

1 DOUGLAS HAN (SBN 232858)  
2 SHUNT TATAVOS-GHARAJEH (SBN 272164)  
3 PHILLIP SONG (SBN 326572)  
4 JUSTICE LAW CORPORATION  
5 751 North Fair Oaks Avenue, Suite 101  
6 Pasadena, California 91103  
7 Tel: (818) 230-7502  
8 Fax: (818) 230-7259

Attorneys for Plaintiff

**RECEIVED**  
LOS ANGELES SUPERIOR COURT

**MAY 17 2021**

**S. DREW**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

11 ANTONESHA HOSHAW, individually, and on  
12 behalf of other members of the general public  
13 similarly situated;

Plaintiff,

v.

15 SUTHERLAND HEALTHCARE SOLUTIONS  
16 INC., a Delaware corporation; and DOES 1  
17 through 100, inclusive;

Defendants.

Case No.: 19STCV33165

Honorable Carolyn B. Kuhl  
Department 12

**CLASS ACTION**

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

Hearing Date: June 15, 2021  
Hearing Time: 10:30 a.m.  
Hearing Place: Dept. 12

Complaint Filed: September 18, 2019  
FAC Filed: July 7, 2020  
Trial: None Set

**FILED**  
Superior Court of California  
County of Los Angeles

**JUN 15 2021**

Sherri R. Carter, Executive Officer/Clerk of Court  
By *[Signature]*, Deputy  
Lori M'Greene

1 The Court, having read the papers filed with regard to Plaintiff Antonesha Hoshaw's  
2 ("Plaintiff") motion for final approval of a class action settlement and receiving Attorney Fee Award,  
3 Cost Award, and Class Representative Incentive Payment, and after considering the papers submitted  
4 in support of the motion, including the Amended Joint Stipulation and Settlement Agreement  
5 ("Settlement Agreement," "Settlement," or "Agreement"), hereby FINDS AND ORDERS as follows:

6 This is a putative class action. Plaintiff is former employee of Defendant Sutherland Healthcare  
7 Solutions, Inc. ("Defendant"). The operative complaint in the action asserts eight (8) causes of action  
8 for wage and hour violations. Plaintiff has brought this action on behalf of all non-exempt or hourly-  
9 paid current and former employees of Defendant in California during the Class Period ("Class"). The  
10 Class Period is the time period from September 18, 2015 to September 18, 2020 ("Class Period").  
11 There are one hundred seventeen (117) members in the Class.

12 On November 4, 2020, the Court preliminarily approved the proposed class action settlement.  
13 Plaintiff now move for Final Approval of Settlement.

14 The terms used in this Order of Final Approval and Judgment shall have the same meaning as  
15 defined in the Settlement Agreement except as may otherwise be ordered.

16 The following Class is certified for purposes of settlement only: all non-exempt or hourly-paid  
17 current and former employees of Defendant in California during the time period from September 18,  
18 2015 to September 18, 2020.

19 Generally, "questions whether a settlement was fair and reasonable, whether notice to the class  
20 was adequate, whether certification of the class was proper, and whether the attorney fee award was  
21 proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.*  
22 (2001) 91 Cal.App.4th 224, 234-235, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794.)

23  
24 In determining whether a class settlement is fair, adequate and reasonable, the  
25 trial court should consider relevant factors, such as "the strength of plaintiffs'  
26 case, the risk, expense, complexity and likely duration of further litigation, the  
27 risk of maintaining class action status through trial, the amount offered in  
28 settlement, the extent of discovery completed and the stage of the proceedings,  
the experience and views of counsel, the presence of a governmental  
participant, and the reaction of the class members to the proposed settlement.

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1 (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at pp. 244-245, *citing Dunk*, *supra*, 48  
2 Cal.App.4th at p. 1801 and *Officers for Justice v. Civil Service Com'n, etc.* (9th Cir. 1982) 688 F.2d  
3 615, 624.)

