

CASE NAME: Gillette v. Copan Diagnostics, Inc.	CASE NUMBER:
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**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

DA VEGA FISHER MECHTENBERG LLP, 232 E. Anapamu St., Santa Barbara, CA 93101

b. My electronic service address is (*specify*): mdavega@mdmflaw.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

C. Edward Langhammer, Jr. (attorney for Defendant Copan Diagnostics, Inc.)
Cozen O'Connor, 401 Wilshire Blvd., Suite 850, Santa Monica, CA 90401

b. To (*electronic service address of person served*): clanghammer@cozen.com

c. On (*date*): July 31, 2023

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 31, 2023

Matthew S. Da Vega

(TYPE OR PRINT NAME OF DECLARANT)



Matthew S. Da Vega

(SIGNATURE OF DECLARANT)

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Attorneys for Plaintiff and the Proposed Plaintiff Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

WAYNE DOUGLAS GILLETTE, on
behalf of himself and all similarly situated,

Plaintiff,

v.

COPAN DIAGNOSTICS, INC.,; and
DOES 1-100, inclusive,

Defendants.

Case No.: CVRI2105284

CLASS and REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT and ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS
SETTLEMENT and ATTORNEYS' FEES and
COSTS**

Assigned For All Purposes to the Hon. Harold W.
Hopp (Dept. 10)

Date: August 24, 2023
Time: 8:30 a.m.
Location: Dept. 10 (Hon. Harold W. Hopp)

Reservation ID# 413303880178

1 Plaintiff Wayne Douglas Gillette ("Plaintiff"), individually, and on behalf of similarly
2 situated persons, and Defendant Defendant Copan Diagnostics, Inc., ("Defendant" or
3 "Copan")(or together with the Plaintiff, the "Parties") reached a class action and PAGA
4 settlement, upon the terms and conditions set forth in the Parties' Joint Stipulation of Class
5 Action Settlement and Release and later an amended version ("Settlement Agreement"), a copy
6 of which was attached to Plaintiffs' Notice of Motion and Unopposed Motion for Preliminary
7 Approval of Class Settlement ("Preliminary Approval").

8 On April 25, 2023, the Court issued its Order Granting Preliminary Approval of Class
9 Settlement ("Preliminary Approval Order").

10 Due and adequate notice having been given to the Class Members, as defined below,
11 and the Court having considered Plaintiff's Notice of Motion and Motion for Final Approval of
12 Class Action Settlement ("Motion") and the exhibits thereto, all papers filed and proceedings
13 had herein and any written objections/disputes received regarding the proposed Settlement, and
14 having reviewed the record in the Action, and good cause appearing,

15 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

16 **RECITALS**

17 1. On July 31, 2023, Plaintiff filed an unopposed Motion for Final Approval of
18 Class Settlement, Class Representative Enhancement Award, Settlement Administrator Costs
19 and Class Counsel's Attorneys Fees and Costs.

20 2. On August 24, 2023 the Court held a Final Approval/Fairness Hearing related to
21 the proposed Class and PAGA Settlement.

22 **FINDINGS**

23 3. **Fair, Adequate and Reasonable:** The Court finds that the Settlement is, in all
24 respects, fair, adequate, and reasonable. In making this finding, the Court considers the nature
25 of the claims and the risks inherent in such claims, the good result obtained, Defendant's
26 potential liability, and the fact that this settlement represents a compromise of the Parties'
27 respective positions rather than the result of a finding of liability at trial. The Court further
28 finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant
preferential treatment to Plaintiff. Therefore, the Court finds that the Settlement was entered

1 into in good faith.

2 4. **Class Notice:** The Court additionally notes the significant benefits to the Class
3 Members under the Settlement Agreement, and finds that the distribution of the Class Notice of
4 Settlement to the Class Members as set forth in the Settlement Agreement has been completed
5 in conformity with the Settlement Agreement and order granting preliminary approval of the
6 Settlement. The Notice of Class Settlement provided adequate notice of the proceedings and
7 about the case, including the proposed settlement terms as set forth in the Settlement
8 Agreement. The Notice of Class Settlement fully satisfied due process requirements. The
9 Notice of Class Settlement was sent via first class U.S. Mail to all persons entitled to such
10 notice and to all Class Members. As executed, the Notice of Class Settlement was the best
11 notice practicable under the circumstances.

