

1 **BURROWS LAW FIRM**
Christopher L. Burrows (SBN 222301)
2 cburrows@cburrowslaw.com
8383 Wilshire Boulevard, Suite 634
3 Beverly Hills, CA 90211
Tel: (310) 526-9998
4 Fax: (424) 644-2446

5 Attorneys for Plaintiff
ANTHOLINE FERNANDEZ

6
7
8
9
10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12
13 ANTHOLINE FERNANDEZ, an individual, on
behalf of herself and all others similarly situated,

14 Plaintiff,

15 vs.

16 RX TRANSCRIPTION & CODING, LLC, a
17 Corporation, and DOES 1 through 100,

18
19 Defendants.

Case No.: 18STCV06685

*[Assigned for all purposes to Hon.
Lawrence P. Riff, Dept.: SSC-7]*

**NOTICE OF COURT ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTRY OF FINAL JUDGMENT;
NOTICE OF NON-APPEARANCE
CASE REVIEW**

Date: December 19, 2022
Time: 10:00 a.m.

Complaint Filed: November 30, 2018
Trial Date: None set

1 **PLEASE TAKE NOTICE** that on December 19, 2022, the Court in Department SSC-7 of
2 the Spring Street Courthouse entered an Order granting Final Approval of Class Action Settlement
3 and entered Final Judgment in the above-identified action and set a non-appearance Case Review
4 re settlement distribution for August 18, 2023, with a declaration from settlement administrator
5 due to be filed five (5) Court days prior. True and correct copies of the Order Approving Class
6 Settlement and Final Judgment are attached hereto as Exhibits 1 and 2, respectively.

7 DATE: December 19, 2022

BURROWS LAW FIRM

8
9 By: 

CHRISTOPHER L. BURROWS
Attorneys for Plaintiff ANTHOLINE
FERNANDEZ and the Class

EXHIBIT 1

BURROWS LAW FIRM

Christopher L. Burrows (SBN 222301)
Email: cburrows@cburrowslaw.com
8383 Wilshire Boulevard, Suite 634
Beverly Hills, CA 90211
Tel: (310) 526-9998
Fax: (424) 644-2446

FILED
Superior Court of California
County of Los Angeles
12/19/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Morales Deputy

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANTHOLINE FERNANDEZ, an individual, on behalf of herself and all others similarly situated,

Plaintiff,

vs.

RX TRANSCRIPTION & CODING, LLC, a Corporation, and DOES 1 through 100,

Defendants.

Case No.: 18STCV06685

[Assigned for all purposes to Hon. Lawrence P. Riff, Dept.: SSC-7]

[PROPOSED] ORDER APPROVING CLASS SETTLEMENT

Date: December 19, 2022
Time: 10:00 a.m.
Dept.: SSC-7

Complaint Filed: November 30, 2018
Trial Date: None set

Electronically Received 10/07/2022 03:41 PM

1 Having read and considered Plaintiff's request for final approval of the class action
2 settlement brought pursuant to California Rule of Court 3.769, and finding objections, if any,
3 received by any party or filed or presented to the Court were satisfactorily resolved, the Court
4 finds good cause to GRANT the request for final approval of the class action settlement and enter
5 Judgment accordingly.

6 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

7 1. For purposes of this Order granting final approval of the class action settlement, the
8 Court adopts all defined terms as set forth in the Second Amended Stipulation of Class Action
9 and PAGA Settlement ("Settlement Agreement"), incorporated by reference herein.

10 2. The Court has jurisdiction over the subject matter of the Action, and over all parties
11 to the Action, including all Class Members.

12 3. The Court approves the settlement of the litigation set forth in the Settlement
13 Agreement as being fair, just, reasonable and adequate to the Settlement Class Members and is
14 independently satisfied based upon the evidence that the consideration being received for the
15 release of the Settlement Class Members' claims is reasonable in light of the strengths and
16 weaknesses of the claims and the risks of the particular litigation and that the settlement was not
17 collusive.

18 4. For purposes of this Final Approval Order, and consistent with the Settlement
19 Agreement, this Court approves a Settlement Class defined as:

20 All current and former hourly-paid or non-exempt employees who worked for
21 Defendant within the State of California at any time from November 30, 2014, to
22 the date of Preliminary Approval [12/8/2021].

23 5. The Court finds that the requirements of California Code of Civil Procedure section
24 382 have been satisfied and that the named Plaintiff and Class Counsel fairly and adequately
25 represent the Final Settlement Class Members and satisfy the requirements to be representatives
26 of and counsel to the Final Settlement Class Members.

1 6. The Notice provided to the Class pursuant to the Preliminary Approval Order
2 constitutes full and adequate notice and is in full compliance with the requirements of California
3 law and due process of law.

