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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 12/05/2024
By Deputy: Nazarian, Agnes

15 Attorneys for Plaintiff CATHERYN MACUGAY,
16 on behalf of herself and others similarly situated

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF MONTEREY**

19 CATHERYN MACUGAY, on behalf of herself
20 and others similarly situated,

21 Plaintiff,

22 vs.

23 COMMUNITY HOSPITAL OF THE
24 MONTEREY PENINSULA; and DOES 1 to
25 200, Inclusive.

26 Defendants.

Case No.: 22CV002050

CLASS ACTION

*[Assigned for all purposes to the Hon. Thomas
W. Wills, Dept. 15]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Information:

Date: November 15, 2024

Time: 8:30 a.m.

Dept: 15

1 Plaintiff Catheryn Macugay’s (Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendants Community
3 Hospital of the Monterey Peninsula and Montage Health (“Defendants”) came before this Court on
4 November 15, 2024, at 8:30 a.m. in Department 15 of Monterey County Superior Court Courthouse
5 located at 1200 Aguajito Road, Monterey, California, 93940.

6 The Court having received and considered Plaintiff’s Motion for Final Approval of Class
7 Action and PAGA Settlement and Motion for Award of Attorneys’ Fees and Costs filed on September
8 4, 2024, the preliminarily approved Class Action and PAGA Settlement Agreement and Class Notice
9 (“Settlement” or “Agreement”) entered into by and between Plaintiff and Defendants attached as
10 **Exhibit 1** to the Declaration of Jovahn Wiggins in Support of Plaintiff’s Motion for Preliminary
11 Approval of Class Action and PAGA Settlement, and the Exhibits attached thereto, the supporting
12 papers filed by the Parties, the declaration of Kaylie O’Connor on behalf of CPT Group, Inc. and the
13 evidence and argument received by the Court in conjunction with the Motion and documents thereto,
14 the Court **GRANTS** final approval of the Settlement and **HEREBY ORDERS AND MAKES THE**
15 **FOLLOWING DETERMINATIONS AND FINDINGS:**

16 1. This Final Approval Order incorporates by reference the parties’ Settlement
17 Agreement and all defined terms herein shall have the same meaning as set forth in the Settlement.

18 2. This Court has jurisdiction over the subject matter of the action and over the Parties,
19 including all participating Settlement Class Members and PAGA Releasees asserted in this
20 proceeding and over all Parties to the Lawsuits.

21 3. The Court finds that no Class Members objected to the Settlement and that only seven
22 Class Members requested exclusion from the Settlement, for an overall participation rate of over 99
23 percent. Similarly, the Court finds that no Class Members disputed their workweek or pay period
24 calculations.

25 4. The Court appoints Plaintiff Catheryn Macugay as Class Representative for settlement
26 purposes only.

1 5. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., Antonia McKee,
2 Esq., and Jovahn Wiggins, Esq. as Class Counsel for settlement purposes only.

3 6. The Court has considered all relevant factors for determining the fairness of the
4 Settlement Agreement and has concluded that all such factors weigh in favor of **GRANTING** final
5 approval. In particular, the Court finds that the Settlement Agreement was reached following
6 meaningful investigation and informal discovery conducted by Class Counsel; that the Settlement
7 Agreement is the result of informed, adversarial, and arm's-length negotiations between the Parties;
8 and that the terms of the Settlement Agreement are in all respects fair, adequate, and reasonable. In
9 so finding, the Court has considered all of the evidence presented, including evidence regarding the
10 strength of the Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely
11 duration of further litigation; the amount offered in Settlement Agreement; the extent of investigation
12 and discovery completed; and the experience and views of Class Counsel. Accordingly, the Court
13 finally **APPROVES** of the terms and conditions contained in the Settlement Agreement as to the
14 Settlement Class Members and the PAGA Releasees. The Court finds that the Settlement is, in all
15 respects, fair, reasonable, adequate, and in the best interests of the Settlement Class Members and
16 PAGA Releasees and hereby directs implementation of all remaining terms, conditions, and
17 provisions of the Settlement Agreement.

18 7. The Court further finds that the Settlement satisfies the standards and applicable
19 requirements for final approval of this class action settlement under California law, including the
20 provisions of California Code of Civil Procedure sections 382 and California Rules of Court, Rule
21 3.769, and applicable law.

