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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BERNARDINO**

14 ASHLEY MARIE CHILTON, on behalf of
15 herself and all others similarly situated,

16 Plaintiff,

17 v.

18 PACIFIC EYE INSTITUTE, A Medical Group,
19 Inc., a California Corporation; UVP
20 Management, LLC, a Delaware Limited Liability
21 Company; and DOES 1-50, inclusive.

22 Defendants.

CASE NO.: CIVSB2200827

Assigned to the Hon. David Cohn, Dept. S-26

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVING OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGEMENT**

HEARING INFO

Date: August 21, 2023
Time: 10:00 a.m.
Dept.: S-26

Preliminary Granted: March 24, 2023

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 21 2023

BY 
JESSICA MORALES, DEPUTY

FILED

1 This matter having come for hearing on August 21, 2023, regarding the unopposed Motion
2 for Final Approval of Class Action Settlement on the terms set forth in the Class Action and PAGA
3 Settlement Agreement and Release of Claims (the "Settlement"). In conformity with California Rules
4 of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined
5 in the Settlement), and having considered the Settlement, all of the legal authorities and documents
6 submitted in support thereof, all papers filed and proceedings had herein, all oral and written
7 comments received regarding the Settlement, and having reviewed the record in this litigation, and
8 good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes
9 the following findings and determinations and enters final judgment as follows:

10 1. All terms used in this order shall have the same meaning given as those terms are used
11 and/or defined in the parties' Settlement Agreement and Plaintiff's Motion for Order Granting Final
12 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
13 Mehrdad Bokhour in Support of Plaintiff's Motion for Final Approval of Class Action Settlement as
14 **Exhibit B** and is made a part of this order.

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Settlement and as follows: "*all persons who performed work in any non-exempt position for*
19 *Defendants in California at any time during the Class Period,*" which is the period from January 10,
20 2018, until November 7, 2022.

21 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
22 California Rules of Court, and solely for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 715 class members exists and a well-
24 defined community of interest exists on the questions of law and fact involved because in the context
25 of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of
26 the Plaintiff is typical of claims of the Class Members; and **(iii)** in negotiating, entering into and
27 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
28 protected the interest of the Class Members.

1 6. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
2 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
3 California Rule of Court 3.766. The Class Notice informed 715 prospective Class Members of the
4 Settlement terms, their rights under the settlement and receive their settlement share, their rights to
5 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights
6 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
7 Settlement. Sufficient period of time to respond and to act were provided by each of these procedures.
8 No Class Members filed written objection to the Settlement as part of this notice process, and no
9 Class Members filed a written statement of intention to appear at the Final Approval and Fairness
10 Hearing, and only one individual submitted a request for exclusion. This individual will not be bound
11 by the Settlement and will not receive any portion of the Net Settlement Amount.

12 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
13 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
14 compliant with all applicable requirements of the California Code of Civil Procedure, the California
15 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
16 and any other applicable law, and in the best interests of each of the Parties and Class Members.

17 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
18 terms and declares the Settlement Agreement to be binding on all 715 Participating Class Members.

19 9. The Court finds that the Settlement Agreement has been reached as a result of
20 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
21 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
22 their respective positions.

23 10. The Court also finds that the Settlement now will avoid additional and potentially
24 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the
25 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
26 light of the challenges posed by continued litigation, and Court concludes that Class Counsel secured
27 significant relief for Class Members.

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1 11. The Settlement Agreement is not an admission by Defendants, nor is this order a
2 finding of the validity of any allegations or of any wrongdoing by Defendants.

3 12. The Court appoints Plaintiff Ashley Chilton as Class Representative and finds him to
4 be adequate.

5 13. The Court appoints Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour
6 of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate, experienced,
7 and well-versed in class action litigation.

8 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
9 \$1,970,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class
10 and to each Class Member, and the Courts grants final approval of the Settlement set forth in the
11 Settlement Agreement, subject to this order.

12 15. The Court approves the following allocations, which fall within the ranges stipulated
13 by and through the Settlement Agreement:

14 A. The Court awards \$10,000.00 to ILYM Group, Inc., the Settlement
15 Administrator, and finds this amount to be fair and reasonable. The Court
16 grants final approval of it and orders the Parties to make the payment to the
17 Settlement Administrator in accordance with the Agreement.

18 B. The Court awards \$656,666.67 to Class Counsel as attorneys' fees and finds
19 this amount to be fair and reasonable in light of the benefit obtained for the
20 Class. The Court grants final approval of, awards, and orders the Class
21 Counsel fees payment to be made in accordance with the Settlement
22 Agreement.

23 C. The Court awards \$10,627.25 in litigation costs, an amount which the Court
24 finds to be reflective of the reasonable costs incurred. The Court grants final
25 approval of and orders the Class Counsel litigation expenses payment in this
26 amount to be made in accordance with the Settlement Agreement.

27 D. The Court awards \$10,000.00 to the class representative as payment requested
28 by Plaintiff and finds this amount to be fair and reasonable. The Court grants

1 final approval of and orders the class representative payment to be made in
2 accordance with the Settlement Agreement.

3 E. The Court approves the \$25,000.00 allocation for penalties under the Labor
4 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e.,
5 \$18,750.00) to be paid to the California Labor and Workforce Development
6 Agency in accordance with the terms of the Settlement Agreement and the
7 remainder to the Class.

8 16. The Court orders the Parties to comply with and carry out all terms and provisions of
9 the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case
10 the provisions of this order shall take precedence and supersede the Settlement.

11 17. Nothing in the Settlement or this order purports to extinguish or waive Defendant's
12 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
13 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

14 18. All 715 Participating Class Members shall be bound by the Settlement and this order,
15 including the release of claims as set forth in the Settlement Agreement.

16 19. The Parties shall bear their own respective attorneys' fees and costs except as
17 otherwise provided in this order and the Settlement Agreement.

18 20. All checks mailed to the Class Members must be cashed within one hundred and eighty
19 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
20 Settlement Administrator shall submit such funds to the State of California's Unclaimed Property
21 Fund in the name of the Class Member.

22 21. Within 10 days of this order, the Settlement Administrator shall give notice of
23 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
24 posting a copy of this order and final judgment on its website.

25 22. The Court retains continuing jurisdiction over the Action and the Settlement, including
26 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of
27 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
28 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

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23. Plaintiff shall file with the Court a report regarding the status of distribution within one hundred and twenty (120) days after all funds have been distributed.

24. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement Agreement against Defendants and the Released Parties as set forth in the Agreement.

25. The Court hereby sets a hearing date of 8.21.24 at 8:30 ~~pm~~ am for a hearing on the final accounting and distribution of the settlement.

IT IS SO ORDERED.

DATED: 8/21, 2023


HONORABLE DAVID COHN