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

REGINIA SAM, 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.

CONCORDANCE HEALTHCARE
SOLUTIONS, LLC, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CVRI2102017

Honorable Harold Hopp
Department 1

CLASS ACTION

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

Date: August 1, 2023
Time: 8:30 a.m.
Department: 1

Complaint Filed: April 29, 2021
FAC Filed: March 9, 2022
Trial Date: None Set

1 This matter has come before the Honorable Harold Hopp in Department 1 of the above-
2 entitled Court, located at 4050 Main St., Riverside, California 92501, on Plaintiff Reginia Sam’s
3 (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Attorneys’ Fees, Costs, and
4 Enhancement Payment (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on
5 behalf of Plaintiff, and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared on behalf of
6 Defendant Concordance Healthcare Solutions, LLC (“Defendant”).

7 On March 14, 2023, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled action (“Action”) in accordance with the First Amended Joint Stipulation of
10 Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement
11 Agreement”), which is attached as “EXHIBIT 3” to the Declaration of Joanna Ghosh in Support
12 of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, which, together with
13 the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

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

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

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

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

26 All current and former non-exempt employees who were employed by Defendant
27 within the State of California at any time during the period from April 29, 2017
28 through January 12, 2022 (“Class” or “Class Members”).

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

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
12 specifically, the Court finds that the Settlement was reached following meaningful discovery and
13 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
14 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
15 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
16 Court has considered all of the evidence presented, including evidence regarding the strength of
17 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
19 completed; and the experience and views of Class Counsel. The Court has further considered the
20 absence of objections to and requests for exclusion from the Class Settlement submitted by Class
21 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
22 with the Settlement Agreement and the following terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
26 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
27 submit a timely and validly Request for Exclusion (“Settlement Class Members”) are bound by
28 this Final Approval Order and Judgment and the State of California and all non-exempt

employees who were employed by Defendant in California at any time during the period from September 7, 2019 through January 12, 2022 (“PAGA Employees”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

7. The Court finds that payment of Settlement Administration Costs in the amount of \$7,000.00 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, Phoenix Class Action Administration Solutions, shall issue payment to itself in the amount of \$7,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

8. The Court finds that the Enhancement Payment 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 \$7,500.00 to Plaintiff Reginia Sam for her Enhancement Payment, according to the terms and methodology set forth in the Settlement Agreement.

9. The Court finds that the allocation of \$67,500.00 toward penalties under the California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Amount as follows: the amount of \$50,625.00 to the California Labor and Workforce Development Agency (“LWDA Payment”), and the amount of \$16,875.00 to be distributed on a *pro rata* basis to PAGA Employees (“PAGA Employee Amount”), according to the terms and methodology set forth in the Settlement Agreement.

10. The Court finds that the request for attorneys’ fees in the amount of \$157,500.00 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 \$157,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

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1 11. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$12,882.24 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$12,882.24 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 12. The Court hereby enters Judgment by which (i) Settlement Class Members shall be
7 conclusively determined to have given a release of any and all Released Class Claims against the
8 Released Parties, as set forth in the Settlement Agreement and Class Notice, (ii) Plaintiff and the
9 State of California with respect to the PAGA Employees shall be conclusively determined to have
10 given a release of any and all Released PAGA Claims, against the Released Parties, as set forth in
11 the Settlement Agreement and Class Notice, and (iii) Plaintiff shall be conclusively determined to
12 have given a general release of all claims, known and unknown, against the Released Parties, as
13 set forth in the Settlement Agreement. This Judgment shall have res judicata effect.

14 13. It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount
15 plus an amount sufficient for Employer Taxes into an account established by the Settlement
16 Administrator within thirty (30) calendar days after the Effective Date, in accordance with the
17 terms and methodology set forth in the Settlement Agreement.

18 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
19 Settlement Payments to the Settlement Class Members and Individual PAGA Payments to PAGA
20 Employees within seven (7) calendar days after Defendant funds the Maximum Settlement
21 Amount, according to the methodology and terms set forth in the Settlement Agreement. It is
22 hereby ordered than any envelope transmitting a Settlement check to a Class Member shall bear
23 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

24 15. It is hereby ordered that if (i) any of the Settlement Class Members or PAGA
25 Employees are current employees of the Defendant, (ii) the distribution mailed to those employees
26 is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement
27 Administrator is unable to locate a valid mailing address, the Settlement Administrator shall
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1 arrange with the Defendant to have those distributions delivered to the employees at their place of
2 employment.

3 16. Each Individual Settlement Payment and Individual PAGA Payment check will be
4 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks
5 are issued, and thereafter, shall be cancelled. All funds represented by uncashed checks
6 remaining in the qualified settlement account established by the Settlement Administrator shall
7 be distributed to the Controller of the State of California to be held pursuant to the Unclaimed
8 Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those Settlement Class
9 Members and PAGA Employees who did not cash their checks until such time that they claim
10 their property. It is hereby ordered that the Settlement Administrator shall mail a reminder
11 postcard to any Settlement Class Member or PAGA Employee whose Settlement check has not
12 been negotiated within sixty (60) calendar days after the date of the mailing.

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

18 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
19 Class Members by posting a copy of the Final Approval Order and Judgment on the Settlement
20 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of
21 this Final Approval Order and Judgment. Individualized notice is not required.

22 19. A Final Report (Nonappearance) Hearing is set for _____ at
23 _____ a.m./p.m. in Department 1 of the Riverside County Superior Court, located at 4050
24 Main St., Riverside, California 92501. The deadline for Class Counsel to file a declaration from
25 the Settlement Administrator concerning the total amount that was actually paid to the Settlement
26 Class Members and PAGA Employees is _____. The declaration shall describe
27 the date the checks were mailed, the total number of checks mailed to Settlement Class Members
28 and PAGA Employees, the average amount of those checks, the number of checks that remain

1 uncashed, the total value of those uncashed checks, the average amount of the uncashed checks,
2 and the nature and date of the disposition of those unclaimed funds, and if Code of Civil Procedure
3 section 384.5 is applicable, the declaration shall be accompanied by a proposed amended judgment
4 that complies with that section.

5 20. The Agreement and this Settlement are not an admission by Defendant, nor is this
6 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
7 wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for
8 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
9 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
10 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
11 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
12 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
13 an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
14 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
15 Order and Judgment, the Settlement Agreement, or any other papers and records on file in the
16 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
17 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
18 Claims, Released PAGA Claims, and/or Plaintiff's released claims.

19 21. If the Settlement Agreement does not become final and effective in accordance with
20 the terms of the Settlement Agreement, then this Final Approval Order and Judgment, and all
21 orders entered in connection herewith, shall be rendered null and void and shall be vacated, and
22 the Parties shall revert to their respective positions as of before entering into the Settlement
23 Agreement, and expressly reserve their respective rights regarding the prosecution and defense of
24 this Action, including all available defenses and affirmative defenses, and arguments that any
25 claim in the Action could not be certified as a class action and/or managed as a representative
26 action.

27 Dated: _____

28 _____
HONORABLE HAROLD HOPP
JUDGE OF THE SUPERIOR COURT