22 8. For purposes of approving the Settlement only, this Court finds and concludes that: (a)
23 the Class Members are ascertainable and so numerous that joinder of all members is impracticable;
24 (b) there are questions of law or fact common to the Class, and there is a well-defined community of
25 interest among Class Members with respect to the subject matter of the claims in the action; (c) the
26 claims of Plaintiff are typical of the claims of the Class Members; (d) Plaintiff has fairly and
27 adequately protected the interests of the Class Members; (e) a class action is superior to other
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1 available methods for an efficient adjudication of this controversy; and (f) the counsel of record for
2 Plaintiff, i.e., Class Counsel, is qualified to serve as counsel for Plaintiff in her individual and
3 representative capacities and for the Class.

4 9. The Court finds the settlement was entered into in good faith, that the settlement is
5 fair, reasonable, and adequate, and that the settlement satisfies the standards and applicable
6 requirements for final approval of this class action settlement under California law, including the
7 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
8 3.769.

9 10. The Parties adequately performed their obligations under the Settlement Agreement
10 and Preliminary Approval Order.

11 11. The Court finds that the approved Class Notice (attached as **Exhibit "1"** to the
12 Wiggins Declaration and as Exhibit "A" to CPT Group, Inc's declaration in support of the Motion),
13 along with the related notification procedure contemplated by the Settlement Agreement, constituted
14 the best notice practicable under the circumstances. Notice was provided to the Class Members in
15 compliance with the Settlement Agreement and Preliminary Approval Order, California Code of Civil
16 Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States
17 Constitutions, and any other applicable law. Specifically, the Class Notice: (i) fully and accurately
18 informed Class Members about the lawsuit and Settlement; (ii) provided sufficient information so
19 that Class Members were able to decide whether to opt-out and pursue their own remedies, or object
20 to the proposed Settlement; (iii) provided procedures for Class Members to request exclusion from
21 the Settlement, to state written objections to the proposed Settlement, to dispute the number of
22 workweeks, and to appear at the hearing; and (iv) provided the time, date and place of the final fairness
23 hearing. A full opportunity has been afforded to the Class Members to participate in this hearing and
24 all Settlement Class Members and other persons wishing to be heard have been heard. Accordingly,
25 the Court determines that all Settlement Class Members that did not submit a request for exclusion
26 are bound by this Final Approval Order.

1 12. The Gross Settlement Amount and the means of distributing the Net Settlement
2 Amount to participating Settlement Class Members are fair and reasonable in light of the nature of
3 this case.

4 13. The Settlement Agreement is not a concession or admission and shall not be used
5 against Defendants, or by any other Released Party, as an admission of fault or indication with respect
6 to any claim of any fault or omission by Defendants or any other Released Party. Except as necessary
7 to enforce the terms of the Settlement Agreement, neither the Settlement, nor any document,
8 statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall
9 in any event be construed as, offered or admitted into evidence as, received as or deemed to be in
10 evidence for any purpose adverse to Defendants or any Released Party, including, but not limited to,
11 evidence of a presumption, concession, indication or admission by Defendants or any of the other
12 Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, except for legal
13 proceedings concerning the implementation, interpretation, or enforcement of the Settlement
14 Agreement.

15 14. Within fourteen (14) business days following the Effective Date, Defendants shall pay
16 the Gross Settlement Amount and an amount the Settlement Administrator advises is sufficient to pay
17 employer's share of payroll taxes with respect to the wages portion of the Individual Settlement
18 Payments to the Settlement Administrator. Within fourteen (14) calendar days after Defendants fund
19 the Gross Settlement Amount, the Settlement Administrator will pay (a) Individual Class Settlement
20 Payments to Participating Class Members; (b) Individual PAGA Settlement Payments to PAGA
21 Employees; (c) Court-approved Attorneys' Fees and Costs to Class Counsel; (d) Court-approved
22 Service Award to Plaintiff; and (e) Court-approved Settlement Administration Costs to itself.

23 15. The Administrator must conduct a Class Member Address Search for all other Class
24 Members whose checks are returned undelivered without USPS forwarding address. Within seven (7)
25 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding
26 address provided or to an address ascertained through the Class Member Address Search. The
27 Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks
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1 are returned as undelivered. The Administrator shall promptly send a replacement check to any Class
2 Member whose original check was lost or misplaced, requested by the Class Member prior to the void
3 date.

4 16. The Class Representative, Catheryn Macugay, having prosecuted this lawsuit, worked
5 with counsel and undertaken the risks associated with litigation, acted to protect the Class's interests,
6 and conferred a benefit on absent Class Members, and is thus entitled to receive a service payment.
7 As such, in addition to any recovery that Plaintiff may receive under the Settlement, and in recognition
8 of Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the payment from
9 the Gross Settlement Amount of a Service Award to Plaintiff in the amount of Five Thousand Dollars
10 and Zero Cents (\$5,000.00).

