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FILED
Superior Court of California
County of Los Angeles

02/27/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

PHUC QUAN TRAN, LISA LEPERA,
MELVIN GEORGE, MAI LOR, YESSICA
CRUZ, and CANDICE RIVERA, individuals
on behalf of themselves and others similarly
situated,

Plaintiffs,

v.

SNAPMEDTECH, INC., a Corporation;
DOES 1 through 50, inclusive,

Defendants.

Case No: 21STCV31264

*Case Assigned for All Purposes to Honorable
Stuart M. Rice*

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT; APPLICATION FOR
PLAINTIFFS' COUNSEL FEES,
PLAINTIFF'S COUNSEL COSTS, AND
SERVICE AWARDS; AND FINAL
JUDGMENT THEREON**

1 This matter is before the Court on Plaintiffs Quan Tran, Lisa Lepera, Melvin George, Mai
2 Lor, Yessica Cruz, and Candice Rivera (collectively “Plaintiffs”) Unopposed Motion for Final
3 Approval of Class and PAGA Action Settlement.

4 Plaintiffs and Defendant SnapMedTech, Inc., doing business as SnapNurse (“Defendant”)
5 (collectively the “Parties”) have submitted their Joint Class Settlement & Release Agreement (the
6 “Agreement” or “Settlement”), which this Court preliminarily approved by its September 20,
7 2022 Order (the “Preliminary Approval Order”). In accordance with the Preliminary Approval
8 Order, Settlement Class Members have been given adequate notice of the terms of the Settlement
9 and the opportunity to object to it or to exclude 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 following
18 Settlement Class:

19 All individuals currently or formerly employed by Defendant in
20 the State of California and classified as an hourly, piece rate or day
21 rate non-exempt employee at any time from March 17, 2017,
22 through April 24, 2022.

23 3. “Aggrieved Employees” means all individuals currently or formerly employed by
24 Defendant in the State of California and classified as an hourly, piece rate or day rate non-exempt
25 employee at any time from March 24, 2020, through April 24, 2022.

26 4. Pursuant to the Preliminary Approval Order, the notice to the Settlement Class
27 (“Settlement Notice”) was sent to each class member by first-class mail. The Settlement Notice
28 informed Settlement Class Members of the terms of the Settlement; their right to receive an

1 individual settlement payment, their right to comment on or object to the Settlement the requested
2 Plaintiffs' Counsel Fees, Plaintiffs' Counsel Costs, and Service Awards; their right to elect not to
3 participate in the Settlement and pursue their own remedies; and their right to appear in person
4 and/or by counsel at the Final Approval Hearing and be heard regarding approval of the
5 Settlement. Adequate periods of time were provided by each of these procedures.

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

11 6. No members of the Settlement Class objected to the Settlement.

12 7. The following class members have elected not to participate in the Settlement and
13 thus shall not be bound by the Settlement or the Judgment, except that if they are an Aggrieved
14 Employee, they will receive payment from the Net PAGA Amount and will be bound by the
15 PAGA Release:

- 16 • Gustavo Naranjo
- 17 • Christopher Maguire
- 18 • Linda Sanchez
- 19 • Robert Silvestrone
- 20 • Peter Mwasokwa

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

26 9. The Court finds and determines that the all-inclusive Gross Settlement Fund in the
27 amount of \$3,400,000.00 and the individual settlement payments to be paid to the Participating
28 Individuals under the Settlement are fair and reasonable. The Court hereby grants final approval

1 to and orders the payment of those amounts be distributed to the Participating Individuals out of
2 the Net Settlement Fund in accordance with the Agreement. Pursuant to the terms of the
3 Agreement, the Settlement Administrator is directed to make the payments to each Participating
4 Individual.

5 10. The Court finds and determines that the Settlement Administration Costs for
6 administering the Settlement, in the amount of \$40,000.00 are fair and reasonable. The Court
7 hereby grants final approval to and orders that the payment of that amount be paid out of the
8 Gross Settlement Fund to the Settlement Administrator in accordance with the Agreement.

9 11. The Court finds and determines that a Service Award in the amount of \$7,500 to
10 each Plaintiff is fair and reasonable and hereby orders that each Plaintiff receive said amount out
11 of the Gross Settlement Amount. .

12 12. The Court further finds and determines that the request by Plaintiffs' counsel for a
13 Plaintiffs' Counsel Fees award is fair and reasonable and hereby orders that \$1,133,333.33 (one-
14 third of the Gross Settlement Fund) be paid to Plaintiffs' counsel out of the Gross Settlement
15 Fund in accordance with the Agreement, which shall be divided as follows: 35% to Hayes
16 Pawlenko LLP, 35% to Shakouri Law Firm, 15% to Blumenthal Nordrehaug Bhowmik De Blouw
17 LLP, and 15% to Schneider Wallace Cottrell Konecky LLP.

