

FILED

San Francisco County Superior Court

NOV 25 2024

CLERK OF THE COURT

BY:

Christina E. Smith

Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 304

SHERIE PICOU, an individual, on behalf
herself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

DIRECT URGENT CARE, INC., a California
Corporation; CARBON HEALTH MEDICAL
GROUP, INC., a California Corporation; and
DOES 1 TO 50,

Defendants.

Case No. CGC-21-589539

ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

On September 20, 2024, Plaintiff Sherie Picou's ("Plaintiff") Motion for Final Approval of Class Action Settlement came on regularly for hearing. Plaintiff and Defendants Direct Urgent Care, Inc. and Carbon Health Medical Group, Inc. (collectively, "Defendants") (collectively with Plaintiff, "Parties") have reached a settlement. The Court having considered the Settlement Agreement,¹ all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings herein, all oral and written comments received regarding the proposed settlement, and having reviewed the record in this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

1. All terms used in this Order Granting Final Approval of Class Action Settlement (the "Order") shall have the same meaning given as those terms are used and/or defined in the parties' Settlement Agreement.

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve this Settlement and all exhibits thereto.

3. For settlement purposes only, the Court hereby finds the Class satisfies all applicable requirements of Code of Civil Procedure section 382, and finally certifies the following Class: "All current and former non-exempt employees of Carbon Health Medical Group of Florida, P.A., who worked for Direct Urgent Care, Inc. and/or Carbon Medical Health Group, Inc. in California any time or times during the Class Period." The Class Period is February 3, 2017 through January 23, 2024.

4. The Court hereby appoints Plaintiff Sherie Picou as Class Representative and finds her to be a fair and adequate representative of the interests of the Settlement Class.

5. The Court hereby confirms Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

6. The Court confirms ILYM Group, Inc. as the Settlement Administrator.

¹ "Settlement Agreement" or "Settlement" refers to the Second Amended Settlement Agreement and Release of Class Action attached as Exhibit 3 to the Second Supplemental Declaration of Jonathan Melmed filed on January 18, 2024.

1 7. The Court finds the notice procedures as effectuated pursuant to the Settlement
2 Agreement, including the substance the Class Notice and Share Form, met all applicable
3 requirements of California Rules of Court, rule 3.769 and due process and provided the best notice
4 practicable under the circumstances.

5 8. No Class Members objected to the Settlement as part of this notice process. One
6 Class Member requested exclusion.

7 9. The Court hereby finds that the terms of the Settlement Agreement are, in all
8 respects, fair, adequate, and reasonable, and in the best interests of the Settlement Class Members.
9 The Court finds that the Settlement Agreement has been reached as a result of informed and non-
10 collusive arm's-length negotiations by experienced counsel based upon a meaningful investigation
11 of the claims.

12 10. The Settlement Agreement is hereby ordered finally approved. The Court directs
13 the Parties to effectuate the Settlement Agreement according to its terms and declares the
14 Settlement Agreement to be binding on all Class Members.

15 11. The Court hereby approves the Gross Settlement Amount of \$1,066,207.24.

16 12. The Court hereby finds the Individual Settlement Amounts to participating Class
17 Members as provided for by the Settlement Agreement are fair and reasonable. The Court hereby
18 orders payment to the participating Class Members in accordance with the Settlement Agreement.

19 13. The Court hereby approves the following allocations in accordance with the terms
20 of the Settlement Agreement:

21 a. The Court finds that settlement administration costs in the amount of
22 \$20,500 is fair and reasonable. The Court hereby awards settlement
23 administration costs in the amount of \$20,500 to the Settlement
24 Administrator.

25 b. The Court finds that attorneys' fees in the amount of \$266,551.81 is fair and
26 reasonable. The Court hereby awards attorneys' fees to Class Counsel in
27 the amount \$266,551.81.
28

- 1 c. The Court finds that litigation costs in the amount of \$16,742.37 is
2 reasonable, fair, and reflective of the reasonable costs incurred. The Court
3 hereby awards litigation costs to Class Counsel in the amount of
4 \$16,742.37.
- 5 d. The Court finds that an Incentive Award of \$2,500 for Plaintiff Sherie
6 Picou is fair and reasonable. The Court hereby awards an Incentive Award
7 to be paid to Plaintiff in the amount of \$2,500.
- 8 e. The Court finds the payment of \$75,000 to the California Labor and
9 Workforce Development Agency ("LWDA") as its share of the settlement
10 of civil penalties is fair, reasonable, and appropriate. The Court hereby
11 awards the LWDA \$75,000 for its share of the settlement of civil penalties.

12 14. Defendants shall fund the Gross Settlement Amount no later than thirty (30)
13 calendar days after entry of this Order. The Settlement Administrator shall mail individual
14 settlement payments no later than fourteen (14) calendar days after the Gross Settlement Amount
15 is fully funded.

16 15. Individual settlement checks will remain negotiable for one hundred and eighty
17 (180) calendar days after mailing. Settlement checks that remain uncashed more than one hundred
18 and eighty (180) calendar days after issuance shall be cancelled and the Settlement Administrator
19 shall tender the residual funds to the State Controller's Office Unclaimed Property Fund in
20 accordance with the Settlement Agreement.

21 16. The Settlement Agreement is not an admission by Defendants, nor is this Order a
22 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order,
23 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out
24 the Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
25 wrongdoing, omission, concession, or liability whatsoever by or against Defendants. Nothing in
26 the Settlement Agreement or this Order purports to extinguish or waive Defendants' rights to
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1 continue to oppose the merits of the claims in this Action or class treatment of these claims in this
2 case if the Settlement fails to become final or effective.

3 17. All participating Class Members shall be bound by the Settlement and this Order,
4 including the release of claims as set forth in the Settlement Agreement.

5 18. The Parties shall bear their own respective attorneys' fees and costs, except as
6 otherwise provided in the Settlement Agreement.

7 19. The Court retains continuing jurisdiction over the Action and the Settlement,
8 including jurisdiction pursuant to California Rules of Court, rule 3.769(h), solely for purposes of
9 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c)
10 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

11 20. A Status Conference is set for July 31, 2025 at 9:00 a.m. A status report,
12 accompanied by an admissible evidentiary declaration, must be filed no later than five court days
13 prior to the status conference. The status report shall set forth a summary accounting of the Gross
14 Settlement Amount identifying distributions made as ordered herein, the number of uncashed
15 checks, the total amount and status of residual funds, and the status of any unresolved issues.

16 21. Plaintiff shall submit a copy of this Order to the LWDA within 10 days after entry
17 pursuant to Labor Code section 2699(s)(3).

18 IT IS SO ORDERED.

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21 Dated: November 22, 2024



Ethan P. Schulman

Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, 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 November 25, 2024, I electronically served ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated:

NOV 25 2024

Brandon E. Riley, Court Executive Officer

By:



Felicia Green, Deputy Clerk