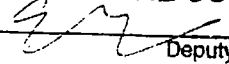


FILED
San Francisco County Superior Court

OCT 29 2024

CLERK OF THE COURT

BY:  Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 613

BRIDGETTE DAWSON and JOHN CONLEY,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

GOHEALTH, LLC; DIGNITY – GOHEALTH
URGENT CARE MANAGEMENT, LLC; and
DOES 1–10 inclusive,

Defendants.

Case No. CGC-19-577790

ORDER GRANTING MOTION
FOR FINAL APPROVAL

Before the Court is a motion by plaintiffs Bridgette Albouchi (formerly Bridgette Dawson) and John Conley (collectively, “Plaintiffs”) for final approval of the class settlement, including related PAGA penalties, reached with defendant Dignity-GoHealth Urgent Care Management, LLC. The motion came on for hearing on October 29, 2024, at 10:00 a.m. in Department 613, the Honorable Andrew Y.S. Cheng presiding. Hyunjin Kim (Moon Law Group, PC) appeared via CourtCall for Plaintiffs. Gregg Fisch (Sheppard Mullin Richter & Hampton LLP) appeared via CourtCall for Defendant. The motion is unopposed, and no class members objected in writing or independently appeared at the hearing, either *pro se* or through counsel, to discuss or object to the motion. No class members requested exclusion. The Court has thoroughly reviewed and analyzed all of the briefing and evidence along with the oral arguments of counsel. On that basis, the Court **GRANTS** the motion for

1 final approval of the parties' Settlement Agreement, **RESERVES** a compliance hearing for **March 20,**
2 **2025, at 2:00 p.m.** with compliance statement due by **March 13, 2025,** and **ORDERS** as follows.

- 3 1. All terms or phrases used in this order shall have the same meaning as in the Settlement
4 Agreement unless otherwise specified.
- 5 2. For settlement purposes only, the Court finds the Settlement Class (defined below) meets the
6 requirements for certification under Code of Civil Procedure section 382. More specifically: (1) the
7 proposed Settlement Class is numerous and ascertainable; (2) there are predominant common
8 questions of law or fact; (3) Plaintiffs' claims are typical of the claims of the members of the
9 proposed Settlement Class; and (4) a class action is superior to other methods to efficiently
10 adjudicate this controversy through settlement.
- 11 3. Based on the foregoing, the Court certifies the following Settlement Class: *All persons currently or*
12 *formerly employed by Dignity-GoHealth Urgent Care Management, LLC in hourly-paid or*
13 *nonexempt positions in the State of California during the period from July 19, 2015, through*
14 *March 20, 2024.*
- 15 4. The notice and plan of distribution approved by this Court met the requirements of due process
16 and constituted the best notice practicable under the circumstances. As set forth in the declaration
17 of Nick Castro, ILYM Group, Inc. distributed notice in compliance with this Court's preliminary
18 approval order and the Settlement Agreement. The Court finds the administration process to date
19 was adequate and comported with due process, reaching nearly all class members.
- 20 5. The Court hereby approves payment of administration expenses to ILYM Group, Inc. in the amount
21 of **\$10,950.** (Castro Decl., ¶ 14.) ILYM Group, Inc. shall continue to serve as settlement
22 administrator and shall, *inter alia*, disburse payments in accordance with the terms of the Settlement
23 Agreement and this Court's final approval order.
- 24 6. The Court finally approves the settlement as fair, reasonable, and adequate taking into consideration
25 the nature of the claims and the risks inherent in such claims, including the risks of continued
26 litigation, the result obtained, the absence of objections, and the fact that this settlement represents a
27 compromise of the parties' respective positions rather than the result of a finding of liability at trial.
28 In approving the settlement, the Court evaluated and approves as a possible *cy près* recipient Legal

1 Aid at Work in the event that there are unclaimed settlement funds following the distributions set
2 forth in the Settlement Agreement. The parties must obtain approval for any *cy prè*s distribution if
3 ultimately needed by notifying the Court of the need and proposed amount for such distribution in a
4 joint compliance statement and/or stipulation and proposed order.

