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10
 11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA

13 DENISE REDDALL, individually,
 14 and on behalf of all others similarly
 15 situated,

16 Plaintiff,

17 v.

18 QUEST DIAGNOSTICS, INC.;
 19 QUEST DIAGNOSTICS CLINICAL
 LABORATORIES, INC.;
 20 QUEST DIAGNOSTICS NICHOLS
 INSTITUTE;
 and DOES 1 through 50, inclusive,

21 Defendant.

CASE NO. CV 13-2099-GHK (AGR_x)

22
 23 **[AMENDED PROPOSED] ORDER:**
1. CERTIFYING SETTLEMENT
CLASS;

24 **2. FINALLY APPROVING PROPOSED**
SETTLEMENT;

25 **3. AWARDING FEES, COSTS, AND**
REPRESENTATIVE ENHANCEMENT
AWARD; AND,

26 **4. ENTERING JUDGMENT**
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1 TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

2 Plaintiff Denise Reddall (“Plaintiff”) and Defendants Quest Diagnostics
3 Incorporated, Quest Diagnostics Clinical Laboratories, Inc., and Quest Diagnostics
4 Nichols Institute (“Defendants”) (Plaintiff and Defendants collectively referred to herein
5 as the “Parties”) have reached a settlement for a putative class action.

6 On May 29, 2014, this Court (1) certified a class for settlement purposes; (2)
7 preliminarily approved the terms of the proposed class action settlement as fair,
8 reasonable, and adequate; and (3) authorized notice to the Settlement Class of the terms
9 of the proposed settlement. Having completed the process of providing notice to the
10 Settlement Class, and no objectors having come forward, Plaintiff moves for final
11 approval of a class action settlement of the claims asserted against Defendants in this
12 action, memorialized in the Revised Stipulation of Class Action Settlement (“Settlement
13 Agreement”) (*see* Declaration of Linh Hua in Support of Motion For Final Approval of
14 Class Action Settlement, Dkt. 48-2, Exhibit A).

15 The Settlement Agreement provides that the Parties stipulate to certification of the
16 Settlement Class for settlement purposes only. The Settlement Agreement is conditioned
17 upon, among other things, the Court’s approval. Capitalized terms in this Order shall
18 have the same meaning as in the Settlement Agreement unless indicated otherwise. After
19 reviewing the Settlement Agreement, Plaintiff’s Motion for Final Approval of Class
20 Action Settlement, Plaintiff’s Motion for Award of Attorneys’ Fees, Costs, and Class
21 Representative Enhancement Payment, and other related documents, and having heard the
22 argument of Counsel for the respective Parties, IT IS HEREBY ORDERED AS
23 FOLLOWS:

24 1. The Court has jurisdiction over the parties to this Action, including all
25 members of the Plaintiff Settlement Class as defined in the Conditional Class
26 Certification Order and Section 2.22 of the Settlement Agreement (“Agreement”)
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1 previously filed in this Action. The Court finds, for purposes of settlement only, that the
2 proposed Settlement Class satisfies the requirements of Rule 23 of the Federal Rules of
3 Civil Procedure. The requirements of Rule 23(a) are satisfied because the Settlement
4 Class is so numerous that joinder of all Class Members is impracticable, there are
5 questions of law or fact common to the Settlement Class, the claims of Plaintiff are
6 typical of the claims of the Settlement Class, and Plaintiff will fairly and adequately
7 protect the interests of the Settlement Class. The requirements of Rule 23(b)(3) are
8 satisfied because questions of law or fact common to Settlement Class Members
9 predominate over any questions affecting only individual Settlement Class Members.
10 Accordingly, solely for the purposes of effectuating this settlement, this Court hereby
11 certifies the Settlement Class, as defined in the Settlement Agreement.

12 2. The following persons are certified as Settlement Class Members solely for
13 the purpose of entering a settlement in this matter: All current and former hourly-paid,
14 non-exempt employees of Defendants who have worked in California in Patient Service
15 Centers during the Class Period (April 29, 2011 through May 29, 2014), excluding those
16 current and former hourly-paid, non-exempt employees of Defendants who, as of October
17 28, 2013, have brought on their own behalf (either in pro per or through counsel) and
18 have pending any lawsuits, arbitrations or administrative claims (such as Labor
19 Commissioner claims) against Defendants.

20 3. The Court hereby grants final approval of the Parties' Settlement Agreement
21 as it meets the criteria for final settlement approval. The Settlement is fair, adequate, and
22 reasonable; appears to be the product of arm's-length and informed negotiations; and
23 treats all Settlement Class Members fairly.

24 4. The Court finds that the distribution by U.S. first-class mail of individual
25 notices to all Settlement Class Members whose identities are known to the Parties was the
26 best notice practicable. The Notice was sufficient to fully and accurately inform
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1 Settlement Class Members of the terms of the Settlement, their rights under the
2 Settlement, their rights to object to the Settlement, their right to receive a payment under
3 the Settlement or elect not to participate in the Settlement, and the processes for doing so.
4 The distribution of the Notice has been completed in substantial conformity with the
5 Preliminary Approval Order. The Notice fully satisfied the requirements of Federal Rule
6 of Civil Procedure 23 and all applicable constitutional requirements.

7 5. The Court hereby orders that Settlement Class Members who did not timely
8 exclude themselves from the Settlement have released all claims or causes of action
9 settled under the terms of the Settlement Agreement.

10 6. Having received no objections, and the time for submitting such objections
11 having passed, the Court finds that no valid objections have been submitted and no
12 objections will be considered by the Court. Settlement Class Members who did not timely
13 object to the Settlement set forth in the Settlement Agreement are barred from
14 prosecuting or pursuing any appeal of this Order.

15 7. Having received one request for exclusion from the Settlement, the Court
16 finds that Agueda Espinoza-Moran is not bound by the terms of the Settlement
17 Agreement.

18 8. The Settlement embodied in the Settlement Agreement is not an admission
19 by Defendants nor is this Order a finding of the validity of any claims in the lawsuit or of
20 any wrongdoing by Defendants. Neither this Order, the Settlement Agreement, nor any
21 document referred to herein, nor any action taken to carry out the terms of the Settlement
22 Agreement, may be construed as, or may be used as an admission by or against
23 Defendants of any fault, wrongdoing, or liability whatsoever.

24 9. The Court hereby directs Defendants to provide the entirety of the Gross
25 Settlement Fund and additional employer tax payments, as described in the Settlement
26 Agreement, to the Settlement Administrator for disbursement in accordance with the
27 terms of the Settlement Agreement.

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1 10. The Court hereby directs the Settlement Administrator to pay all Settlement
2 Class Members who did not request to be excluded from the Settlement, in accordance
3 with the terms of the Settlement Agreement.

4 11. Plaintiff Denise Reddall is appointed as the Class Representative for
5 purposes of Settlement. The Court awards Denise Reddall an enhancement payment of
6 \$5,000, as fair and reasonable compensation for her services, to be paid according to the
7 terms of the Settlement Agreement.

8 12. The Court hereby directs payment to the Settlement Administrator, CPT
9 Group, Inc., for fees and expenses, the amount of \$26,500 to be paid from the Gross
10 Settlement Fund, pursuant to the Settlement Agreement.

11 13. The Court approves payment to the California Labor and Workforce
12 Development Agency in the amount of \$4,500, paid from the Gross Settlement Fund,
13 pursuant to the Settlement Agreement.

14 14. Linh Hua of Spiro Law Corp. and Brian J. Mankin of Fernandez & Lauby
15 LLP are appointed Class Counsel.

16 15. The Court finds that the posting of Plaintiff's Motion for Award of
17 Attorneys' Fees, Costs, and Class Representative Enhancement Payment on the case
18 website satisfied the notice and objection opportunity required by *In re Mercury*
19 *Interactive Corp. Securities Litigation*, 618 F.3d 988 (9th Cir. 2010). The Court finds that
20 no Settlement Class Member objected to the amount of any of the requested awards in
21 this matter.

22 16. The Court grants an award of attorney's fees in the amount of \$150,000
23 (25% of the Gross Settlement Fund) and \$9,350.81 in costs, as supported by declaration,
24 to be paid to Class Counsel according to the terms of the Settlement Agreement. The
25 Court finds that: (a) the attorney's fees awarded are reasonable after comparing the
26 request to the lodestar fee calculation; (b) Class Counsel's efforts resulted in monetary
27 recovery for the Settlement Class; and (c) Class Counsel assumed risk when agreeing to
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1 litigate this matter on a contingent basis.

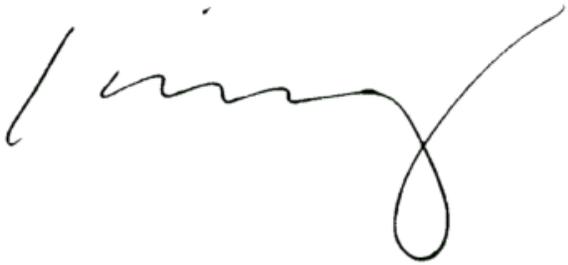
2 17. The Court hereby directs that the Clerk of the Court enter the Court's Order
3 as a Final Judgment.

4 18. The Court hereby orders that, without affecting the finality of the Final
5 Judgment, it reserves continuing jurisdiction over the matter and the Parties for the
6 purposes of implementing, enforcing and/or administering the Settlement or enforcing the
7 terms of the Judgment.

8 Immediately upon entry of this Judgment and Final Approval Order, the Second
9 Amended Complaint in this Action shall be dismissed with prejudice.

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11 **IT IS SO ORDERED.**

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13 DATED: December 22, 2014



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GEORGE H. KING
Chief United States District Judge