11 17. Class Counsel has provided services and benefits to absent Class Members and
12 expended efforts and resources to secure the benefits and is thus entitled to the requested and
13 unopposed attorneys' fees and costs as approved by the Court. As such, the Court approves the
14 payment from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of Two
15 Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), and the reimbursement of litigation
16 expenses in the sum of Fifteen Thousand Three Hundred Twenty-Eight Dollars and Forty-Four Cents
17 (\$15,328.44). Both are reasonable amounts. The reasonableness of the fee award is determined based
18 on a reasonable percentage of the common fund obtained for the class. The court also has considered
19 the lodestar amount. Awarding fees on a percentage basis encourages efficient litigation practices and
20 reflects the actual benefit obtained for the class.

21 18. The appointed Settlement Administrator, CPT Group, Inc., rendered services and will
22 continue to render services, in connection with administering the notice and settlement process, and
23 is thus entitled to its requested administration fees. As such, the Court approves and orders payment
24 from the Qualified Settlement Amount in the amount of Twenty-One Thousand Dollars and Zero
25 Cents (\$21,000.00) to CPT Group, Inc. for performance of settlement administration services.

26 19. The Gross Settlement Amount is \$3,000,000.00, with the Net Settlement Amount to
27 be paid to participating Class Members being calculated by subtracting the following amounts from

1 the Gross Settlement Amount: (1) Class Counsel’s attorneys’ fees of \$250,000.00; (2) Class
2 Counsel’s documented costs of \$15,328.44; (3) Service Award to be paid to the Class Representative
3 of \$5,000.00; (4) 75% of the PAGA Penalties of \$300,000.00 (\$225,000.00) to the LWDA and 25%
4 of the PAGA Penalties (\$75,000.00) to the PAGA Releasees; and (5) the Settlement Administrator
5 fees to CPT Group, Inc. of \$21,000.00. The Net Settlement Amount will be paid as individual
6 Settlement Payments to participating Class Members. There is no reversion to Defendants.

7 20. Participating Class Members will have one hundred eighty (180) calendar days from
8 the date of issuance of the check to cash or otherwise deposit their check. For any check not cashed
9 after 180 calendar days, the Settlement Administrator shall cancel the check and remit the funds to
10 the cy pres recipient Legal Aid At Work. The Settlement Administrator shall inform the Parties
11 regarding the status of any uncashed checks at the conclusion of the 180-calendar day check cashing
12 period, including the amount at issue.

13 21. Pursuant to Labor Code Section 2699, subdivision (1)(2), the Court approves of the
14 Settlement’s provisions relating to settlement of claims under the Private Attorneys General Act of
15 2004, Labor Code Section 2698 et seq. (“PAGA”).

16 22. Entry of this Final Approval Order shall constitute a full and complete bar against
17 Plaintiff, Settlement Class Members and PAGA Releasees (whether individually, cumulatively or in
18 any combination or in any manner) and in favor of the Released Parties (as defined in the Settlement
19 Agreement) from bringing any Released Claims against Defendants and Released Parties (whether
20 individually, cumulatively or in any combination or in any manner), and shall constitute *res judicata*
21 and collateral estoppel with respect to the Released Claims. As such, as of the Effective Date, the
22 Court finally and permanently enjoins all of the Settlement Class Members and PAGA Releasees
23 from pursuing, or seeking to reopen, any released claims as defined in the Settlement Agreement
24 and/or the Class Notice.

25 23. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
26 connection with the administration of the Settlement which are not materially inconsistent with either
27 this Final Approval Order or the terms of the Settlement.

FINAL JUDGMENT

The Court further **ORDERS, ADJUDGES, AND DECREES THAT:**

1. Class Members. The Class is defined and properly certified as a class for settlement purposes only as all current and former hourly-paid or non-exempt employees employed by Defendants within the State of California at any time during the Class Period. All Class Members who did not timely opt-out are bound by the terms of the Settlement Agreement, and release all of their claims as defined in the Settlement Agreement.

2. Class Period: The Class Period is defined as the period from January 8, 2020, through May 25, 2023, for all claims other than Labor Code 203 claims, and July 23, 2021, through May 25, 2023, as to Labor Code section 203 claims only.