18 13. The Court also finds and determines that the request by Plaintiffs' counsel for a
19 Plaintiffs' Counsel Costs award is fair and reasonable and hereby orders that \$23,124.65 be paid
20 to Plaintiffs' counsel out of the Gross Settlement Fund in accordance with the Agreement, with
21 \$5,830.64 paid to Hayes Pawlenko LLP, \$8,679.00 paid to Shakouri Law Firm, \$2,636.61 paid to
22 Blumenthal Nordrehaug Bhowmik De Blouw LLP, and \$5,978.40 to Schneider Wallace Cottrell
23 Konecky LLP.

24 14. The Court finds and determines that the Net PAGA Amount of \$18,000.00 to be
25 paid to the Aggrieved Employees under the Settlement is fair and reasonable. The Court hereby
26 finally approves said payment and orders that payment be made pursuant to the terms of the
27 Settlement.

28 15. The Court further finds and determines that payment to the California Labor &

1 Workforce Development Agency of \$54,000.00, as its share of the settlement of civil penalties
2 under the California Private Attorneys General Act, Labor Code section 2698, et seq., is fair and
3 reasonable. The Court hereby finally approves said payment and orders that payment be made
4 pursuant to the terms of the Settlement.

5 16. Upon Final Approval of the Settlement and the full funding of the Gross
6 Settlement Fund by Defendant, all Participating Individuals (i.e., Settlement Class Members who
7 did not timely and validly opt out) shall release the Released Parties from all “Class Released
8 Claims” through April 24, 2022, which are defined as: any and all claims, debts, liabilities,
9 demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action,
10 contingent or accrued, that were asserted or could have been asserted based on the facts alleged in
11 the consolidated First Amended Complaint in the Tran Action, which includes claims for unpaid
12 minimum or overtime wages, failure to pay for all hours worked, failure to pay reporting time
13 pay, solicitation by misrepresentation, failure to provide meal breaks, failure to authorize and/or
14 permit rest breaks, failure to reimburse business expenses, failure to furnish accurate wage
15 statements, failure to timely pay wages, waiting time penalties, unfair business practices, that
16 were alleged or could have been alleged based on the facts of the consolidated First Amended
17 Complaint in the Tran Action. This release also includes, but is not limited to, a release for claims
18 brought under California Labor Code Sections 200, 201, 202, 203, 204, 210, 223, 226, 226.7,
19 226.8, 500, 510, 512, 558, 970, 1174, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
20 2802, California Business and Professions Code Section 17200 and the applicable Wage Order(s)
21 under which Participating Individuals worked for Defendant.

22 17. Upon Final Approval of the Settlement and the full funding of the Gross
23 Settlement Fund by Defendant, Plaintiffs, on behalf of the State of California and all Aggrieved
24 Employees, shall release the Released Parties from all claims for PAGA penalties that were
25 alleged, or reasonably could have been alleged, based on the Qualifying PAGA Pay Period facts
26 stated in the First Amended Complaint in the Tran Action and Plaintiffs’ PAGA Notices, which
27 includes civil penalties for violation of Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
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226.8, 500, 510, 512, 558, 90, 1174, 1194, 1182, 1182.12, 1197, 1198, 2802, and the applicable Wage Order(s) ("PAGA Release").

18. Upon Final Approval of the Settlement and the full funding of the Gross Settlement Fund by Defendant, Plaintiffs Lisa Lepera, Melvin George, Mai Lor, and Phuc Quan Tran, in their individual capacity, shall each irrevocably and unconditionally release, acquit, and discharge the Released Parties from any and all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, which the person giving this release now has, owns, or holds, or claims to have, own, or hold, or which said person at any time heretofore had, owned, or hold, or claimed to have, own, or hold, against each or any of the Released Parties, arising from acts, events, or circumstances occurring on or before the Effective Date.

19. Plaintiffs Lisa Lepera, Melvin George, Mai Lor, and Phuc Quan Tran expressly waive the benefits of California Civil Code section 1542, which provides as follows:

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

20. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order, including the requirement that Defendant makes payment in accordance with the Agreement.

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

22. The Parties entered into the Settlement solely for the purpose of compromising and

1 settling disputed claims. Defendant in no way admits any violation of law or any liability
2 whatsoever to Plaintiffs and the Settlement Class, individually or collectively, all such liability
3 being expressly denied by Defendant.

4 23. By means of this Final Approval Order, this Court hereby enters final judgment in
5 this action.

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

10 25. The Court orders Class Counsel to file a final report, supported by declaration,
11 summarizing all distributions made pursuant to the approved Settlement by December 22, 2023.
12 A non-appearance hearing for submission of the final report is set for the same date.

13 26. The Parties are hereby ordered to comply with the terms of the Agreement.

14 27. Each side to bear its own costs and attorneys' fees except as provided by the
15 Settlement and this Final Approval Order and Judgment.

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18 DATED: 02/27/2023



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

19 Stuart M. Rice / Judge
20 HON. STUART M. RICE
21 LOS ANGELES SUPERIOR COURT
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