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18 **SUPERIOR COURT OF CALIFORNIA**
19 **COUNTY OF RIVERSIDE, HISTORIC COURTHOUSE**

20 CHASMINE SHAW, individually, and on behalf
21 of a Class of all other persons similarly situated,

22 Plaintiff,

23 v.

24 KAISER FOUNDATION HEALTH PLAN,
25 INC. a California corporation; and DOES 1
26 through 100, inclusive,

27 Defendant.

Case No.: CVRI2102203

**REPRESENTATIVE AND CLASS
ACTION**

Assigned for all purposes to:
Hon. Harold Hopp

**[PROPOSED] FINAL JUDGMENT AND
ORDER APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 19 2024

E. Escobedo

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JAN 22 2024

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4. Notice given to the class fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to exclude themselves from, object to, or comment on the settlement, and to appear at the final approval hearing. The notice was reasonable

1 and the best notice practicable under the circumstances. Accordingly, this Court finds that the notice
2 program described in the Settlement and completed by the Settlement Administrator complied fully
3 with the requirements of due process, Rule 3.766 of the California Rules of Court, and all other
4 applicable laws.

5 5. The Settlement Agreement is not an admission by Defendant or by any other Released Parties
6 nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any
7 other Released Parties. Neither this Order, the Settlement Agreement, nor any document referred to
8 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be
9 used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
10 against Defendant or any of the Released Parties.

11 6. There were no objections to the settlement and two Class Members (Robin Dick and Geraldine
12 Garcia) opted-out. All Class Members who did not submit a valid Request for Exclusion are bound
13 by this Final Approval Order and by the terms of the parties' Settlement Agreement, including releases
14 provided for in the Settlement and this Final Approval Order. As of the effective date of Settlement,
15 by operation of the entry of this Final Approval Order, each Settlement Class Member, including
16 Plaintiff, shall be deemed to have fully released, waived, relinquished and discharged, to the fullest
17 extent permitted by law, all Released Claims that he or she may have against the Released Parties.

18 7. Settlement Class Members were given a full opportunity to participate in the Final Approval
19 hearing, and all Settlement Class Members and other persons wishing to be heard have been heard. All
20 Class Members, but those who submitted a valid Request for Exclusion, are bound by this Order.

21 8. The Court has considered all relevant factors for determining the fairness of the Settlement and
22 has concluded that all such factors weigh in favor of granting final approval. In particular, the Court
23 finds that the Settlement was reached following meaningful discovery and investigation conducted by
24 Plaintiff's counsel; that the settlement is the result of serious, informed, adversarial and arm's-length
25 negotiations between the parties; and that the terms of the settlement are in all respect fair, adequate,
26 and reasonable. The Court accordingly approves the Settlement and directs the Parties to effectuate
27 the Settlement Agreement according to its terms.

1 9. In so finding, the Court has considered all evidence presented, including evidence regarding
2 the strength of the Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely
3 duration of further litigation; the amount offered in settlement; the extent of investigation and
4 discovery completed; and the experience and views of Plaintiff's counsel.

5 10. The Court hereby finds the Settlement Payments provided to Settlement Class Members under
6 the terms of the Settlement to be fair and reasonable in light of all the circumstances. The Court,
7 therefore, orders the calculations and payments to be made and administered in accordance with the
8 terms of the Settlement Agreement. Pursuant to the Settlement Agreement, Defendant is responsible
9 for any employer payroll taxes separate and in addition to the Class Settlement Amount.

10 11. The settlement of civil penalties under PAGA in the amount of \$48,750 is hereby approved.
11 Seventy-Five Percent (75%) or \$36,562.50 shall be paid to the California Labor and Workforce
12 Development Agency. The remaining Twenty-Five Percent (25%), or \$12,187.50, will be distributed
13 to the Aggrieved Employees as PAGA Penalty Payments. By operation of this Final Approval Order,
14 the Aggrieved Employees release their PAGA claims in their entirety.