4 “The list of factors is not exclusive and the court is free to engage in a balancing and weighing  
5 of factors depending on the circumstances of each case.” (*Wershba v. Apple Computer, Inc.*, *supra*, 91  
6 Cal.App.4th at p. 245.) The court must examine the “proposed settlement agreement to the extent  
7 necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching  
8 by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair,  
9 reasonable and adequate to all concerned.” (*Ibid.*, *quoting Dunk*, *supra*, 48 Cal.App.4th at p. 1801 and  
10 *Officers for Justice v. Civil Service Com'n, etc.*, *supra*, 688 F.2d at p. 625, internal quotation marks  
11 omitted.)

12 The burden is on the proponent of the settlement to show that it is fair and  
13 reasonable. However “a presumption of fairness exists where: (1) the  
14 settlement is reached through arm’s-length bargaining; (2) investigation and  
15 discovery are sufficient to allow counsel and the court to act intelligently; (3)  
counsel is experienced in similar litigation; and (4) the percentage of objectors  
is small.”

16 (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 245, *citing Dunk*, *supra*, 48  
17 Cal.App.4th at p. 1802.)

18 Although [t]here is usually an initial presumption of fairness when a proposed  
19 class settlement ... was negotiated at arm’s length by counsel for the class, ...  
20 it is clear that the court should not give rubber-stamp approval. Rather, to  
21 protect the interests of absent class members, the court must independently and  
22 objectively analyze the evidence and circumstances before it in order to  
23 determine whether the settlement is in the best interests of those whose claims  
will be extinguished. To make this determination, the factual record before the  
... court must be sufficiently developed... . The proposed settlement cannot be  
24 judged without reference to the strength of plaintiffs’ claims. The most  
important factor is the strength of the case for plaintiffs on the merits, balanced  
25 against the amount offered in settlement. The court must stop short of the  
detailed and thorough investigation that it would undertake if it were actually  
26 trying the case, but nonetheless it must eschew any rubber stamp approval in  
favor of an independent evaluation.

27 (*Kullar*, *supra*, 168 Cal.App.4th at p. 130, internal citations and quotation marks omitted.)

28 ///

1 Defendant will pay \$750,000, which includes: (1) Administration Costs of an amount not to  
2 exceed \$9,000; (2) Private Attorney General Act ("PAGA") Payment of the amount of \$30,000,  
3 seventy-five percent (75%) of which (\$22,500) shall be paid to the California Labor and Workforce  
4 Development Agency ("LWDA") and twenty-five percent (25%) of which (\$7,500) will be part of the  
5 Net Fund Value; (3) a Class Representative Incentive Payment of \$10,000 to Plaintiff; (4) an Attorney  
6 Fee Award of ~~\$262,500~~ <sup>\$249,975.00</sup> which is thirty-five percent ~~(35%)~~ <sup>33%</sup> of the Gross Fund Value, (5) a Cost Award  
7 of \$15,401.63; and (6) Individual Settlement Shares payable to all Class Members who do not submit  
8 a valid and timely request to exclude themselves from the Settlement ("Participating Class Members")  
9 under the terms of this Settlement Agreement. Class Members are not required to submit a claim form  
10 to receive their Individual Settlement Shares. Instead, Participating Class Members will receive an  
11 Individual Settlement Share automatically, without the return of a claim form. There is no reversion.  
12 Funding of the Class Settlement will be made as follows:

13 No later than thirty (30) calendar days after the Effective Final Settlement Date. Defendant  
14 shall pay the Gross Fund Value of \$750,000 into the Qualified Settlement Fund set up by the  
15 Settlement Administrator by wiring the funds. Defendant shall also at this time provide any tax  
16 information that the Settlement Administrator may need to calculate each Participating Class  
17 Members' Individual Settlement Share. Within fifteen (15) business days after the Settlement is  
18 funded, the Settlement Administrator shall calculate and pay all payments due under the Settlement  
19 Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the  
20 Class Representative Incentive Payment, the PAGA Payment, and the Administration Costs. The  
21 Settlement Administrator will also forward a check for seventy-five percent (75%) of the PAGA  
22 Payment to the LWDA for settlement of the PAGA claim.

23 As noted in the Preliminary Approval Order, the Proposed Settlement is entitled to a  
24 presumption of fairness. In their moving papers, Plaintiff contend that the proposed Settlement was the  
25 product of arms-length negotiations following extensive litigation and following extensive discovery  
26 and exchange of documentation relating to the claims made by Plaintiff. Moreover, the negotiations  
27 were facilitated with the assistance of a skilled and experienced mediator, Steven J. Rottman, an  
28 experienced and well-respected class action mediator.

