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FRESNO COUNTY SUPERIOR COURT
By: Louana Peterson, Deputy

FILED

OCT 21 2022

FRESNO COUNTY SUPERIOR COURT
By: _____ DEPT. 502

11 **IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF FRESNO**

13 * * *

14 DANELLE EDWARDS, an individual

15 Plaintiff,

16 vs.

17 HEALTHCOMP, LLC., a California limited
18 liability company; and DOES 1 through 50,
19 inclusive,

20 Defendants.

Case No. 20CECG02338

CLASS ACTION

**[PROPOSED] AMENDED ORDER
GRANTING FINAL APPROVAL OF
STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND
FINAL JUDGMENT**

Date: October 20, 2022
Time: 3:30 p.m.
Dept.: 502
Judge: Hon. Rosemary McGuire

Complaint Filed: August 10, 2020

1 **TO ALL PARTIES AND COUNSEL OF RECORD:**

2 The Plaintiff's Motion for Approval of Stipulation of Class Action and PAGA Settlement
3 and Plaintiff's concurrently filed Motion for Attorneys' Fees and Costs came before this Court,
4 the Honorable Rosemary McGuire presiding, on October 20, 2022.

5 Having received and considered the Stipulation of Class Action and PAGA Settlement
6 ("the Settlement"), a copy of which was attached as Exhibit 1 to the Declaration of Jared Hague
7 filed in support of Plaintiff's Motion for Preliminary Approval, the supporting papers filed by the
8 parties, the Motion for Final Approval of Class Action Settlement and Release, the Motion for
9 Attorneys' Fees and Costs, the Supplemental Declaration of Jared Hague filed under seal and
10 lodged with the Court, and the evidence and argument received by the Court at the hearing before
11 it entered the Preliminary Approval Order and at the final approval hearing, the Court grants final
12 approval of the Settlement and HEREBY ORDERS and MAKES DETERMINATIONS as
13 follows:

14 1. That the Settlement, and the obligations of the Parties set forth therein, is fair,
15 reasonable, and is an adequate settlement of this case and is in the best interests of the Settlement
16 Class in light of the factual, legal, practical, and procedural considerations raised by this case. This
17 Court hereby grants final approval of the Settlement and directs the Parties to effectuate the
18 Settlement according to its terms. The Settlement is hereby deemed incorporated herein as if
19 expressly set forth, and has the full force and effect of an order and judgment of this Court.

20 2. The Court finds that the distribution of the Notice of Settlement constituted the best
21 notice practicable under the circumstances to all Class Members and fully met the requirements of
22 due process under California law. Having found that the Parties and their counsel took extensive
23 efforts to locate and inform all members of the Class of the Settlement, and given that no Class
24 Members have filed any objections to the Settlement, the Court finds and orders that no additional
25 notice is necessary.

26 3. For purposes of effectuating this Order (including the Released Claims), this Court
27 has certified the following class: All current and former non-exempt California employees of
28 HealthComp employed at any time from August 10, 2016 to the date of preliminary approval of

1 the Settlement, June 30, 2022.

2 4. For purposes of certifying the Settlement Class and approving this settlement only,
3 the Court concludes as follows: (i) the Settlement Class Members are ascertainable and so
4 numerous that joinder is impracticable; (ii) there are questions of law or fact common to the
5 Settlement Class Members, and there is a well-defined community of interest among the
6 Settlement Class Members with respect to the subject matter of the Action; (iii) the claims of the
7 Class Representative is typical of the claims of the Settlement Class Members; (iv) the Class
8 Representative has fairly and adequately protected the interests of Class Members; (v) a class
9 action is superior to the other available methods of efficient adjudication of this controversy; and
10 (vi) Class Counsel is qualified to serve as counsel for Plaintiff in her individual and representative
11 capacities and for the Settlement Class.

12 5. Pursuant to CRC 3.771, the judgment in this action shall be binding on Plaintiff
13 Danelle Edwards ("Plaintiff") and all members of the Settlement Class as set forth in the
14 Settlement as to the Released Claims as that term is defined by the Settlement. These individuals
15 shall be referred to herein as the "Participating Class Members." The Participating Class Members
16 hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised,
17 relinquished and discharged any and all of the Released Parties (as defined in the Settlement) of
18 and from any and all Released Claims (as defined in the Settlement).