- 5 7. For settlement purposes only, the Court appoints plaintiffs Bridgette Albouchi (fka Bridgette
6 Dawson) and John Conley as class representatives and finds they will adequately represent the
7 class.
- 8 8. For settlement purposes only, the Court appoints Moon Law Group, PC as Class Counsel.
- 9 9. The Court awards reasonable attorney's fees to Class Counsel in the amount of **\$118,750**, 25 percent
10 of the original gross settlement amount, rather than the amount proposed by Plaintiffs, based on
11 consideration of the following factors: (1) the results obtained by Class Counsel in this case; (2) the
12 risks and legal issues involved in this case; (3) the fee's contingency upon success; (4) the range of
13 awards made in similar cases; and (5) the time spent and work performed in litigating the case.
14 Plaintiffs failed to justify recovery of an increased amount of fees based on operation of the
15 escalator clause. Ultimately, employment counsel are not automatically entitled to one third of every
16 common fund. Rather, California courts have largely followed federal courts in using a 25 percent
17 benchmark and lodestar cross-check. (See, e.g., *Consumer Privacy Cases* (2009) 175 Cal.App.4th
18 545, 557, n. 13.) While 33 percent or one third of a common fund is often cited as an average award,
19 this figure is not often verified with modern statistics nor does the existence of this average figure
20 support the proposition that an award of 33 percent is a *median* figure that should constitute the
21 starting point for a court's analysis. On this record, the Court finds an appropriate and reasonable
22 award is 25% of the original fund amount, namely \$475,000, which is consistent with principles of
23 fairness, the purpose of the escalator clause, and the information provided to the Class at the time of
24 preliminary approval.
- 25 10. Next, the Court authorizes reimbursement of Class Counsel's litigation expenses in the amount of
26 **\$7,532.02**, which includes certain filing, service, and appearances fees as well as deposition-related
27 expenses (including some but not all travel expenses). Class Counsel provided only cursory
28 information about the expenses for which reimbursement is requested, namely some sort of expense

1 report without much information either in the body of the report or in the declaration of Attorney
2 Moon. While the Court could determine that some expenses, such as CourtCall and File & Serve
3 Xpress charges, were proper and reasonable, the Court was largely unable to determine what other
4 expenses were for as the expense report does not contain even brief descriptions of the charges. In
5 some instances, Plaintiffs requested reimbursement for items such as "Journal," without more. In
6 other instances, Plaintiffs requested reimbursement of large amounts, \$10,000 or more, without
7 sufficient identification of what the charges were or that Plaintiffs were solely responsible for the
8 charges. Consequently, the Court authorizes reimbursement of the clearly identifiable or
9 ascertainable expenses, which amount to \$7,532.02.

10 11. The Court authorizes service awards of \$3,000 each to Bridgette Albouchi and John Conley based on
11 consideration of their declarations and the criteria for service awards. (See generally *Cellphone*
12 *Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 194–95.) The Court finds these amounts to be
13 proportionate and reasonable based on the evidence presented and average payments to be distributed
14 to class members.

15 12. The Court reserves a compliance hearing for **March 20, 2025, at 2:00 p.m.** No later than **March**
16 **13, 2025**, the parties shall submit a joint statement setting forth disbursements made, a summary
17 accounting, the number and value of any uncashed settlement checks, and any unresolved issues or
18 other matters the parties need to bring to the Court's attention. The joint statement should include or
19 be accompanied by a declaration from ILYM Group, Inc. as needed.

20 13. A copy of this order and the final judgment shall be served upon the LWDA within **5 days** of this
21 order.

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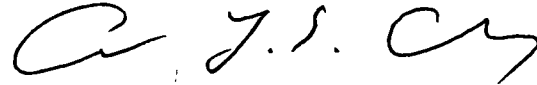
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1 14. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules of
2 Court—and without impacting the finality of this order—the Court retains jurisdiction over
3 Plaintiffs, all members of the Settlement Class, and Defendant for the purpose of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this order.

6 IT IS SO ORDERED.

7 Dated: October 29, 2024



ANDREW Y.S. CHENG
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On October 29, 2024, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: October 29, 2024

Brandon E. Riley, Clerk

By: _____

Ericka Larnauti, Deputy Clerk