

1. A judgment, decree, or order was entered in this action on *(date)*: August 24, 2023 (Judgment & Order re Final Approval of Class Settlement/Fees)
2. A copy of the judgment, decree, or order is attached to this notice.

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

Matthew S. De Veger
(SIGNATURE)

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Attorneys for Plaintiff and the Proposed Plaintiff Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 24 2023

E. Escobedo

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 The Joint Stipulation of Class Action Settlement Agreement and Release ("Settlement
2 Agreement") in this matter was filed and served with the Plaintiff's Motion for Preliminary
3 Approval of Class Settlement on February 28, 2023. The Settlement Agreement was attached as
4 Exhibit 1 to the Declaration of Matthew S. Da Vega in Support of Motion for Preliminary
5 Approval of Class Action Settlement.

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

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

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

20
21 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

22 **RECITALS**

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

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

28 **FINDINGS**

3. **Fair, Adequate and Reasonable:** The Court finds that the Settlement is, in all respects, fair, adequate, and reasonable. In making this finding, the Court considers the nature of the claims and the risks inherent in such claims, the good result obtained, Defendant's potential liability, and the fact that this settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further 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 into in good faith.

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

ORDER

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

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

The settlement class is defined as:

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

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

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

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

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

9. **Implementation and Residual Monies:** The Court hereby orders the Parties to implement the terms of the Settlement Agreement, and directs Defendant to disburse the funds pursuant to the terms of the Settlement and consistent with this Order and Judgment.

- The envelope transmitting a settlement distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

- Per the Settlement Agreement the Settlement Distribution Checks are negotiable for 120 days from the date of mailing.

- The Settlement Administrator shall mail a reminder postcard to any class member whose settlement distribution check has not been negotiated within 60 days after the date of mailing.

- All uncashed settlement checks and any residual amounts of the Settlement Fund returned to the Settlement Administrator, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be distributed as follows: Any settlement checks not cashed after the two class-wide distribution expiration periods shall be void and the sums correlating to those checks not cashed and any residual amounts shall be returned to the Settlement Administrator. The Settlement Administrator will then pay out those residual amounts per guidelines in California Code of Civil Procedure section 384 pay the amount of the uncashed Individual Settlement Checks to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law.

10. **Release:** All Class Members who did not “Opt-Out” of the Settlement shall be

1 bound by the releases provided in the Settlement Agreement and Notice of Class Settlement.

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

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

9 13. **Settlement Administrator Costs:** The Court hereby approves an award of
10 **\$8,500** for Settlement Administration costs to be paid out of the Gross Settlement Amount.

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

15 15. The Court notes that Defendant does not oppose these amounts, and finds these
16 amounts are fair and reasonable under the circumstances and under both the common fund
17 approach and lodestar approach.

18 16. Notice of Entry of Judgment shall given to the class members (Cal. Rules of
19 Court, rule 3.771(b)), by the Settlement Administrator via First Class Mail/Post Card.

20 17. A Compliance Status report shall be filed and served by April 12, 2024 and the
21 Non-Appearance Final Compliance Report Hearing shall be on April 19, 2024 at 8:30 a.m.

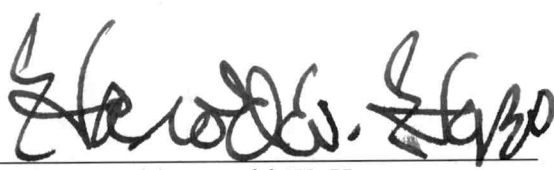
22 **JUDGMENT**

23 18. This Judgment is intended to be a final disposition of this action in its entirety,
24 and is intended to be immediately appealable. Pursuant to Rule 3.769(h) of the California Rules
25 of Court, the Court retains jurisdiction over the Parties to enforce the terms of the Settlement
26 and this Judgment.

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IT IS SO ORDERED and JUDGMENT IS HEREBY ENTERED

DATED: 8/24/23

By: 
Honorable Harold W. Hopp
Judge of the Superior Court

Matthew S. Da Vega (SBN 195443)
Matthew H. Fisher (SBN 229532)
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Attorneys for Plaintiff and Proposed Plaintiffs 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

PROOF OF SERVICE

**RE: NOTICE OF ENTRY OF JUDGMENT
and ORDER GRANTING PLAINTIFF's
MOTION FOR FINAL APPROVAL OF
CLASS SETTLEMENT and ATTORNEY's
FEES and COSTS**

Assigned For All Purposes to the Honorable
Harold Hopp (Dept. 1)

Reservation ID#: 413303880178

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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I am employed in the County of Santa Barbara, State of California. I am over the age of 18 years and not a party to this action. My business address is 232 E. Anapamu St., Santa Barbara, CA 93101, and E-mail: Mdavega@mdmflaw.com. On August 28, 2023, at I served on the foregoing documents via E-mail described as:

1. NOTICE OF ENTRY OF JUDGMENT and ORDER GRANTING PLAINTIFF's MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT and ATTORNEY's FEES and COSTS

on the interested parties in this action:

SEE ATTACHED SERVICE LIST

BY U.S. POSTAL SERVICE: This document was served by United States mail. I enclosed the document in a sealed envelope or package addressed to the person(s) at the address(es) above and placed the envelope(s) for collection and mailing, following our ordinary business practices. I am readily familiar with this firm's practice of collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service at Santa Barbara, California, in a sealed envelope with postage fully paid.

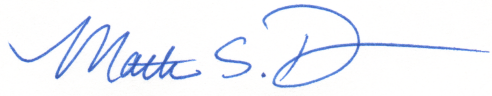
BY FACSIMILE: The document(s) were served by facsimile. The facsimile transmission was without error and completed prior to 5:00 p.m. A copy of the transmission report is available upon request.

BY OVERNIGHT DELIVERY: The document(s) were served by overnight delivery via . I enclosed the document in a sealed envelope or package addressed to the person(s) and the address(es) above and placed the envelope(s) for pick-up by . I am readily familiar with the firm's practice of collection and processing correspondence on the same day with this courier service, for overnight delivery.

X BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on August 28, 2023 at Santa Barbara, California.



Matthew S. Da Vega

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Riverside County Superior Court