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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SAMUEL ELLIOTT, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

MED-DATA, INCORPORATED,
CARDON HEALTHCARE NETWORK,
INC., DIVERSIFIED HEALTHCARE
SERVICES, INC., ALEGIS REVENUE
GROUP, LLC, AND MEDNAX
SERVICES, INC.; and DOES 1 through
100, inclusive,

Defendants.

Case No.: RIC1901865

Honorable Craig C. Riemer
Department 1

CLASS ACTION

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

Date: August 12, 2022
Time: 9:00 a.m.
Department: 1

Complaint Filed: March 13, 2019
FAC Filed: September 9, 2021
SAC Filed: March 9, 2022
Trial Date: None Set

1 This matter has come before the Honorable Craig C. Riemer in Department 1 of the above-
2 entitled Court, located at 4050 Main Street, Riverside California 92501, on Plaintiff Samuel
3 Elliott's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees,
4 Costs, and Enhancement Award ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared
5 on behalf of Plaintiff, and The Turek Law Firm appeared on behalf of Defendants Med-Data,
6 Incorporated, Cardon Healthcare Network, Inc., Diversified Healthcare Services, Inc., Alegis
7 Revenue Group, LLC, and Mednax Services, Inc. ("Defendants").

8 On April 6, 2022, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Class Action and PAGA Settlement
11 Agreement, which is attached as "EXHIBIT 1" to the Declaration of Edwin Aiwarzian in Support
12 of Plaintiff's Motion for Preliminary Approval of Class Action Settlement filed on November 4,
13 2021. Pursuant to the Court's direction, the parties executed Amendment No. 1 to Class Action
14 and PAGA Settlement Agreement, attached as "EXHIBIT 1" to the Supplemental Declaration of
15 Edwin Aiwarzian in Support of Plaintiff's Motion for Preliminary Approval of Class Action
16 Settlement filed on December 20, 2021. Pursuant to the Court's direction, the parties executed
17 Amendment No. 2 to Class Action and PAGA Settlement Agreement, attached as "EXHIBIT 1"
18 to the Further Supplemental Declaration of Edwin Aiwarzian in Support of Plaintiff's Motion for
19 Preliminary Approval of Class Action Settlement filed on March 22, 2022. The Class Action and
20 PAGA Settlement Agreement, Amendment No. 1 to Class Action and PAGA Settlement
21 Agreement, and Amendment No. 2 to Class Action and PAGA Settlement Agreement are together
22 referred as "Settlement," "Agreement," or "Settlement Agreement", which, together with the
23 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

24 Having reviewed the Settlement Agreement and duly considered the parties' papers and
25 oral argument, and good cause appearing,

26 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

27 1. All terms used herein shall have the same meaning as defined in the Settlement
28 Agreement and the Preliminary Approval Order.

1 2. This Court has jurisdiction over the claims of the Class Members asserted in this
2 proceeding and over all parties to the Action.

3 3. The Court finds that the applicable requirements of California Code of Civil
4 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
5 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
6 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
7 hereby defined to include:

8 All current and former hourly-paid or non-exempt employees who worked for
9 Defendant in California at any time between March 13, 2015 and August 19,
10 2020 (“Class” or “Class Members”).

11 4. The Notice Packet, comprised of the Notice of Class Action Settlement (“Class
12 Notice”), Exclusion Form, and Objection Form that was provided to the Class Members, fully and
13 accurately informed the Class Members of all material elements of the Settlement and of their
14 opportunity to participate in, object to or comment thereon, or to seek exclusion from, the
15 Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient
16 notice to all Class Members; and complied fully with the laws of the State of California, the United
17 States Constitution, due process and other applicable law. The Notice Packet fairly and adequately
18 described the Settlement and provided the Class Members with adequate instructions and a variety
19 of means to obtain additional information.

20 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
21 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
22 specifically, the Court finds that the Settlement was reached following meaningful discovery and
23 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
24 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
25 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
26 Court has considered all of the evidence presented, including evidence regarding the strength of
27 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
28 further litigation; the amount offered in the Settlement; the extent of investigation and discovery

completed; and the experience and views of Class Counsel. The Court has further considered the absence of objections to the Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

6. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Settlement. Accordingly, the Court determines that all Class Members who did not timely and validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval Order and Judgment.

7. The Court finds that one Class Member has timely and validly opted out of the Settlement and will not be bound by this Final Approval Order and Judgment.

