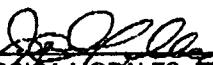


FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 19 2022

BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MICHANE GREENE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

INFORMATION RESOURCES, INC. d/b/a
SCANSCAPE, a Delaware corporation; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: CIVSB2024620

Assigned for All Purposes to:
Honorable David Cohn
Department S-26

CLASS ACTION

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

Hearing Date: April 19, 2022
Hearing Time: 10:00 a.m.
Hearing Place: Department S-26

Complaint Filed: November 18, 2020
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Michane Greene's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost Award, and
3 Class Representative Enhancement Payment, and after considering the papers submitted in
4 support of the motion, including the Amended Joint Stipulation and Settlement Agreement
5 ("Settlement Agreement," "Settlement," or "Agreement"), hereby FINDS AND ORDERS as
6 follows:

7 Plaintiff and Defendants Information Resources, Inc. ("IRI") and Field Audit Services
8 Team, LLC d/b/a ScanScape ("FAST") (collectively, known as the "Defendants") entered a
9 Settlement Agreement on or about January 27, 2022 to settle this class action lawsuit.

10 The Court entered an Order dated November 30, 2021 preliminarily approving the
11 settlement of this class action lawsuit ("Preliminary Approval Order"), consistent with the Code
12 of Civil Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to
13 Class Members, scheduling a Fairness Hearing for April 19, 2022, and providing Class Members
14 with an opportunity to object to the Settlement or exclude themselves from the Class.

15 The Court held a Fairness Hearing on April 19, 2022 to determine whether to give final
16 approval to the settlement of this class action.

17 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
18 ("Order and Judgment") incorporates the Agreement. Unless otherwise provided herein, all
19 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
20 Agreement.

21 2. Jurisdiction. Because adequate notice has been disseminated and all Class
22 Members have been given the opportunity to request exclusion from the Class, the Court has
23 personal jurisdiction with respect to the claims of all Class Members. The Court has subject
24 matter jurisdiction over this class action, including jurisdiction to approve the Settlement, grant
25 final certification of the Class, and dismiss this case.

26 3. Final Class Certification. The Court finds that the Class satisfies all applicable
27 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
28

process. Accordingly, the Court certifies a Class consisting of all hourly-paid or non-exempt employees employed by IRI or FAST within the State of California during the time period from November 18, 2016, to November 30, 2021 (“Class,” “Class Members,” and “Class Period”). There are currently nine hundred one (901) Class Members who did not submit a valid and timely request to exclude themselves from the Settlement (“Participating Class Members”).

4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-Gharajeh, Phillip Song, and Arsiné Grigoryan of the Justice Law Corporation have fully and adequately represented the Class for purposes of entering and implementing the Settlement and have satisfied the requirements of Code of Civil Procedure section 382.

5. Notice Packet. The Court finds that the Notice of Class Action Settlement (“Class Notice”) and the Election Not To Participate or Opt-out Form (“Exclusion Form”) (collectively, known as the “Notice Packet”) and its distribution to Class Members have been implemented pursuant to the Settlement Agreement and this Court’s Preliminary Approval Order and that it:

a. constitute the best practicable notice to Class Members under the circumstances of this case;

b. constitute notice that was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this case; (ii) the material terms and provisions of the Settlement and their rights under the Settlement; (iii) their right to object to any aspect of the proposed Settlement (including final certification of the Class, the fairness, reasonableness and adequacy of the Settlement, the adequacy of the Class’s representation by Plaintiff and Class Counsel, and/or the award of Plaintiff’s Class Representative Enhancement Payment, Attorney Fee Award, and Cost Award); (iv) their right to exclude themselves from the Class and the Settlement; (v) their right to claim an Individual Settlement Share; (vi) their right to appear at the Settlement Fairness Hearing; and (vii) the binding effect of the orders and judgment in this case, whether favorable or unfavorable, on all Participating Class Members;

c. constitute notice that was reasonable, adequate, and sufficient to all Class Members; and

d. constitute notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process.

6. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered in good faith and are the product of arm's-length negotiations by experienced counsel who have done a meaningful investigation of the claims in the dispute. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

7. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on the Participating Class Members, as well as their heirs, executors and administrators, successors, and assigns, and those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this case and are encompassed by the release of the Participating Class Members' Released Claims as set forth in the Settlement Agreement. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted requests for exclusion.