1 With respect to the benefit to the Class Members, Plaintiff's moving papers indicate that the  
2 average Individual Settlement Share will be approximately \$3,680.33 under the proposed allocation,  
3 which is based on the number of weeks individual Class Members worked.

4 Participating Class Members must cash or deposit their Individual Settlement Share checks  
5 within one hundred and eighty (180) calendar days after the checks are mailed to them. If any checks  
6 are not redeemed or deposited within ninety (90) days after mailing, the Settlement Administrator will  
7 send a reminder postcard. If any checks remain uncashed or not deposited by the expiration of the 90-  
8 day period after mailing the reminder notice, the Settlement Administrator will, within two hundred  
9 (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to  
10 the State Controller's Office in the name of the Class Member under the unclaimed Property Laws.

11 The Plaintiff has explained the risks and costs associated with continuing with the litigation  
12 and the benefits conferred upon Class Members in the form of immediate compensation. Plaintiff has  
13 satisfactorily assessed the maximum value of the claims and of the reasonableness of the discount  
14 accepted in the settlement in light of these risks. Finally, the Declaration of the Settlement  
15 Administrator, Jeremy Talavera, states that Notices of Class Action Settlement ("Class Notices") were  
16 mailed to one hundred fifteen (115) Class Members, CPT Group, Inc. ("CPT Group") received two (2)  
17 requested to be added to the Class, and there were no objections to the Settlement and no requests for  
18 exclusion from the Settlement. This is further proof of the fairness of the Settlement. The Declaration  
19 of Class Counsel provides sufficient information about counsel's experience in litigating class action  
20 lawsuits.

21 The Court also has an independent right and responsibility to review the requested attorneys'  
22 fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular*  
23 *Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The amount of attorney's fees requested by  
24 Class Counsel in the sum of \$262,500 is thirty-five percent (35%) of the common fund created for the  
25 benefit of the Class Members and are supported by use of the percentage-fee method. (See *Laffitte v.*  
26 *Robert Half International, Inc.* (2016) 1 Cal. 5th 480, 504.) According to the Declaration of Douglas  
27 Han, Class Counsel collectively expended 494.3 hours with a total lodestar figure of \$293,670. Even  
28 under the lodestar cross-check the requested fee is below the lodestar. Considering the contingent

WJL

*However, the court determines that, in light of the relatively standard nature of the litigation, an award of 1/3 of the benefit obtained for the class is appropriate.*

1 ~~nature of the representation and the ongoing monitoring of the settlement administration, the requested~~  
2 ~~hourly rates and the fee is justified. The Court finds that the fee request is reasonable, and it is~~  
3 ~~therefore approved.~~

4 The Court has also reviewed Class Counsel's declarations regarding the costs expended in the  
5 prosecution of this litigation. Under the terms of the settlement, Plaintiff may seek reimbursement of  
6 up to \$20,000 in litigation costs. The Court finds that Plaintiff has expended \$15,401.63 in litigation  
7 costs, and that such costs were reasonable. Therefore, the Court approves the payment of \$15,401.63  
8 in costs from the settlement fund for the reimbursement of Class Counsel's litigation costs.

9 The rationale for making Class Representative Incentive Payment is that the Class  
10 Representative should be compensated for the expense or risk she has incurred in conferring a benefit  
11 on other members of the class. Such an incentive payment is appropriate if it is necessary to induce an  
12 individual to participate in the suit. Criteria courts may consider in determining whether to make an  
13 incentive payment include: 1) the risk to the class representative in commencing suit, both financial  
14 and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the  
15 amount of time and effort spent by the class representative; 4) the duration of the litigation; and 5) the  
16 personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.

17 The Court has reviewed the Declaration of Plaintiff, which outlines her involvement in the  
18 lawsuit. Given the risks inherent in service as the Class Representative, the duration of the case and  
19 time involved, and the benefits created for the class, the Court approves a Class Representative  
20 Incentive Payment in the amount of \$10,000 for Plaintiff.

