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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 19 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA, DEPUTY

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9 Attorneys for Plaintiff Monique Lewis,
on behalf of herself, all putative class members,
10 all aggrieved employees, and the State of California
as a Private Attorneys General

11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **SUPERIOR COURT OF ORANGE COUNTY**
13

14 MONIQUE LEWIS, on behalf of herself and
others similarly situated,

15
16 Plaintiff,

17 v.
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19 AUREUS MEDICAL GROUP, INC.; and
DOES 1-20, inclusive,

20 Defendants.
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Case No: 30-2020-01150700-CU-OE-CXC

CLASS-ACTION

[AMENDED PROPOSED] ORDER
GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT AND
APPLICATION FOR CLASS COUNSEL
FEES, CLASS COUNSEL COSTS,
INCENTIVE AWARD, AND FINAL
JUDGMENT THEREON

Assigned to: The Honorable Lon Hurwitz; Dept.
CX103

1 On November 18, 2022, at 1:30 p.m., a hearing was held on Plaintiff Monique Lewis's
2 ("Plaintiff") Unopposed Motion for Final Approval of the Class Action Settlement and Motion for
3 Class Counsel Fees, Class Counsel Costs, and Incentive Award. Shakouri Law Firm and Koul Law
4 Firm appeared for Plaintiff and Akerman LLP appeared for Defendants Aureus Radiology LLC
5 and Aureus Nursing LLC ("Defendants").

6 The Parties have submitted their Class Action Settlement Agreement (the "Agreement" or
7 "Settlement"), which this Court preliminarily approved (the "Preliminary Approval Order"). In
8 accordance with the Preliminary Approval Order, Class Members have been given adequate notice
9 of the terms of the Settlement and the opportunity to object to it or to exclude themselves from it.

10 Having received and considered the Settlement, the supporting papers filed by the Parties,
11 and the evidence and argument received by the Court before entering the Preliminary Approval
12 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
13 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
14 DETERMINATIONS as follows:

15 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
16 Order and Judgment adopts all defined terms set forth in the Agreement, which is attached as an
17 exhibit to the Declaration of Nazo Koulloukian, Register of Action No. 64.

18 2. For settlement purposes only, the Court grants certification of the Class. The Class
19 is defined as all of Defendants' non-exempt employees who worked at any facility engaged in a
20 trade dispute inside California during from July 7, 2016 to July 9, 2021 (the "Class Period").
21 "PAGA Members" is defined as all of Defendants' non-exempt employees who worked at any
22 facility engaged in a trade dispute inside California from July 1, 2019 to July 9, 2021 (the "PAGA
23 Period." PAGA Members are a subset of the Class Members.

24 3. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class Action
25 Settlement and Final Approval Hearing ("Class Notice") was sent to each Class Member by first-
26 class mail. The Class Notice informed Class Members of the terms of the Settlement, their right to
27 receive a Settlement Share, their right to comment on or object to the Settlement and/or the
28 attorneys' fees and costs, their right to elect not to participate in the Settlement and pursue their

1 own remedies, and their right to appear in person and/or by counsel at the Final Approval Hearing
2 and be heard regarding approval of the Settlement. Adequate periods of time were provided by each
3 of these procedures.

4 4. The Court finds and determines that this notice procedure afforded adequate
5 protections to Class Members and provides the basis for the Court to make an informed decision
6 regarding approval of the Settlement based on the responses of Class Members. The Court finds
7 and determines that the Class Notice provided in this case was the best notice practicable, which
8 satisfied the requirements of law and due process.

9 5. For the reasons stated in the Preliminary Approval Order, the Court finds and
10 determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to
11 each Class Member and that the Participating Class Members will be bound by the Settlement, that
12 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
13 should be and hereby are ordered to be consummated.

14 6. The Court finds and determines that the all-inclusive Gross Fund Value in the
15 amount of \$300,000.00 and the Settlement Shares to be paid to the Participating Class Members
16 under the Settlement are fair and reasonable. The Court hereby grants final approval to and orders
17 the payment of those amounts be distributed to the Participating Class Members out of the Gross
18 Net Value in accordance with the Agreement. Pursuant to the terms of the Agreement, the
19 Settlement Administrator is directed to make the payments to each Participating Class Member.

20 7. The Court finds and determines that the Settlement Administration Cost for
21 administrating the Settlement, in the amount of \$7,500 fair and reasonable. The Court hereby grants
22 final approval to and orders that the payment of that amount be paid out of the Gross Fund Value
23 to the Settlement Administrator in accordance with the Agreement.

24 8. The Court finds and determines that Plaintiff shall receive an Incentive Award in the
25 amount of \$5,000 and hereby orders payment in the amount of \$5,000.00 be paid to Plaintiff out of
26 the Gross Fund Value. In making this award, the Court has considered only the factors set forth in
27 *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential*
28 *Servs. LLC* (2009) 175 Cal.App.4th 785.