8. Released Claims. As of the Effective Final Settlement Date, Class Members, who do not submit a timely and valid request for exclusion, release, remise, and forever discharge the Released Parties from the Released Claims for the Class Period, and waive any rights they might have to prosecute the Released Claims. Thus, Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims ("Released Claims").

a. PAGA Release. As of the Effective Final Settlement Date, the Settlement forever bars Plaintiff, the California Labor and Workforce Development Agency ("LWDA"), and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees during the Private

Attorneys General Act of 2004 (“PAGA”) Period, from pursuing any action under PAGA against the Released Parties based on or arising out of the alleged violations of Labor Code sections alleged in this matter.

b. Plaintiff’s Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement Payment to the Plaintiff in an amount not to exceed \$10,000, in recognition of her work and efforts in obtaining the benefits for the Class and undertaking the risk for the payment of costs in the event this matter had not successfully resolved, Plaintiff provides a general release of claims for herself and her spouse, heirs, successors and assigns. Plaintiff’s Release of Claims also includes a waiver of Civil Code section 1542.

c. Released Parties. The Released Parties include Defendants and any of their present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and their shareholders, officers, directors, employees, agents, attorneys, insurers, successor and assigns, and any individual that could be liable for any of the Released Claims, and Defendants’ counsel of record in this case (“Released Parties”).

9. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

10. Plaintiff’s Class Representative Enhancement Payment. The Court finds that the Class Representative Enhancement Payment of \$10,000, to be paid by Defendants to Plaintiff out of the Gross Settlement Amount, to be reasonable and appropriate. Plaintiff’s Class Representative Enhancement Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

a. The rationale for making enhancement payments is that the class representatives should be compensated for the expense and risk they have incurred in conferring a benefit on other class members. Such enhancement payments are appropriate if

they are necessary to induce individuals to participate in the suit. Criteria courts may consider include: (1) the risk to the class representatives in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representatives; (3) the amount of time and effort spent by the class representatives; (4) the duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed by class representatives.

- b. The Court has reviewed Plaintiff's declaration outlining her involvement in the lawsuit. Given the risks inherent in serving as the Class Representative, the duration of the case and time involved, and benefits created for the Class, the Court approves the Class Representative Enhancement Payment in the sum of \$10,000 to Plaintiff.

11. Attorney Fee Award and Cost Award. The Court finds an award of an Attorney Fee Award of \$450,000, to be paid out of the Gross Settlement Amount by Defendants to Class Counsel, to be reasonable and appropriate. The Court further finds that an award of a Cost Award for the reimbursement of actual litigation costs in the sum of \$11,392.96, to be paid by Defendants to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement. Defendants shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members, or incurred by Plaintiff or Class Members, in connection with or related in any manner to this case, the Settlement, the administration of the Settlement, and/or the Participating Class Members' Released Claims.

- a. The Court has an independent right and responsibility to review the requested Attorney Fee Award and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The Attorney Fee Award requested by Class Counsel in the sum of

1 \$450,000 is one-third (1/3)¹ of the common fund created for the benefit of the
2 Class Members and is supported by use of the percentage-fee method. (See
3 *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering
4 the excellent results achieved for the Class, the financial risk taken by Class
5 Counsel, the novel and difficult nature of this litigation, the skills required to deal
6 with these issues, percentage fees awarded in other cases, and the contingent fees
7 charged in private marketplace, the Court finds the request for the Attorney Fee
8 Award is consistent with the legal marketplace, is reasonable, and is approved.

- 9 b. The Court has reviewed the Declaration of Douglas Han regarding the costs
10 expended in the prosecution of this litigation. Under the terms of the Settlement,
11 Plaintiff may seek reimbursement of up to \$20,000 in litigation costs. As stated
12 above, the Court finds that Plaintiff has expended \$11,392.96 in litigation costs
13 and that such costs were reasonable. Thus, the Court approves the payment of the
14 Cost Award in the amount of \$11,392.96 for the reimbursement of Class
15 Counsel's litigation costs.

16 12. Administration Costs. The Court finds that Administration Costs in the amount of
17 \$11,100, to be paid by Defendants to the Settlement Administrator out of the Gross Settlement
18 Amount, to be reasonable and appropriate. The Administration Costs are to be paid pursuant to
19 terms and provisions set forth in the Settlement Agreement.

- 20 a. The Court has reviewed the declaration of Lindsay Kline from Simpluris, Inc.
21 ("Simpluris"), the Court-approved Settlement Administrator. The Court finds
22 notice was provided to the Class pursuant to the Preliminary Approval Order, that
23 the notice constitute the best practicable notice to the Class, and that the notice
24 satisfied due process. Simpluris has discharged its duties to provide notice to the
25 Class. Thus, the Court approves a payment for Administration Costs in the
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27 ¹ Class Counsel have agreed to request for a one-third (1/3) Attorney Fee Award instead of
28 a thirty-five percent (35%) Attorney Fee Award listed in the Settlement Agreement.

amount of \$11,100 for Simpluris' services in administering this settlement, including the mailing of Individual Settlement Shares according to the terms of the Settlement Agreement.