21 The Court has reviewed the Declaration of Jeremy Talavera, the Case Manager for CPT Group,  
22 the Court-approved Settlement Administrator. The Court finds that notice was provided to the Class  
23 pursuant to the preliminary approval order, and that notice was sufficient and that it satisfies due  
24 process. CPT Group has discharged its duties to provide notice to the Class and approves a payment of  
25 \$9,000 for its services in administering this settlement, including the mailing of settlement awards  
26 according to the terms of the Settlement Agreement.

27 ///

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1           Conditioned upon Defendant's fulfillment of its payment obligations under the Settlement  
2 Agreement, Plaintiff and the other Participating Class Members will release and discharge Defendant  
3 and any of its past, present and future parents, affiliates, subsidiaries, division, predecessors,  
4 successors, and assigns, and each of their officers, directors, board members, trustees, shareholders,  
5 employees, agents, attorneys auditors, accountants, experts, contractors, stockholders, representatives,  
6 partners, insurers, reinsurers, and other persons acting on their behalf ("Released Parties") from all  
7 claims, demands, rights, liabilities and causes of action that were pled in the Operative Complaint in  
8 the Action, or which could have been pled in the Operative Complaint in the Action based on the  
9 factual allegations therein, that arose during the Class Period with respect to the following claims: (a)  
10 failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to pay all wages at  
11 the agreed upon rate; (d) failure to provide meal periods, or premium pay for non-compliant meal  
12 periods; (e) authorize and permit rest periods, or premium pay for non-compliant rest periods; (f)  
13 failure to pay all wages upon termination of employment; (g) failure to provide or have compliant  
14 wage statements; (h) claims for unfair business practices that could have been premised on the facts,  
15 claims, causes of action or legal theories described above; and (i) all claims under PAGA ("Released  
16 Claims").

17           The Settlement Agreement will be binding upon, and inure to the benefit of, the successors and  
18 assigns of the Parties.

19           Defendant makes no admission of liability or wrongdoing by virtue of entering into the  
20 Settlement. Additionally, Defendant reserves the right to contest any issues relating to class  
21 certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any  
22 unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under  
23 the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the  
24 Action. The Settlement is entered into solely for the purpose of compromising highly disputed claims.  
25 Nothing in the Settlement is intended or will be construed as an admission by Defendant of liability or  
26 wrongdoing. The Settlement and Plaintiff's and Defendant's willingness to settle the Action will have  
27 no bearing on, and will not be admissible in connection with, any litigation (other than solely in  
28 connection with the Settlement).

1 For the reasons set forth above, the Motion for Final Approval of Class Action Settlement,  
2 Attorney Fee Award, Cost Award, and Class Representative Incentive Payment is GRANTED. The  
3 Settlement Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

4 The Court sets a final accounting and compliance date for June 30, 2022 <sup>and the</sup> at 10:30 a.m. in  
5 ~~Department 12. No later than five (5) court days before the final accounting and compliance date~~  
6 ~~Plaintiff shall file a declaration regarding compliance.~~  
*administrator shall file a final report by that date.*

7 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE  
8 SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT 3.769, THE  
9 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER  
10 AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS  
11 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS  
12 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

13 IT IS SO ORDERED.

14  
15  
16 DATED: June 15, 2021

*Carolyn B. Kuhl*  
HONORABLE CAROLYN B. KUHL  
SUPERIOR COURT JUDGE

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**PROOF OF SERVICE**  
**1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is arivera@justicelawcorp.com

On June 18, 21, I served the foregoing document described as

**FINAL APPROVAL AND JUDGMENT**

for the following case: **Hoshaw v. Sutherland Healthcare Solutions, Inc.**  
LWDA/Court Case No.: **LWDA-CM-787036-20**  
**19STCV33165**  
**Los Angeles County Superior Court**

on interested parties in this action by electronically submitting as follows:

**State of California**  
**Labor & Workforce Development Agency**  
**800 Capitol Mall, MIC-55**  
**Sacramento, California 95814**

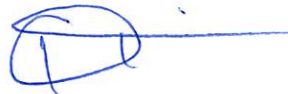
**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 18, 2021, at Pasadena, California.



\_\_\_\_\_  
Allana Rivera