3. Binding Effect of Order. This order applies to all claims or causes of action settled under the Settlement Agreement, including any claims settled under PAGA, and binds all Class Members who did not submit valid requests for exclusion (opt-out) from the Settlement (also known as “Settlement Class Members”).

4. Plaintiff’s Release. Plaintiff, in her individual capacity, is deemed to have released and discharged Defendants and the Released Parties from any and all Plaintiff’s Released Claims, known or unknown, as described in the Settlement Agreement, Section XIII.

5. Class Members’ Release. Plaintiffs and all Class Members who did not properly request exclusion are deemed to have released and discharged the Released Parties from all Released Claims under the Settlement Agreement. The full and complete terms of the releases described in this paragraph are set forth in the Settlement Agreement, Sections 5.0 through 5.3.

6. PAGA Releasee Release. Plaintiffs and all PAGA Releasees are deemed to have released and discharged the Released Parties from all PAGA Claims under the Settlement Agreement. The full and complete terms of the releases described in this paragraph are set forth in the Settlement Agreement, Sections 5.0 through 5.3.

7. Funding of Settlement. Within 14 business days after the Effective Date, as defined in the Settlement Agreement, Defendants shall deposit the Gross Settlement Amount and the amount

1 that the Settlement Administrator advises is due for employer-side payroll taxes into the account
2 created by the Settlement Administrator for administration of the Settlement according to the terms
3 of the Settlement Agreement. The Settlement Administrator shall calculate and distribute the court-
4 approved allocations and the Net Settlement Amount to the participating Settlement Class Members
5 and PAGA Releasees. The distribution shall be in accordance with the instructions and timeline set
6 forth in the Settlement Agreement, Section 4.

7 24. **Uncashed Checks.** Individual Settlement Payment checks shall be negotiable for 180
8 days from the date of issuance. Any individual Settlement Payment checks that have not been
9 negotiated within 180 days after the date of issuance will be voided and remit the funds to the cy pres
10 recipient Legal Aid At Work. The Settlement Administrator shall inform the Parties regarding the
11 status of any uncashed checks at the conclusion of the 180-calendar day check cashing period,
12 including the amount at issue.

13 8. **Final Report.** The Parties shall file a report concerning any uncashed checks or other
14 cash residue by ~~May 19, 2025~~, or by July 15, 2025 as approved by the Court. The report
15 shall be in the form of a declaration from the Settlement Administrator and shall describe: (i) the date
16 the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average
17 amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those
18 uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the
19 disposition of those unclaimed funds.

20 9. **Final Report Hearing.** The Court sets a compliance hearing for ~~June 2, 2025~~, at
21 August 1
8:30 a.m./p.m, or for _____ as approved by the Court.

22 10. **Judgment.** The Court finds that there is no reason for delay and directs the Clerk to
23 enter judgment in accordance with the terms of this Final Approval Order as of the date of this order.
24 By operation of the entry of this Final Approval Order, the Parties and Settlement Class Members are
25 ordered to perform their respective duties and obligations under the Settlement Agreement.

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11. Notice of Judgment. Plaintiffs are to give notice to all Class Members of this Final Approval Order and Judgment in accordance with California Rule of Court 3.771(b) by filing a Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.

12. Copy to LWDA. Within 10 days of entry of this Final Approval Order and Judgment, Plaintiffs shall provide a copy of this Final Approval Order and Judgment to the LWDA, pursuant to Labor Code Section 2699, subdivisions (1), (3), & (4).

13. Court's Jurisdiction. Pursuant to the Parties' request, California Code of Civil Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over this action and the Parties until final performance of the Settlement Agreement.

IT IS SO ORDERED, ADJUDGED, AND DECREED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: December 4, 2024



Hon. Thomas W. Wills
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On November 15, 2024, I served the foregoing documents, described as:

- **[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

<p>Elizabeth R. Leitzinger, Esq. (SBN 259677) ELeitzinger@FentonKeller.com Marco A. Lucido, Esq. (SBN 322203) mlucido@fentonkeller.com FENTON & KELLER A Professional Corporation 2801 Monterey-Salinas Highway Post Office Box 791 Monterey, CA 93942-0791 Phone: 831-373-1241</p>	<p><i>Attorneys for Plaintiffs:</i> COMMUNITY HOSPITAL OF THE MONTEREY PENINUSULA</p>
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(BY ELECTRONIC MAIL) As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(STATE) I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed November 15, 2024, at Beverly Hills, California.

/s/ K. Alondra Iglesias
Alondra Iglesias