13. PAGA Payment. The Court finds that PAGA Payment in the amount of \$100,000, seventy-five percent (75%) of which (\$75,000) will be paid by Defendants to the LWDA out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$25,000) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

14. Funding of the Settlement. No later than twenty-one (21) business days after the Effective Final Settlement Date, Defendants shall deposit the Gross Settlement Amount of \$1,350,000 needed to pay the entire Gross Amount Settlement by wiring the funds to the Settlement Administrator. If there are objectors to the Settlement Agreement, payment shall be made twenty-one (21) business days after the time to appeal has run or all appeals have been exhausted, whichever occurs later. Within twenty (20) business days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment, and the Administration Costs.

15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled to a presumption of fairness. In her moving papers, Plaintiff contend that the proposed Settlement was the product of arm's-length negotiations following extensive litigation, discovery, and exchange of documentation relating to Plaintiff's claims. The negotiations were facilitated with the assistance of mediator Jeffrey Ross, Esq., an experienced and well-respected class action mediator.

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1 a. With respect to the benefit to the Class Members, Plaintiff's moving papers
2 indicate the *highest* Individual Settlement Share will be approximately \$6,580.19,
3 and the *average* Individual Settlement Share will be approximately \$848.07 under
4 the proposed allocation, which is based on the number of weeks worked during
5 the Class Period.

6 b. There were no objections to the Settlement and only five (5) requests for
7 exclusion from the Settlement. This is further proof of the fairness of the
8 Settlement.

9 16. Uncashed Checks. Participating Class Members must cash or deposit their
10 Individual Settlement Share checks within one hundred twenty (120) calendar days after the
11 checks are mailed to them. If any checks are not redeemed or deposited within ninety (90)
12 calendar days after mailing, the Settlement Administrator will send a reminder postcard. If any
13 checks remain uncashed or not deposited by the expiration of the thirty (30)-day period after
14 mailing the reminder notice, the Settlement Administrator will, within one hundred fifty (150)
15 calendar days after the checks are mailed, pay the amount of the Individual Settlement Share or
16 Individual PAGA Payment (as applicable) to the UC Hastings College of the Law for the
17 Workers' Rights Clinic.

18 17. Modification of Settlement Agreement. The Participating Class Members are
19 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
20 modifications of the Settlement Agreement, by a written instrument signed by counsel for all
21 Parties or their successor-in-interest. Such amendments or modifications shall be consistent with
22 this Order and Judgment and cannot limit the rights of Participating Class Members under the
23 Settlement Agreement.

24 18. Final Accounting and Compliance. The Court sets a final accounting and
25 compliance date for _____ at _____ a.m./p.m. in Department S-26. No later than five
26 (5) court days before final accounting and compliance date, Plaintiff shall file a declaration
27 regarding compliance.
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1 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
2 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
3 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
4 and for any other necessary purpose, including, without limitation:

- 5 a. enforcing the terms and provisions of the Settlement Agreement and resolving
6 any disputes, claims, or causes of action in this case that, in whole or in part, are
7 related to or arise out of the Settlement Agreement or this Order and Judgment;
8 b. entering such additional orders as may be necessary or appropriate to protect or
9 effectuate this Order and Judgment approving the Agreement, and permanently
10 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
11 fair and orderly administration of this Settlement; and
12 c. entering any other necessary or appropriate orders to protect and effectuate this
13 Court's retention of continuing jurisdiction.

14 For the reasons set forth above, the Motion for Final Approval of Class Action
15 Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment
16 is GRANTED. The Settlement Administrator is directed to carry out the terms of the Settlement
17 Agreement forthwith.

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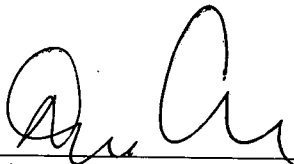
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1 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
2 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
3 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
4 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
5 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
6 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
7 THE JUDGMENT THEREON.

8 IT IS SO ORDERED.

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10 DATED: 4/19/27


11 HONORABLE DAVID COHN
12 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 Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On April 21, 2022, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Greene v. Information Resources, Inc. d/b/a ScanScape**
LWDA/Court Case No.: **LWDA Case No.: CM- 804633-20**
Court Case No.: CIVSB2024620
San Bernardino 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 April 21, 2022, at Pasadena, California.



Mariah Anderson