Time: 9:00 A.M.

Judge: James A Mangione

Dept: C-75

Complaint Filed: March 12, 2020

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SAN DIEGO, CA 92101

1. Whether the proposed Settlement of the claims asserted by Plaintiff on behalf of the conditionally-certified Class in the above-captioned lawsuit (the "Litigation"), on the terms set forth in the Stipulated Settlement Agreement and Release of Claims ("Settlement Agreement" or "Settlement"), and the exhibits thereto, was made in good faith and is fair, reasonable, and adequate and should be finally approved by the Court;

2. Whether, pursuant to the terms of the proposed Settlement, a Judgment should be entered against of Defendant Respiroics California LLC (hereinafter "Defendant"); and

3. If the Settlement is approved, whether the attorney's fees and costs sought by Class Counsel, and the service award sought by the Class Representative, the claims administrator's fees, and the PAGA payment should be approved.

The Court, having heard all persons properly appearing and requesting to be heard; having considered the papers submitted in support of the proposed Settlement and the oral presentations of counsel; having considered all applicable law; and having been advised that no objections and no requests for exclusions were made to the proposed Settlement finds that the Settlement should be approved in its entirety and that there is no just reason for delay of the entry of this Final Order Approving Class Action Settlement. The Final Order adopts and incorporates the Settlement Agreement, the terms defined therein, and all exhibits thereto.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court finds that it has personal jurisdiction over all members of the Class, and that it has subject matter jurisdiction over all claims being settled and to approve the Settlement Agreement and all exhibits thereto.

2. The Court gives Final Approval to the Settlement as fair, reasonable, and adequate as to each of the Parties, and consistent and in compliance with all requirements of California law, as to, and

1 in the best interest of, each of the Parties and the members of the Class and directs the Parties and their
2 counsel to implement and consummate the Settlement Agreement in accordance with its terms and
3 provisions. The relief with respect to the Class is appropriate, as to the individual members of the Class
4 and as a whole.

5 3. The Court finds that the notice program implemented pursuant to the Settlement
6 Agreement, including the procedures approved by the Court's May 13, 2022 Order (i) constituted the
7 best practicable notice, (ii) was reasonably calculated, under the circumstances, to apprise members of
8 the Class of the pendency of the Litigation, their right to object or exclude themselves from the proposed
9 Settlement, and to appear at the Final Approval Hearing, and their right to seek monetary and other
10 relief, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to
11 receive notice, and (iv) met all applicable requirements of due process and any other applicable
12 requirements under California law.

13 4. Solely for the purposes of effectuating the Settlement, this Court has concluded that
14 certification of the Class is appropriate and hereby certifies the Class defined below (and in the
15 Settlement Agreement) and further concludes that this definition is sufficient for purposes of California
16 Rules of Court 3.765(a) and 3.771 and that the Settlement Agreement is binding on all Class Members
17 of the class set forth in the Settlement Agreement (and as defined as follows):

18 Settlement Class:

19 All persons who worked for Defendant as Customer Advocate-Complaint Specialists and
20 Complaint Investigators or employees with similar job profiles and job duties in California
21 at any time from March 12, 2016 through February 10, 2022. (The "Settlement Class")

22 5. The Court finds that Plaintiff and Class Counsel adequately represented the Class for the
23 purpose of entering into and implementing the Settlement.

24 6. The Court finds that no objections were submitted to the Settlement, and no individuals
25 opted out.

26 7. The Court adjudges that upon the Effective Date Plaintiff and the participating Class
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1 Members have fully, finally, and conclusively compromised, settled, discharged, dismissed, and
2 released any and all Released Claims as provided in the Settlement Agreement. Nothing in this Final
3 Order nor any aspect of this Settlement is to be offered as evidence of, or construed or deemed as an
4 admission of, liability, culpability, negligence, or wrongdoing on the part of any Defendant or its
5 employees, agents or any related entity. Without limiting the generality of the foregoing, nothing about
6 this Final Order or the settlement shall be offered or construed as an admission or evidence of the
7 propriety or feasibility of certifying a class in this lawsuit or any other action for adversarial, rather than
8 settlement, purposes and nothing herein shall be offered or construed as an admission or evidence of
9 impropriety or wrongdoing by Defendants.

10 8. The Court approves the Settlement in the amount of \$135,000. The Court further
11 approves the payment to Class Counsel of attorney's fees in the amount of \$45,000 to ShortLegal, APC
12 and reimbursement of litigation costs in the amount of \$10,000 to ShortLegal, APC. The attorney's fees
13 and litigation expenses shall be paid in accordance with the terms of the Settlement to a Qualified
14 Settlement Fund as defined under Section 486B of the Internal Revenue Code. Counsel may choose to
15 receive attorney's fees in periodic payments via a structured settlement. The Court authorizes the Class
16 Administrator to execute documents and take such actions as may be necessary to effectuate any such
17 structured settlement at Plaintiff's counsel expense. The Parties are to bear their own attorney's fees and
18 costs except as otherwise provided in this paragraph pursuant to the settlement. The Court further
19 approves payment of the individual service award in amount of \$7,500 for the Class Representative
20 Janine Garcia be paid out of the Gross Fund Value Amount in recognition of her services on behalf of
21 the Class in this Action which is in addition to her payments as a participating claimant. The service
22 award shall be paid in accordance with the terms of the Settlement.

23 9. The Court further approves payment as and for the PAGA recovery in the amount of
24 \$5,000.00 of which 75% (\$3,750) shall be forwarded to the Labor and Workforce Development Agency,
25 and of which the remaining 25% (\$1,250) shall be distributed to the Class Members as provided in the
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1 Settlement Agreement.

2 10. The Court approves the payments to Participating Class Members according to the terms
3 set forth in the Settlement and in accordance with the terms of the Settlement. Defendant shall be
4 responsible for paying the employer's share of payroll taxes on any amounts allocated as wages. Each
5 Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any
6 applicable taxes which may be owed on the portion of his or her Settlement Payment or Class
7 Representative Service Award.

8 11. The Court approves the payment to Claim Administrator, Phoenix Settlement
9 Administrators in the amount of \$3,000.00 for its services associated with the administration of this
10 Settlement.

11 12. Without affecting the finality of the Final Order for purposes of appeal, the Court reserves
12 jurisdiction over the Parties as to all matters relating to the administration, consummation, enforcement,
13 and interpretation of the terms of the Settlement Agreement and the Final Order and for any other
14 necessary purposes.

15
16 **IT IS SO ORDERED.**

17
18 Dated: OCT 21 2022

JAMES A. MANGIONE

HON. JAMES MANGIONE
JUDGE OF THE SUPERIOR COURT