

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 15 2017

BY Olivia McDonald
DEPUTY

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7 [Additional Counsel listed on following page]

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO

10 CONSUELO RICO, an individual, on behalf of
herself and all others similarly situated,

11 Plaintiff,

12 v.

13 CARDINAL HEALTH 200, LLC, a Delaware
Limited Liability Corporation; CARDINAL
14 HEALTH 200, INC., a Delaware Corporation;
SHARON GREEN, an individual; TATIA
15 CROOK, an individual; and DOES 1 through 100,
inclusive,

16 Defendants.
17

21 MARTIN MARTINEZ, an individual, appearing
individually and on behalf of all other aggrieved
22 employees,

23 Plaintiff,

24 vs.

25 CARDINAL HEALTH 200, INC., CARDINAL
HEALTH, INC., and DOES 1 through 30,
26 inclusive,

27 Defendants.
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Case No.: CIVRS1401451 [Lead Case]
Consolidated with Case No.: CIVDS1413305

[Assigned For All Purposes to Honorable Judge
Brian S. McCarville, Dept. S30]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' JOINT MOTION FOR FINAL
APPROVAL OF CONSOLIDATED CLASS
ACTION SETTLEMENT**

[Filed concurrently with: (1) Motion for Final
Approval; (2) Declaration of Matthew J. Matern;
(3) Declaration of Neal J. Fialkow; (4) Declaration
of Consuelo Rico; (5) Declaration of Abigail
Schwartz; and (6) [Proposed] Final Judgment]

Mot. for Final Approval March 15, 2017
Time: 8:30 a.m.
Dept.: S30

Complaint Filed: March 12, 2014
Trial Date: None Set

Case No.: CIVDS1413305 Consolidated with Case
No.: CIVRS1401451 [Lead Case]

[Assigned For All Purposes to Honorable Judge
Brian S. McCarville, Dept. S30]

Complaint Filed: September 3, 2014
Trial Date: None Set

[PROPOSED] ORDER GRANTING PLAINTIFFS' JOINT MOTION FOR FINAL APPROVAL OF CONSOLIDATED
CLASS ACTION SETTLEMENT

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individual, appearing individually and on behalf of
10 all other aggrieved employees
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~~[PROPOSED]~~ ORDER

Plaintiffs' Joint Motion for Final Approval of Class Action Settlement ("Motion") came before this Court on March 15, 2017 at 8:30 a.m. The Court, having fully reviewed the Motion and declarations filed in support thereof, including the Stipulation of Class Action Settlement ("Stipulation" or "Settlement Agreement") attached as Exhibit A to the Declaration of Matthew J. Matern, the related documents supporting Plaintiffs' Motion, as well as the Declaration of Abigail Schwartz, and having heard all oral arguments as presented during hearing, and for good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over the subject matter of this Action and over all parties to this Action, including all members of the Settlement Class.

2. The Settlement Class is defined as the following:

All persons employed by Cardinal Health 200, LLC as a non-exempt employee in any of its locations and branches in the State of California at any time from March 12, 2010 through September 27, 2016. ("Class Members").

3. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, the Court grants final approval of the Settlement as set forth in the Settlement Agreement. For settlement purposes only, the Court finds that Plaintiffs Consuelo Rico and Martin Martinez are adequate representatives of the Settlement Class and appoints them as such. The Court further finds that (a) Matern Law Group, PC; (b) the Law Offices of Neal J. Fialkow, Inc.; and (c) the Law Offices of Sahag Majarian, II. have adequately represented the Class and are appointed as Class Counsel. Accordingly, the Court finally certifies the Settlement Class for settlement purposes only.

4. The Court finds that said Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class when balanced against the probable outcome of extensive and costly litigation. Substantial investigation and research have been conducted such that counsel for the Parties are reasonably able to evaluate their respective positions. It appears to the Court that Settlement will avoid substantial additional costs by all parties, as well as the delay and risk that would be presented by further prosecution of these Actions. The Court finds that the Settlement that has been reached is the result of intensive, non-collusive, arm's-length negotiations.

1 5. The Court determines that the Parties complied with the distribution of the Class Notice
2 to the Settlement Class in the manner and form set forth in the Preliminary Approval Order and that, as a
3 result, the Class Notice provided to the Settlement Class was the best notice practicable under the
4 circumstances and constituted due and sufficient notice to all persons entitled to such notice.

5 6. The procedures required by the Preliminary Approval Order have been carried out and
6 satisfy due process requirements such that all absent Settlement Class Members have been given the
7 opportunity to participate fully in the claims exclusion and the approval process.

8 7. Rust Consulting, Inc. ("Rust Consulting"), the Court-appointed Settlement Administrator
9 has received zero (0) disputes concerning credited workweeks.

10 8. There were zero (0) objections and three (3) Requests for Exclusion to the Settlement in
11 response to the Class Notice. Accordingly, the following three persons, who submitted timely and valid
12 Requests for Exclusion: (1) Sokonthery Nhem; (2) Seth Anthony Salerno; and (3) Elvira Avila are
13 hereby deemed "Opt Outs" and are not bound by the terms of the Settlement.