12 **ORDER**

13 5. The Court hereby **GRANTS FINAL APPROVAL** of the class settlement upon
14 the terms and conditions set forth in the Settlement Agreement.

15 6. **Class Definition:** The Court hereby certifies, for settlement purposes only, the
16 following class.

17 The settlement class is defined as:

18 “All current and former Field Service Engineer employees who physically
19 performed work for Defendant in the State of California from November
20 19, 2017, until the date of order or preliminary approval” “Class
21 Member(s)” refers to a member(s) of the Class.” (Settlement Agreement
22 §1.1; Preliminary Approval Order)

23 “Class Period” refers to the period of time from November 19, 2017
24 through the date the Court grants preliminary approval of the Settlement.
(Settlement Agreement §1.7; Preliminary Approval Order)

25 “Settlement Class Members” is defined to mean those Class Members who
26 have not “opted out” of the Class Settlement by submitting a timely and
27 valid Request for Exclusion. (Settlement Agreement §1.35; Preliminary
28 Approval Order)

29 7. **Class Representative:** The Court hereby appoints Wayne Douglas Gillette as
30 Class Representative, for settlement purposes only.

31 8. **Class Counsel:** The Court hereby appoints Matthew S. Da Vega of Da Vega
32 Fisher Mechtenberg LLP as Class Counsel, for settlement purposes only.

1 9. **Implementation and Residual Monies:** The Court hereby orders the Parties to
2 implement the terms of the Settlement Agreement, and directs Defendant to disburse the funds
3 pursuant to the terms of the Settlement and consistent with this Order and Judgment. All
4 uncashed settlement checks and any residual amounts of the Settlement Fund returned to the
5 Settlement Administrator, plus any accrued interest that has not otherwise been distributed
6 pursuant to order of the Court, shall be distributed as follows: Any settlement checks not
7 cashed after the two class-wide distribution expiration periods shall be void and the sums
8 correlating to those checks not cashed and any residual amounts shall be returned to the
9 Settlement Administrator. The Settlement Administrator will then pay out those residual
10 amounts per guidelines in California Code of Civil Procedure section 384 pay the amount of
11 the uncashed Individual Settlement Checks to the California State Controller's Unclaimed
12 Property Division in accordance with California Unclaimed Property Law.

13 10. **Release:** All Class Members who did not “Opt-Out” of the Settlement shall be
14 bound by the releases provided in the Settlement Agreement and Notice of Class Settlement.

15 11. **Class Representative Enhancement Award:** The Court hereby approves a
16 Class Representative Enhancement Award in the amount of **\$10,000** to the Class
17 Representative to be paid out of the Settlement Amount.

18 12. **Class Counsel Fees and Costs:** The Court hereby approves an award of
19 reasonable attorneys’ fees to Class Counsel in the amount of **\$132,000** and reimbursement of
20 costs and expenses they incurred in this matter in the amount of **\$18,150** to be paid out of the
21 Gross Settlement Amount.

22 13. **Settlement Administrator Costs:** The Court hereby approves an award of
23 **\$8,500** for Settlement Administration costs to be paid out of the Gross Settlement Amount.

24 14. **PAGA Payments:** The Court hereby approves payment for civil penalties
25 under the Private Attorneys General Act of 2004 (“PAGA”) in the amount of **\$5,000** (75% of
26 this amount [**\$3,750**] paid to the California Labor and Workforce Development Agency
27 [“LWDA”] and 25% to this amount [**\$1,250**] back to the PAGA group employees.

28 15. The Court notes that Defendant does not oppose these amounts, and finds these
[PROPOSED] ORDER AND JUDGMENT RE FINAL APPROVAL OF CLASS SETTLEMENT

1 amounts are fair and reasonable under the circumstances and under both the common fund
2 approach and lodestar approach.

3 16. A Compliance Status report shall be filed and served by _____.

4 **JUDGMENT**

5 17. This Judgment is intended to be a final disposition of this action in its entirety,
6 and is intended to be immediately appealable. Pursuant to Rule 3.769(h) of the California Rules
7 of Court, the Court retains jurisdiction over the Parties to enforce the terms of the Settlement
8 and this Judgment.

9 **IT IS SO ORDERED and JUDGMENT IS HEREBY ENTERED**

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11 **DATED:** _____

12 By: _____
13 Honorable Harold W. Hopp
14 Judge of the Superior Court
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