4 7. To date, Settlement Administrator CPT Group, Inc., has received zero (0) requests
5 to opt-out of the settlement.

6 8. The settlement shall be implemented and consummated in accordance with the
7 definitions and terms of the Settlement Agreement.

8 9. In accordance with the terms of the Preliminary Approval Order and the Amended
9 Settlement Agreement, an incentive award of \$5,000.00 to be paid to the named Plaintiff is
10 appropriate in recognition of the risk to Plaintiff as Class Representative in commencing the
11 Action, both financial and otherwise; the amount of time and effort spent by Plaintiff as the Class
12 Representative; for the consideration received for the release provided as part of the Amended
13 Settlement Agreement; and for serving the interests of the Class. The incentive award shall be
14 paid in accordance with the Settlement Agreement.

15 10. The Court approves pursuant to the Settlement Agreement, that at the time of
16 mediation, it was that determined the Settlement Class consisted of approximately 13,750
17 workweeks, and in the event that the actual number of workweeks for the Settlement Class during
18 the Class Period increased by more than 10% (i.e. more than 1,375) as of the date of the
19 Preliminary Approval Order, Defendant shall increase the Settlement Amount proportionately for
20 each workweek over 10%. (Settlement Agreement at XIX (J). CPT Group, Inc. identified 21,437
21 actual workweeks in the Class Period. Per Settlement Administrator's calculations, and in
22 consultation with Counsel, the escalator amount was \$62,194.82, bringing the Settlement Amount
23 from \$111,250.00 to \$173,444.82. (*See also*, CPT Decl. at ¶ 11).

24 11. In accordance with the terms of the Preliminary Approval Order and the Amended
25 Settlement Agreement, the reasonable and appropriate fees and costs to which Class Counsel is
26 hereby held entitled shall be \$57,611.67 in attorneys' fees and \$14,672.00 in actual litigation
27 costs. This fee and costs award is a fair and reasonable amount to compensate Plaintiff, the
28 Settlement Class, and Class Counsel for their attorneys' fees and costs expended. The Court finds

1 that the time devoted to the matter by Class Counsel was reasonably necessary in the investigation
2 and prosecution of this action. These amounts shall be paid in accordance with the Amended
3 Settlement Agreement.

4 12. The Court finds that the payment to the State of California Labor and Workforce
5 Development Agency (“LWDA”) in the amount of \$3,750.00 for its 75% share of the civil
6 penalties allocated under the Private Attorneys General Act (“PAGA”) is fair, reasonable, and
7 adequate, and orders the Claims Administrator to distribute this payment in conformity with the
8 terms of the Settlement.

9 13. The Court orders that the Settlement Administrator shall be paid \$9,000 from the
10 gross Settlement Amount for all of its work done and to be done until the completion of this
11 matter and finds that sum appropriate.

12 14. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the
13 negotiations or proceedings connected with it, shall be construed as an admission or concession
14 by Defendant of the truth of any of the allegations in the Action, or of any liability, fault or
15 wrongdoing of any kind.

16 15. Upon the Settlement becoming Final, the Settlement Class shall have, by operation
17 of this Order, fully, finally, and forever released, relinquished, and discharged the Released
18 Parties from the Released Claims.

19 16. Pursuant to the parties’ request, as well as California Code of Civil Procedure section
20 664.6 and Rule 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over
21 this action and the parties until final performance of the Amended Settlement Agreement. ^{EE}

22 **IT IS SO ORDERED.**



Handwritten signature of Lawrence P. Riff in black ink.

23 Dated: 12/19/2022, 2022

Lawrence P. Riff / Judge

Hon. Lawrence P. Riff
JUDGE OF THE SUPERIOR COURT

24
25
26
27
28
V@/Ri~!oA^oAsA[]Ea] ^aa & ^Aca. A^|aa^A^Aca • A -Aa aA a{ ^ } o A ; AE * ~ • c
Fi ECGHAsNKCAE EAV@Asa{ a a ca; A A^ ~ ^ • c a A A A Aa ^ & a a a } Aa ^ R i o a e •
a Aa ca & A A ca a a * EA

EXHIBIT 2

BURROWS LAW FIRM

Christopher L. Burrows (SBN 222301)
Email: cburrows@cburrowslaw.com
8383 Wilshire Boulevard, Suite 634
Beverly Hills, CA 90211
Tel: (310) 526-9998
Fax: (424) 644-2446

FILED
Superior Court of California
County of Los Angeles
12/19/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Morales Deputy

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANTHOLINE FERNANDEZ, an individual, on
behalf of herself and all others similarly situated,

Plaintiff,

vs.