8. The Court finds that payment of Settlement Administration Costs in the amount of \$10,073.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$10,073.00, in accordance with the terms and methodology set forth in Settlement Agreement.

9. The Court finds that the Enhancement Award sought is fair and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Samuel Elliott for his Enhancement Award, according to the terms and methodology set forth in the Settlement Agreement.

10. The Court finds that the allocation of \$100,000.00 toward penalties under the California Private Attorneys General Act of 2004 (“PAGA Allocation”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Allocation as follows: the amount of \$75,000.00 to the California Labor and Workforce Development Agency, and the amount of \$25,000.00 to be included in the Net Settlement Sum for distribution to Settlement Class Members, according to the terms and methodology set forth in the

Settlement Agreement.

11. The Court finds that the request for attorneys' fees in the amount of \$547,750.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$547,750.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

12. The Court finds that reimbursement of litigation costs and expenses in the amount of \$11,607.46 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$11,607.46 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. The Court hereby enters Judgment by which Settlement Class Members shall be conclusively determined to have given a release of any and all Released Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

14. It is hereby ordered that Defendants shall deposit the Settlement Sum into an account established by the Settlement Administrator within fourteen (14) calendar days after the Effective Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. It is hereby ordered that the Settlement Administrator shall prepare and mail Individual Settlement Share checks, minus applicable withholding, to the Settlement Class Members within seven (7) calendar days after Defendants fund the Settlement Sum, according to the methodology and terms set forth in the Settlement Agreement. It is hereby ordered that any envelope transmitting a Settlement check to a Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

16. It is hereby ordered that any and all settlement checks issued shall be valid and negotiable for one hundred and twenty (120) calendar days from the date the checks are issued. It is hereby ordered that the Settlement Administrator shall mail a reminder postcard to any

1 Settlement Class Member whose Settlement check has not been negotiated within sixty (60)
2 calendar days after the date of the mailing.

3 17. It is hereby ordered that if (i) any of the Settlement Class Members or Aggrieved
4 Employees are current employees of the Defendant, (ii) the distribution mailed to those employees
5 is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement
6 Administrator is unable to locate a valid mailing address, the Settlement Administrator shall
7 arrange with the Defendants to have those distributions delivered to the employees at their place
8 of employment.

9 18. It is hereby ordered that the funds associated with an Individual Settlement Share
10 check that is undeliverable or not been cashed, deposited, or otherwise negotiated within one
11 hundred and twenty (120) days after the date listed on the check (“Check Cashing Deadline”), the
12 check will be cancelled and associated funds shall be distributed to Voluntary Legal Services
13 Program – Employment Law Clinic Rural Legal Assistance, Inc., a *cy pres* recipient pursuant to
14 Code of Civil Procedure section 384 (as amended effective January 1, 2019).

15 19. After entry of this Final Approval Order and Judgment, pursuant to California Rules
16 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
17 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
18 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
19 any dispute arising from or in connection with the distribution of settlement benefits.

20 20. Notice of entry of this Final Approval Order and Judgment shall be given to the
21 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.’s
22 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
23 Order and Judgment. Individualized notice is not required.

24 21. Pursuant to California Code of Civil Procedure section 384, no later than ten (10)
25 calendar days after the Check Cashing Deadline, the parties shall submit a report prepared by the
26 Settlement Administrator to the Court specifying, among other things, the date settlement checks
27 were mailed to Settlement Class Members , the total number of settlement checks mailed, the
28 average amount of the settlement checks mailed, the total amount paid to Participating Class

1 Members, the number of settlement checks that remain uncashed, the leftover residual of
2 settlement funds that will be paid to the entities identified as recipients of such funds in the
3 Settlement Agreement, the average amount of the uncashed settlement checks, and the nature and
4 date of the disposition of the unclaimed funds, along with a proposed amended judgment
5 containing language addressing the tentative transmission of the leftover residual funds to the
6 entities identified as recipients of such funds in the Settlement Agreement and also the release of
7 the portion of the attorneys' fees that were held back. No later than five (5) calendar days after
8 receipt of notice of the entry of the amended judgment, Class Counsel shall submit the amended
9 judgment to the Judicial Council, pursuant to California Code of Civil Procedure section 384.5

10
11 Dated: _____

HONORABLE CRAIG C. RIEMER
JUDGE OF THE SUPERIOR COURT