19 6. Neither the Settlement Agreement nor the Settlement contained therein, nor any act
20 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
21 Settlement (i) is or may be deemed to be or may be used by the plaintiff or Participating Class
22 Members as an admission of, or evidence of, the validity of any of the Class Members' Released
23 Claims, or of wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is
24 or may be deemed to be or may be used by the plaintiff or Participating Class Members as an
25 admission of, or evidence of, any fault or omission of Defendant or any of the other Released
26 Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or
27 other tribunal. Defendant or any of the other Released Parties may file the Settlement Agreement
28 and/or the Order from this Action in any other action that may be brought against it or them in order

1 to support a defense or counterclaim based on the principles of *res judicata*, collateral estoppel,
2 release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion
3 or issue preclusion or similar defense or counterclaim.

4 7. The funding of the Settlement shall be carried out in accordance with the terms of
5 the Settlement, and the Settlement Administrator shall thereafter distribute the Settlement
6 Payments in the manner set forth in the Settlement. The Settlement Amount to be paid under the
7 Settlement Agreement is \$1,115,000. The Court finds the Settlement Amount is fair, reasonable,
8 and adequate. No person shall have any claim against Defendant, Class Counsel, Defendant's
9 counsel, or any other agent designated by Plaintiff or Defendant based upon the distribution of
10 Settlement Payments made substantially in accordance with the Settlement or further orders of the
11 Court. The Parties are to bear their own costs, except as otherwise provided in the Settlement
12 Agreement and approved herein.

13 8. Defendant shall fund the Qualified Settlement Fund pursuant to the terms of the
14 Settlement Agreement within fourteen business days after the Effective Date of that Agreement.
15 No later than ten (10) calendar days after the deposit of Defendant's payment of the Gross
16 Settlement Amount into the Qualified Settlement Fund, the Settlement Administrator is directed
17 to mail the Individual Gross Settlement Payments, the Individual PAGA Payments, the payment
18 for the attorneys' fees and costs to Class Counsel, the portion of PAGA Award allocated to the
19 LWDA, and to pay itself the Settlement Administration Costs, as approved herein. The payments
20 sent to Class Members and members of the PAGA Group shall be accompanied by a cover letter
21 that specifies that the payment resolves the PAGA Group's PAGA claims. This letter shall be
22 drafted by Class Counsel and subject to the review and approval of Defendant. Concurrently with
23 the mailing of the Individual Gross Settlement Payments, the Settlement Administrator is to
24 include a Notice of Entry of Judgment to all Participating Class Members.

25 9. Plaintiff requests, and Defendant does not oppose, an award of attorneys' fees equal
26 to \$371,629 (i.e., 1/3 of the Gross Settlement Amount). The Court finds that this is fair and
27 reasonable, and grants the award of attorneys' fees in the full amount of \$371,629.

28 10. Plaintiff also requests, and Defendant does not oppose, reimbursement of litigation

1 costs in the amount of \$7,264.57 as permitted under the Settlement. The Court finds that this is
2 fair and reasonable, and grants the reimbursement of costs in the full amount of \$7,264.57.

3 11. The Court approves as fair and reasonable an award of Settlement Administrator's
4 costs in the amount of \$8,995 to Simpluris, Inc.

5 12. The Court finds and determines that the payment to be made to the California Labor
6 and Workforce Development Agency ("LWDA") to satisfy alleged Labor Code violations
7 pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") in the sum of
8 \$56,250, equating to 75% of the allocation of \$75,000 to Plaintiff's claims under PAGA, is fair
9 and reasonable.

10 13. Pursuant to California Rules of Court, Rule 3.769(h), the Court hereby enters a final
11 judgment and dismisses with prejudice Plaintiff's Causes of Action One through Six and Eighteen
12 through Twenty-Six. The Court reserves exclusive and continuing jurisdiction over the litigation,
13 the Class Representative and the members of the Class and Defendant for purposes of supervising
14 the implementation, enforcement, construction, administration and interpretation of the Settlement
15 and this Order granting final approval.

16 14. The Court finds that California Rule of Court 3.770(a) is satisfied with respect to
17 Plaintiff's individual Causes of Action Seven through Seventeen. The Court dismisses with
18 prejudice Plaintiff's individual Causes of Action Seven through Seventeen.

19 15. The Court hereby sets an OSC Re: Compliance with Terms of Settlement to be
20 heard on October 19, 2023 at 3:30 pm in Department 502 of this Court.
21 Plaintiff is instructed to file a declaration regarding compliance with the terms of the settlement
22 and disbursement of the settlement funds by September 28, 2023. Upon receipt
23 of the declaration, the Court may discharge the OSC.

24
25 **IT IS SO ORDERED.**

26 Dated: 10/21/22

27 Rosemary McGuire
HON. ROSEMARY MCGUIRE