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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 26 2025

E. Escobedo

CAD

FEB 27 2025

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

14 SHARONE BLACKBURN, on behalf of herself
and on behalf of all others similarly situated,

15
16 Plaintiff,

17 vs.

18 ACTRIV HEALTHCARE, INC., a corporation;
and DOES 1 through 100,

19
20 Defendants.

Case No. CVRI2205649

*[Case Assigned for all purposes to the Hon.
Harold W. Hopp; Dept. 1]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: February 26, 2025
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: December 28, 2022
Trial Date: None set.

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[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT

1 This matter came on regularly for hearing before this Court on February 26, 2025 at 8:30
2 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the Parties' Stipulation of Settlement ("Settlement Agreement")¹ and the documents
5 and evidence presented in support thereof, and recognizing the sharply disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be
7 received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling
8 that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith,
9 arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby
10 GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and ORDERS as
11 follows:

12 1. Final judgment is hereby entered in conformity with the Settlement Agreement
13 and this Final Approval Order.

14 2. The conditional class certification contained in the Preliminary Approval Order is
15 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
16 Class consisting of: **All current and former non-exempt employees who worked for**
17 **Defendant Actriv Healthcare, Inc. ("Defendant") in California at any time from December**
18 **28, 2018 through October 18, 2024 ("Class Period").**

19 3. Plaintiff Sharone Blackburn is hereby confirmed as the Class Representative, and
20 Abramson Labor Group is confirmed as Class Counsel.

21 4. Notice was provided to the Settlement Class as set forth in the Settlement, which
22 was preliminarily approved by the Court on October 18, 2024, and the notice process has been
23 completed in conformity with the Court's Orders. The Court finds that said notice was the best
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25 ¹ The Settlement Agreement ("Settlement") was filed on September 25, 2024 as Exhibit A to the
26 Declaration of Neil M. Larsen In Support of Plaintiff's Motion For Preliminary Approval of Class
27 Action Settlement. All terms used in this Order and Final Judgment shall have the same meaning
as that assigned to them in the Settlement.

notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Class Members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Class Member objected to the Settlement, no Class Members have elected to opt-out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

6. The Court hereby approves the Settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

8. The Court finds that given the absence of objections to the Settlement, and objections being a prerequisite to appeal, that this Order shall be considered final as of the date of entry.

9. The Court orders that Defendant Activ HealthCare, Inc. shall deposit the Gross Settlement Amount in the amount of \$125,000.00 with the Settlement Administrator, Phoenix Settlement Administrators, within thirty (30) calendar days of the Effective Date as defined in the Settlement Agreement.

10. The Court orders that any Settlement Awards that remain uncashed after 180 days after they are mailed shall be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Settlement Class member whose check is not cashed.

11. The Court finds that the Settlement Awards, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual Settlement Awards in conformity with the terms of the Settlement. The Court further orders that any envelop transmitting a Settlement Award to a Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The Court further orders that the Settlement Administrator shall mail a reminder postcard to any Class Member whose Settlement Award check has not been negotiated within sixty (60) days after the initial date of mailing. The Court further orders that if any of the Class Members are Defendant's current employees and the Settlement Award mailed to those current employees is returned to the Settlement Administrator as being undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange with Defendant to have those Settlement Awards delivered to the employees at their place of employment.

12. The Court finds that a Class Representative Service Award in the amount of \$5,000.00 to Plaintiff is appropriate for the risks undertaken and his service to the Settlement Class. The Court finds that the enhancement payment is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

13. The Court finds that the attorneys' fees in the amount of \$41,666.25 and actual litigation costs of \$1,972.36 for Class Counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Class Counsel in conformity with the terms of the Settlement.

14. The Court finds that a payment to the Labor & Workforce Development Agency (“LWDA”) in the amount of \$7,500.00 for the LWDA’s share of civil penalties under the Labor Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

15. The Court orders that the Settlement Administrator shall be paid \$5,000.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

16. The Settlement is not an admission by Defendant, nor is this Order and Final Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

17. As of the date of this Order and Final Judgment, Plaintiff and every member of the Settlement Class shall be deemed to fully release and discharge Defendant Actriv Healthcare, Inc., and all of its past and present officers, directors, employees and agents, and any facilities to which Defendant assigned Settlement Class Members to work at including but not limited to any ProMedica, Silverado, or ManorCare facilities and their past and present officers, directors, employees and agents, as well as any payroll companies that processed payroll for such assignments (collectively the "Released Parties"), from all claims, causes of action, and legal theories alleged in the First Amended Complaint, and any additional wage and hour claims, causes of action, and legal theories that could have been alleged based on the facts alleged in the First Amended Complaint, including but not limited to: (a) any alleged failure (1) to pay at least the minimum wage for all hours worked, (2) to pay overtime or any other owed wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to issue compliant wage statements, (6) to pay vacation wages upon termination, (7) to timely pay wages during or at the end of employment, (8) to reimburse

1 or indemnify employees for business expenses; (b) any right or claim for unfair business practices
2 in violation of California Business & Professions Code sections 17200, *et seq.*, based on the
3 alleged failures set forth in (a)(1) through (a)(8) above; and (b) any violation of the California
4 Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(8) above,
5 including, without limitation, any violations of California Labor Code sections 201-204, 226,
6 226.3, 226.7, 227.3, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804
7 (“California Released Claims”). The period of the Release shall extend to the limits of the Class
8 Period.

9 18. As of the date of this order and Final Judgement, all penalties that could have been
10 brought for violations identified in Plaintiff’s December 20, 2022 Private Attorneys General Act
11 letters are released against all Released Parties.

12 19. This document shall constitute a final judgment pursuant to California Rule of
13 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
14 approval hearing, the court must make and enter judgment. The judgment must include a
15 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
16 judgment. The court may not enter an order dismissing the action at the same time as, or after,
17 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, and this Final
18 Approval Order and Judgment. The Settlement Administrator shall give notice of this Judgment
19 by posting this Final Judgment on its website.

20 20. The Settlement Administrator shall file a final report regarding distribution and
21 uncashed checks by October 31, 2025.

22 21. Pursuant to Labor Code Section 2699(k)(3) Plaintiff’s counsel shall submit a copy
23 of this Order and Judgement to the Labor and Workforce Development Agency within 10 days
24 of entry.

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3 22. A Non-Appeal Case Review Re: Submission of the Final Report Re
4 Disbursement is scheduled for November 7, 2025 at 8:30 a.m.
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9 IT IS SO ORDERED.
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11 Dated: 11/26, 2025
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15 Honorable Harold W. Hopp
16 Judge of the Superior Court
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