14 9. Plaintiffs and all Settlement Class Members who are not Opt Outs ("Participating Class
15 Members") shall have, by operation of this Order and the accompanying Judgment, fully, finally and
16 forever released, relinquished, and discharged Releasees from all Released Claims set forth i the
17 Settlement Agreement, which is hereby incorporated by reference. Participating Class Members shall be
18 forever barred and enjoined from prosecuting any of the Released Claims against the Releasees as set
19 forth in the Settlement Agreement, whether or not they actually receive or cash checks for the Non-
20 FLSA portion of their individual settlement payments, and shall not be permitted to seek any further
21 payment or any personal relief of any kind, including any payment for damages, wages, compensation,
22 commissions, fees, costs, reimbursements, penalties, or interest on account of the Released Claims. In
23 the event a Participating Class Member fails to cash his or her FLSA check, the affected Participating
24 Class Member shall be deemed to have irrevocably waived any right in or claim to an individual
25 settlement payment, but the Settlement and the release of the affected Participating Class Member's
26 claims, shall remain binding upon him or her except that affected Participating Class Member shall not
27 release claims that reasonably could have been raised under the Fair Labor Standards Act, 29 U.S.C. §
28 201, *et seq.*

1 10. The Settlement is not an admission by Defendants of any claim in these Actions or of any
2 wrongdoing by Defendants. Neither the Settlement Agreement, nor any document referenced therein,
3 nor any action taken to carry out this Settlement Agreement, will be (a) construed as or used as an
4 admission of liability or an admission that any of Defendants' defenses in the Actions are with or
5 without merit, or (b) disclosed, referred to, or offered in evidence against Defendants in any further
6 proceeding except for purposes of effectuating the Settlement. However, the Settlement may be admitted
7 in evidence and otherwise used in any proceeding to enforce its terms, or in defense of any claims
8 released or barred by the Settlement.

9 11. The Court approves the Gross Settlement Amount, as set forth in the Settlement
10 Agreement, of Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00), which
11 shall be non-reversionary, a which shall include the Class Representative Enhancement Awards (as
12 outlined in paragraph 14 below), attorneys' fees and costs (as outlined in paragraph 15 below), payment
13 to the State of California Labor and Workforce Development Agency ("LWDA") (as outlined in
14 paragraph 16 below) and costs incurred in administering the Settlement (as outlined in paragraph 17
15 below). The Gross Settlement Amount does not include the employer share of payroll taxes for amounts
16 allocated to wages.

17 12. The Court approves a Class Representative Enhancement Award in the amount of Five
18 Thousand Dollars and Zero Cents (\$5,000.00) each to Plaintiff Consuelo Rico and to Plaintiff Martin
19 Martinez, which the Court determines to be fair and reasonable.

20 13. The Court hereby grants Plaintiffs' Class Counsel attorneys' fee request in the amount of
21 One Million One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Thousand Dollars and Sixty-Six
22 Cents (\$1,166,666.66), to be apportioned in between Class Counsel in an eighty-three percent (83%) to a
23 seventeen percent (17%) split in favor of Matern Law Group, PC and with remainder to the Law Offices
24 of Neal J. Fialkow, Inc. and the Law Offices of Sahag Majarian, II, as well as and Plaintiffs' request for
25 reimbursement of Class Counsel's litigation costs of Fourteen Thousand Seven Hundred Five Dollars
26 and Fifty-Five Cents (\$14,705.55), to be apportioned in accordance with accountable costs, because the
27 Court determines that the award of such fees and costs is fair and reasonable.

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1 14. The Court hereby approves a payment of Thousand Seven Hundred Fifty Dollars and
2 Zero Cents (\$3,750.00) to the LWDA.

3 15. The Court hereby approves a payment of Twenty-Five Thousand Dollars and Zero Cents
4 (\$25,000.00) to Rust Consulting for services as Settlement Administrator.

5 16. The Court directs the Parties to effectuate the Settlement according to the terms of the
6 Settlement Agreement, including payment to Participating Class Members. The Parties shall bear their
7 own respective attorneys' fees and costs, except as otherwise provided for in this Order or in the
8 Settlement Agreement and as later approved by the Court.

9 17. Pursuant to California Rule of Court, Rule 3.769(h), this Court shall retain jurisdiction
10 over all matters related to the administration, and consummation of the Settlement, and any claims,
11 asserted in, arising out of, or related to the subject matter of this Action including, but not limited to, all
12 matters related to the Settlement and the determination of all controversies relating thereto.

13 18. A ^{mandatory} ~~non~~-appearance Case Review re: Final Report re: Distribution of Settlement Funds is
14 set for 12/15/17 (240 days from this Order) at 8:30 330. The
15 Court orders Class Counsel to file the Final Report.

16 19. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby GRANTED
17 and the Court directs that a separate judgment shall be entered in accordance with the terms of this
18 Order.

19 IT IS SO ORDERED.

20
21 DATED: 12/15/17

JUDGE BRIAN S. McCARVILLE
THE HONORABLE BRIAN S. McCARVILLE
JUDGE OF THE SUPERIOR COURT