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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SAN BERNARDINO

11
12 ANDREA R. ROMO, individually, and on behalf
of all others similarly situated,

13 *Plaintiff,*

14
15 vs.

16 ALL STAR PHYSICAL THERAPY, INC., a
17 California corporation; and DOES 1 through 10,
inclusive,

18 *Defendants.*

Case No.: CIVSB2129969

[Assigned for all purposes to the Hon. Jessica
Morgan, Dept. S-26]

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 10, 2024
Time: 8:30 a.m.
Courtroom: Dept. S-26
Judge: Hon. Jessica Morgan

Action Filed: October 20, 2021
Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on December 10, 2024, upon Plaintiff's Motion for Final Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement" or "Settlement"). (See Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ["Leviant Decl."], at Exh. 1.)

After reviewing the Agreement, the Notice process, having reviewed the entire record on this action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders as follows:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

3. Under the terms of the Settlement, the Gross Settlement Amount and monetary terms, including all requested awards, are as follows:

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount ("GSA")	\$600,000.00 (employer-side taxes separate)
Settlement Administration (bid amount)	\$9,000.00
Requested Attorney's Fees (one-third of revised GSA)	\$200,000.00
Requested Costs (not to exceed)	\$18,365.88
PAGA Penalty Allocation	\$60,000
Requested Enhancement	\$7,500.00
Estimated Net Settlement Amount	\$305,134.12

1 The amounts awarded by the Court are set forth below.

2 4. The Parties' Settlement is granted final approval as it meets the criteria for final
3 settlement approval. In granting final approval of the class action settlement the Court has considered the
4 factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v.*
5 *Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706
6 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable, and
7 adequate, pursuant to California Code of Civil Procedure § 382. The settlement falls within the range of
8 possible approval as fair, adequate and reasonable, and appears to be the product of arm's-length and
9 informed negotiations and to treat all Class Members fairly. The Settlement Class meets the
10 requirements for conditional certification for settlement purposes only under Code of Civil Procedure
11 § 382.

12 5. The Class Notice provided to the Settlement Class conforms with the requirements of
13 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
14 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
15 under the circumstances, by providing individual notice to all Class Members who could be identified
16 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
17 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of
18 due process.

19 6. The following persons are certified as Class Members solely for the purpose of entering
20 a settlement in this matter:

21 All persons employed by Defendant as non-exempt employees in the State of California
22 during the Class Period (the "Class Period" is October 20, 2017 through November 12,
23 2023). "Participating Class Member" means a Class Member who does not submit a
valid and timely Request for Exclusion from the Class portion of the Settlement.
(Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34.)

24 No Class Members requested exclusion from the Class. All Class Members are Participating Class
25 Members and are bound by the Final Approval Order and Judgment in the Action.

26 7. Plaintiff ANDREA R. ROMO is appointed as the Class Representative. The Court
27 finds Plaintiff's counsel is adequate, as they are experienced in wage and hour class action litigation
28

1 and have no conflicts of interest with absent Class Members, and that they adequately represented the
2 interests of absent class members in the Litigation. Moon Law Group, PC, is appointed Class Counsel.

3 8. All Class Members who worked at any time between October 20, 2020 through
4 November 12, 2023 are “Aggrieved Employees” for purposes of distributing the \$15,000.00 as
5 Individual PAGA Payments. Class Members cannot opt out of the release of the PAGA claims and will
6 therefore receive a share of the \$15,000.00, irrespective of whether they are Participating Class
7 Members.

8 9. The Court confirms the appointment of Phoenix Settlement Administrators, to act as the
9 Settlement Administrator, pursuant to the terms set forth in the Agreement.

10 10. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and
11 compensation to the Class Members shall be implemented pursuant to the terms of the Settlement and
12 this Final Approval Order.

13 11. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
14 Member, and in recognition of the Plaintiff’s efforts on behalf of the Settlement Class, the Court hereby
15 approves the payment of a Class Representative Enhancement Payment to Plaintiff in the amount of
16 **\$7,500.00**.

17 12. The Court approves the payment of attorneys’ fees to Class Counsel in the total amount
18 of **\$200,000.00**. Litigation expenses in the amount of **\$18,365.88** to Class Counsel are approved by the
19 Court.

20 13. The Court approves and orders payment in the amount of **\$9,000.00** to Phoenix
21 Settlement Administrators, for performance of its services as the Settlement Administrator.

22 14. Upon completion of administration of the Settlement, the Parties shall file a declaration
23 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
24 have been completed.

25 15. The Court sets a non-appearance case review regarding compliance with all fund
26 distribution requirements under the Settlement for _____, at _____, in
27 Dept. S-26 of the above-entitled Court. A Final Report, including any declaration from the Settlement
28 Administrator regarding compliance, shall be filed with the Court no later than

1 _____.

2 16. The Court approves and orders payment in the amount of \$45,000.00 to the Labor and

3 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys

4 General Act of 2004 (Labor Code § 2698 *et seq.*).

5 17. Once Defendants fully funds the Settlement by paying all amounts due under the

6 Agreement and this Order, the Class Representative and each Putative Class Member will release Class

7 claims as follows:

8 All claims, causes of action and factual or legal theories that were alleged on behalf of

9 Participating Class Members in the Action, or reasonably could have been alleged

10 based on the facts and legal theories contained in the First Amended Complaint or any

11 subsequent complaint (“Operative Complaint”). The release will be as to the Released

12 Parties.

13 (Agreement, ¶ 5.2.)

14 18. Once Defendants fully funds the Settlement by paying all amounts due under the

15 Agreement and this Order, the Aggrieved Employees will release PAGA claims as follows:

16 All Class Members who are Aggrieved Employees are deemed to release, on behalf of

17 themselves and their respective former and present representatives, agents, attorneys,

18 heirs, administrators, successors, and assigns, the Released Parties from all claims for

19 civil penalties under PAGA, based on the facts and Labor Code sections alleged in

20 Plaintiff’s PAGA letter and the Operative Complaint.

21 (Agreement, ¶ 5.3.)

22 19. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,

23 pursuant to Labor Code § 2699(1)(3).

24 20. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth

25 in the Agreement.

26 21. The Court retains jurisdiction to consider all further applications arising out of or in

27 connection with the settlement.

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1 22. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall
2 give notice to the Class of the entry of this Order, and any final judgment entered in this Action, by
3 posting it on its website.

4 **IT IS SO ORDERED.**

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6 Dated: _____

7 Hon. Jessica Morgan
8 SAN BERNARDINO SUPERIOR COURT JUDGE
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 South Figueroa Street, 31st Floor, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Kevin M. Erwin
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Telephone: (949) 885-1360
kevin.erwin@jacksonlewis.com

Counsel for Defendant ALL STAR PHYSICAL THERAPY, INC.

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.
- ☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **November 14, 2024** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature