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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JOSE BERMEJO, as an individual, and  
on behalf of all similarly situated  
employees,

Plaintiff,

v.

LABORATORY CORPORATION OF  
AMERICA, DBA LABCORP, a  
California corporation, and DOES 1  
through 10, inclusive,

Defendant.

Case No.: CV 20-5337-DMG (SKx)

**ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT  
[38]**

1 The Court, having read and considered the papers filed in support of the  
2 motion for preliminary approval of class settlement, the proposed class notice and  
3 other documents, having considered the arguments of counsel, and good cause  
4 appearing therefor,

5 **IT IS HEREBY ORDERED:**

6 1. The Stipulation of Settlement filed with the Court as Exhibit A to the  
7 Declaration of Kevin Mahoney entered into by and between Plaintiff JOSE  
8 BERMEJO (“Plaintiff”), individually and on behalf of Class Members (defined  
9 below), and Defendant LABORATORY CORPORATION OF AMERICA, DBA  
10 LABCORP (“Defendant”), is fair, just, and reasonable and, therefore, meets the  
11 requirements for preliminary approval, subject to further consideration at the final  
12 approval hearing after the distribution of the Class Notice to the members of the  
13 Settlement Class.

14 2. For purposes of this Order, the Court adopts all defined terms as set  
15 forth in the Stipulation of Settlement.

16 3. The following class is conditionally certified for settlement purposes  
17 only: all persons who are employed or have been employed by Defendant in  
18 California as non-exempt employees in the position of Service  
19 Representative/Courier or other positions with the same or similar job functions at  
20 any time on or between April 20, 2016 to the date of preliminary approval of this  
21 settlement by the Court (the “Class Period”).

22 4. The Court finds, for settlement purposes only, the requirements of  
23 Federal Rules of Civil Procedure, Rule 23(a) and (b) are satisfied.

24 5. Named Plaintiff Jose Bermejo is appointed as Class Representative.  
25 Kevin Mahoney, Berkeh Alemzadeh, and Laura Theriault of Mahoney Law Group,  
26 APC are appointed as Class Counsel.

27 6. The proposed notice plan is hereby approved as the best notice  
28 practicable. The proposed Settlement Class Notice attached to the Declaration of  
Kevin Mahoney as Exhibit B is sufficient, subject to the Court’s edits, to inform the

1 Class Members of the terms of the Settlement Agreement, their rights to receive  
2 monetary payments under the Settlement Agreement, their right to exclude  
3 themselves from the Settlement and their right to lodge objections to the Settlement.  
4 The Court finds the notice requirements of Federal Rule of Civil Procedure 23 and  
5 applicable standards of due process are satisfied, and that the Class Notice  
6 adequately advises Class Members of their rights under the Settlement. Counsel  
7 for the Parties are authorized to correct any typographical errors that may be  
8 discovered in the Class Notice and make clarification, to the extent some are found  
9 or needed, so long as the corrections do not materially alter the substance of the  
10 Class Notice. The Request for Exclusion Form attached to the declaration of Kevin  
11 Mahoney as Exhibit C is approved.

12 7. The notice response deadline will be **forty-five (45) days from the date**  
13 of the initial mailing of the Notice Packet. The procedures and forty-five (45) day  
14 deadline for members of the class to request exclusion from or to object to the  
15 Settlement is adopted as described in the Settlement Agreement, and the Request to  
16 Be Excluded from Settlement form is attached to the Declaration of Kevin Mahoney  
17 as Exhibit C. Any Class Member who intends to object to final approval of the  
18 Settlement Agreement must submit a written objection to the Settlement  
19 Administrator by mail in accordance with the Settlement Agreement.

20 8. Phoenix Class Action Administration Solutions (“Phoenix”) is  
21 appointed to act as the Settlement Administrator pursuant to the terms of the  
22 Settlement Agreement. The Settlement Administrator is ordered to carry out the  
23 Settlement according to the terms of the Stipulation of Settlement and in conformity  
24 with this Order, including disseminating the Notice according to the notice plan  
25 described in the settlement agreement. The Settlement Administrator shall post a  
26 copy of the Settlement Agreement, all motions for class action settlement approval,  
27 and the motion for attorneys’ fees on its website. Based upon the cost estimate  
28 submitted by Phoenix, the Court preliminarily approves administration costs in an  
amount **not to exceed twenty thousand dollars (\$20,000.00)** to be deducted from the

1 Gross Settlement Amount.

2 9. The Parties are ordered to carry out the settlement according to the  
3 terms of the Settlement Agreement and proceed with the following timeline of  
4 events:

- 5 a. By April 10, 2023, or twenty-one (21) calendar days after the entry  
6 of the Preliminary Approval Order, Defendant shall provide  
7 Phoenix with the Class Information;
- 8 b. By April 24, 2023, or fourteen (14) calendar days after receiving  
9 the Class Information, Phoenix will send a copy of the Notice Pack  
10 to Class Members;
- 11 c. By May 8, 2023, Plaintiffs' counsel shall file a motion for  
12 attorneys' fees, costs, and approval of class representative service  
13 award, which will include a lodestar calculation for attorneys' fees  
14 that permits the court to conduct a lodestar cross-check;
- 15 d. By June 8, 2023, or forty-five (45) calendar days after the original  
16 mailing of the Notice Packets, Class Members wishing to request  
17 exclusion must submit a Request for Exclusion to Phoenix. By that  
18 same date, Class Members wishing to object to the settlement or to  
19 their Work Week calculation must submit a written statement of  
20 objection to Phoenix.

21 10. The Motion for Final Approval of the Settlement shall be filed and  
22 served no later than June 23, 2023.

23 11. A Final Approval hearing will be held on July 14, 2023 at 9:30 a.m.,  
24 to determine whether the Settlement Agreement should be granted final approval as  
25 fair, reasonable, and adequate as to the Settlement Class Members. The Court  
26 reserves the right to continue the date of the Final Approval hearing without further  
27 notice to Class Members. The Court retains jurisdiction to consider all further  
28 applications arising out of or in connection with the Settlement Agreement.

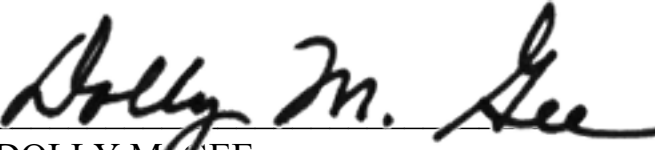
12. In the event the Settlement is not fully and finally approved, or

1 otherwise does not become effective in accordance with the terms of the Settlement  
2 Agreement, this Order shall be rendered null and void and shall be vacated, and the  
3 Parties shall revert to their respective positions before entering into the Settlement  
4 Agreement. If the Settlement does not become final for any reason, the fact that the  
5 Parties were willing to agree to a settlement and the circumstances, proceedings,  
6 and documents relating to the proposed settlement shall have no bearing on, and  
7 will not be admissible in connection with litigation, whether through issue  
8 preclusive, estoppel, or otherwise.

9 13. All proceedings in the action are stayed pending Final Approval of the  
10 Settlement.

11 IT IS SO ORDERED.

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13 DATED: March 21, 2023

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15 DOLLY M. GEE  
16 UNITED STATES DISTRICT JUDGE  
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