RX TRANSCRIPTION & CODING, LLC, a
Corporation, and DOES 1 through 100,

Defendants.

Case No.: 18STCV06685

*[Assigned for all purposes to Hon. Lawrence
P. Riff, Dept.: SSC-7]*

[PROPOSED] FINAL JUDGMENT

Date: December 19, 2022
Time: 10:00 a.m.
Dept.: SSC-7

Complaint Filed: November 30, 2018
Trial Date: None set

Electronically Received 10/07/2022 03:41 PM

1 This matter came on regularly for hearing before this Court on December 19, 2022,
2 pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Settlement Administrator
4 CPT Group, Inc., received zero (0) requests to opt-out and zero objections to the settlement.
5 Having considered the Parties’ Second Amended Stipulation of Class Action and PAGA
6 Settlement (“Settlement Agreement” or “Settlement”) and the submissions of counsel,

7 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

8 1. Final Judgment in this matter is hereby entered in conformity with the Parties’
9 Settlement Agreement, this Court’s previous Preliminary Approval Order, and this Court’s Order
10 Granting Plaintiff’s Motion for Final Approval of Class Action Settlement.

11 2. The Court approved the settlement of the litigation set forth in the Settlement
12 Agreement as being fair, just, reasonable and adequate to the Settlement Class Members and is
13 independently satisfied based upon the evidence that the consideration being received for the
14 release of the Settlement Class Members’ claims is reasonable in light of the strengths and
15 weaknesses of the claims and the risks of the particular litigation and that the settlement was not
16 collusive.

17 3. Consistent with the Settlement Agreement, the Settlement Class is defined as:

18 All current and former hourly-paid or non-exempt employees who worked for
19 Defendant within the State of California at any time from November 30, 2014, to
20 the date of Preliminary Approval [12/8/2021].

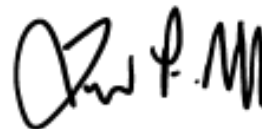
21 4. Consistent with the Settlement Agreement, Upon the Date of Final Approval, and
22 only after the Settlement has been fully funded by Defendant, and only effective upon the payment
23 by Defendant to the Settlement Administrator of the full Settlement Amount and payment of
24 employer-side taxes, Named Plaintiff and all members of the Settlement Class, except those that
25 make a valid and timely request to be excluded from the Settlement Class and Settlement, waive,
26 release, discharge, and promise never to assert in any forum the following claims against
27 Defendant, its past and present officers, directors, shareholders, unit holders, managers,
28 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its

1 respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys
2 from all claims, demands, rights, liabilities and causes of action that were pled in any of the
3 complaints in the Litigation, or which could have been pled in any of the complaints in the
4 Litigation based on the factual allegations therein, that arose during the Class Period with respect
5 to the following claims: (a) failure to pay all minimum wages and regular wages owed (including
6 without limitation Labor Code §§ 1182.12, 1194, 1194.2, 1197 & 1198, et seq.); (b) failure to pay
7 all overtime and double-time wages owed (including without limitation Labor Code §§ 204, 510,
8 558, 1194, 1197.1, and 1198); (c) failure to provide meal periods, or premium pay for non-
9 compliant meal periods (including without limitation Labor Code §§ 226.7, 512(a) & 1198 et
10 seq.); (d) failure to authorize and permit rest periods, or provide premium pay for non-complaint
11 rest periods (including without limitation Labor Code §§ 226.7, 512, & 1198 et seq.); (e) failure
12 to provide accurate, itemized wage statements (including without limitation Labor Code §§ 226
13 and 226.3); (f) failure to timely pay wages upon separation of employment (including without
14 limitation Labor Code §§ 201 & 202, et seq.); (g) all damages, penalties, interest and other
15 amounts recoverable under said causes of action under California and federal law, to the extent
16 permissible, including but not limited to the California Labor Code as to the facts alleged in the
17 Action, the applicable Wage Orders as to the facts alleged in the complaint; (h) all claims for
18 unfair business practices that could have been premised on the facts, claims, causes of action or
19 legal theories described above (including without limitation Business & Professions Code §§
20 17200, et seq.); and (i) all claims under California Labor Code Private Attorneys General Act of
21 2004, Labor Code §§ 2698, et seq. (hereinafter “PAGA”) that could have been premised on the
22 facts, claims, causes of action or legal theories described in the Litigation and above.

23 5. This document shall constitute a final judgment pursuant to California Rule of Court
24 3.769(h).

25 **IT IS SO ORDERED.**

26 Dated: 12/19/2022 ~~2022~~



Lawrence P. Riff / Judge

Hon. Lawrence P. Riff
JUDGE OF THE SUPERIOR COURT