1 9. The Court further finds and determines that the request by Class Counsel for Class
2 Counsel Fee is fair and reasonable and hereby orders that \$100,000.00 (one-third of the Gross Fund
3 Value) be paid to Shakouri Law Firm (\$50,000) and Koul Law Firm (\$50,000) out of the Gross
4 Fund Value. The Court finds this amount to be a reasonable result in light of the quality of the
5 result obtained, the work performed by class counsel, a review of the billing records provided, and
6 the estimated lodestar. In approving these amounts and examining the billing records provided, the
7 Court is not approving the hourly billing rates proposed by class counsel.

8 10. The Court also finds and determines that the request by Class Counsel for Class
9 Counsel Expenses is fair and reasonable and hereby orders that \$13,671.48, representing the full
10 amount requested by both firms, be paid to Shakouri Law Firm and Koul Law Firm out of the Gross
11 Fund Value.

12 11. The Court orders that payment of \$22,500 be made to the LWDA, representing the
13 LWDA's share of the amount allocated to Plaintiff's PAGA claims.

14 12. Upon the Effective Date and funding in full of the Gross Fund Value by Defendants,
15 all Participating Class Members who do not timely and validly opt out shall be deemed to have
16 fully and finally released all claims, causes of action, damages, wages, benefits, expenses, penalties,
17 debts, liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy
18 in law, equity, or whatever kind of nature against all Released Parties that were alleged or that could
19 have been alleged based on the facts asserted in in the operative Complaint that occurred during
20 the Class Period. The release expressly excludes all other claims, including claims for vested
21 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
22 compensation, and claims outside of the Class Period.

23 13. Upon the Effective Date and funding in full of the Gross Fund Value by Defendants,
24 all PAGA Members shall also release all Released Parties from all Released PAGA Claims,
25 irrespective of whether they opted-out of the Settlement and will be bound by this PAGA Release.
26 The Released PAGA Claims are defined as the claims asserted by PAGA Members for alleged
27 violations of the California Labor Code and IWC Wage Order provisions identified in the PAGA
28

1 Notice sent to the LWDA by Plaintiff and further identified in the operative Complaint that are
2 alleged to have occurred during the PAGA Period.

3 14. Pursuant to the terms of the Agreement, Plaintiff makes additional general releases
4 of Plaintiff's Released Claims as defined in the Agreement.

5 15. As partial consideration for the Incentive Award, Plaintiff's Released Claims shall
6 include all such claims, whether known or unknown, by the releasing party. Thus, even if Plaintiff
7 discovers facts and/or claims in addition to or different from those that they now know or believe
8 to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain
9 released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff
10 expressly waive and relinquish all of the provisions and all of her rights and benefits under the
11 provisions of section 1542 of the California Civil Code, which reads:

12 A general release does not extend to claims which the creditor or releasing
13 party does not know or suspect to exist in his or her favor at the time of
14 executing the release and that, if known by him or her, would have materially
affected his or her settlement with the debtor or released party.

15 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
16 under the Settlement or under this Order, including the requirement that Defendants make payment
17 in accordance with the Agreement.

18 17. If, for any reason, the Settlement ultimately does not become Final (as defined by
19 the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective
20 positions in the Actions as those positions existed immediately before the Parties executed the
21 Agreement; and nothing stated in the Agreement or any other papers filed with this Court in
22 connection with the Settlement will be deemed an admission of any kind by any of the Parties or
23 used as evidence against, or over the objection of, any of the Parties for any purpose in the Action
24 or in any other action.

25 18. The Parties entered into the Settlement solely for the purpose of compromising and
26 settling disputed claims. Defendants in no way admit any violation of law or any liability
27 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being expressly
28 denied by Defendants.

1 19. By means of this Final Approval Order, this Court hereby enters final judgment in
2 this Action.

3 20. Notice to the Class of the Court's final judgment shall be posted on the static website
4 established for this case and hosted by the Settlement Administrator.

5 21. Without affecting the finality of this Final Approval Order and Judgment in any
6 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
7 implementation, effectuation and enforcement of this Order and the Settlement under Code of Civil
8 Procedure § 664.6.

9 22. The Parties are hereby ordered to comply with the terms of the Agreement.

10 23. Each side to bear its own costs and attorneys' fees except as provided by the
11 Settlement and this Final Approval Order and Judgment.

12 24. The Court sets a Final Accounting hearing for September 1, 2023, at 1:30 p.m. in
13 CX-103. Plaintiff must file a final report ^{9 COURT DAYS} 7 days prior to the Final Accounting hearing. *[Handwritten signature]*

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18 DATED: DEC 19 2022

[Handwritten signature]
19 HON. LON HURWITZ
20 COUNTY OF ORANGE SUPERIOR COURT
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