15 12. The Court finds that the services provided by the Settlement Administrator were for the benefit
16 of the Class, and the cost of \$11,475 is fair, reasonable, and appropriate for reimbursement. The Court
17 approves payment to ILYM Group, Inc. for administration fees, which include all costs and fees
18 incurred to date, as well as estimated costs and fees involved in completing the administration of the
19 Settlement.

20 13. The Court confirms David R. Markham, Maggie K. Realin, and Lisa Brevard of The Markham
21 Law Firm as Settlement Class Counsel in this action.

22 14. The Court finds that Settlement Class Counsel have the sufficient experience, knowledge, and
23 skill to promote and safeguard the interests of the Class. The Court therefore finds that Plaintiff's
24 counsel satisfies the professional and ethical obligations of Settlement Class Counsel.

25 15. The Court further approves an award of attorneys' fees of \$325,000. The Court finds that this
26 amount is supported by both the application of the percentage fee and the lodestar-plus-multiplier
27 methods for awarding reasonable attorneys' fees.

1 16. In the course of this litigation, Class Counsel incurred \$16,304.82 in litigation costs including
2 in the form of court filing fees, mediation fees, expert fees, and delivery charges. The Court approves
3 the reimbursement to Class Counsel for the Litigation Expenses pursuant to the terms of the
4 Settlement Agreement, with \$16,304.82 reimbursed to the Markham Law Firm.

5 17. The Court finds that Chasmine Shaw is a suitable representative for the Settlement Class and
6 is hereby appointed as Class Representative. The Court finds that Plaintiff's investment and
7 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
8 Settlement Class, and her interests are aligned with those of the Settlement Class.

9 18. The Court finds the Enhancement Payment in the amount of \$10,000 to Plaintiff as fair and
10 reasonable compensation based upon the evidence presented regarding the services provided and risks
11 incurred by Plaintiff in assisting Settlement Class Counsel.

12 19. Without affecting the finality of this Final Approval Order, the Court reserves continuing and
13 exclusive jurisdiction over the parties to the Settlement, including Defendant, Plaintiff, and Settlement
14 Class Members, to administer, supervise, construe and enforce the Settlement in accordance with its
15 terms.

16 20. This document shall constitute a judgment for purposes of California Rules of Court, Rule
17 3.769(h). Plaintiff shall comply with California Rules of Court, Rule 3.771(b) by filing a Notice of Entry
18 of Judgment with the Court.

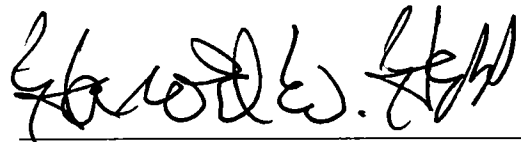
19 21. Settlement checks shall be valid for 180 days after mailing, pursuant to the terms of the
20 settlement agreement. Any envelope transmitting a settlement check to a Settlement Class Member
21 shall bear the language "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." For
22 checks that remain uncashed within 60 days of mailing, the Administrator shall send a reminder
23 postcard to those Settlement Class Members. To the extent any settlement check is returned as
24 undeliverable, and in the event a skip trace is not successful, for current employees of Defendant the
25 administrator shall have the settlement check(s) delivered to the Settlement Class Member at their place
26 of employment. In the event any settlement checks remain uncashed after the 180-day period, the
27 settlement checks shall be null and void, and any uncashed funds shall be sent to the cy pres recipient,

1 California Rural Legal Assistance Inc., 3 Williams Rd, Salinas, CA 93905, consistent with California
2 Code of Civil Procedure, section 384.

3 22. Plaintiffs shall file a settlement administrator's declaration regarding the final accounting of the
4 settlement funds by September 13, 2024. A non-appearance case review is set for September 20, 2024.

5 **IT IS SO ORDERED.**

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7 Dated: 1/16/24

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Honorable Harold Hopp
Judge of the Superior Court