

FILED BY FAX

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

DEC 01 2022

BY [Signature]
RAFAEL HERNANDEZ, DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF SAN BERNARDINO

COLEMAN ANDRE BLACKMAN, an
individual, on behalf of himself and all
others similarly situated,

Plaintiffs,

vs.

DISCUS DENTAL, LLC a California limited
liability company, and DOES 1-50, inclusive,

Defendants.

Case No: CIVSB2104596

CLASS-ACTION

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

~~[PROPOSED]~~ ORDER

1 On December 1, 2022, a hearing was held on Plaintiff Coleman Andre Blackman'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. Koul Law Firm appeared for
4 Plaintiff and McGuireWoods LLP appeared for Defendant Discus Dental, LLC ("Defendant").

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

17 2. For settlement purposes only, the Court grants certification of the Class. The Class is
18 defined as all of Defendant's current and former hourly, non-exempt employees who worked at any
19 time within the period beginning May 26, 2017, and ending the date this Court grants preliminary
20 settlement approval (the "Class Period"). "PAGA Members" is defined as all of Defendant's non-
21 exempt employees who worked for Defendant in California at any time from November 30, 2019
22 to the date of preliminary settlement approval (the "PAGA Period"). PAGA Members are a subset
23 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

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

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

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

6. The Court finds and determines that the all-inclusive Gross Fund Value in the amount of \$590,000.00 and the Settlement Shares to be paid to the Participating Class Members under the Settlement are fair and reasonable. The Court hereby grants final approval to and orders the payment of those amounts be distributed to the Participating Class Members out of the Gross Net Value ^{as adjusted from} ~~in accordance with~~ the Agreement. Pursuant to the terms of the Agreement, the Settlement Administrator is directed to make the payments to each Participating Class Member.

7. The Court finds and determines that the Settlement Administration Costs for administering the Settlement, in the amount of ^{\$10,000} ~~\$11,300~~ is fair and reasonable. The Court hereby grants final approval to and orders that the payment of that amount be paid out of the Gross Fund Value to the Settlement Administrator in accordance with the Agreement.

8. The Court finds and determines that the request by Plaintiff for Incentive Award is fair and reasonable and hereby orders that the requested payment in the amount of \$10,000.00 be paid to Plaintiff out of the Gross Fund Value.

9. The Court further finds and determines that the request by Class Counsel for Class Counsel Fee is fair and reasonable and hereby orders that ^{\$196,666.67} ~~\$206,500.00~~ (thirty-five percent of the ^{33.33} ~~thirty-five~~ percent of the

Gross Fund Value) be paid to Koul Law Firm and Law Offices of Sahag Majarian II out of the Gross Fund Value.

10. The Court also finds and determines that the request by Class Counsel for Class Counsel Expenses is fair and reasonable and hereby orders that \$17,730.85 be paid to Koul Law Firm and Law Offices of Sahag Majarian II out of the Gross Fund Value.

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

12. Upon the Effective Date and funding in full of the Gross Fund Value by Defendant, all PAGA Members shall also release all Released Parties from all Released PAGA Claims, irrespective of whether they opted-out of the Settlement and will be bound by this PAGA Release. The Released PAGA Claims are defined as the claims asserted by PAGA Members for alleged violations of the California Labor Code and IWC Wage Order provisions identified in the PAGA Notice sent to the LWDA by Plaintiff and further identified in the operative Complaint that are alleged to have occurred during the PAGA Period.

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

14. As partial consideration for the Incentive Award, Plaintiff's Released Claims shall include all such claims, whether known or unknown, by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff

1 expressly waive and relinquish all of the provisions and all of her rights and benefits under the
2 provisions of section 1542 of the California Civil Code, which reads:

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

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

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

17 17. The Parties entered into the Settlement solely for the purpose of compromising and
18 settling disputed claims. Defendant in no way admits any violation of law or any liability
19 whatsoever to Plaintiffs and the Class, individually or collectively, all such liability being expressly
20 denied by Defendant.

21 18. By means of this Final Approval Order, this Court hereby enters final judgment in
22 this Action.

23 19. Without affecting the finality of this Final Approval Order and Judgment in any
24 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
25 implementation, effectuation and enforcement of this Order and the Settlement under Code of Civil
26 Procedure § 664.6.

27 20. The Parties are hereby ordered to comply with the terms of the Agreement.

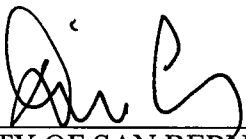
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1 21. Each side to bear its own costs and attorneys' fees except as provided by the
2 Settlement and this Final Approval Order and Judgment.

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6 DATED:

12/1/27



COUNTY OF SAN BERNARDINO SUPERIOR
COURT

DAVID COHN

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 3435 Wilshire Blvd., Ste. 1710, Los Angeles, California 90010.

On November 4, 2022, I served the following document or documents:

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

☒ **By e-mail.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Service List

McGUIREWOODS LLP Sabrina A. Beldner, Esq. (SBN 221918) Email: sbeldner@mcguirewoods.com 1800 Century Park East, 8th Floor Los Angeles, CA 90067-1501 Tel: (310) 315-8200 Fax: (310) 315-8210 Attorneys for Defendant DISCUS DENTAL, LLC	Attorneys for Defendant DISCUS DENTAL, LLC
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 4, 2022 at Los Angeles California.



JACKELINE HERNANDEZ

RECEIVED

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
SAN DIEGO DISTRICT