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FILED
Superior Court of California
County of Marin
05/10/2024
James M. Kim, Clerk of the Court
J. Dale, Deputy
J. Dale

7 Attorneys for Plaintiff Julie Melendez

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF MARIN

10 JULIE MELENDEZ, individually, and on
behalf of other members of the general public
11 similarly situated,

12 Plaintiff,

13 vs.

14 PRIMA MEDICAL FOUNDATION, a
California corporation; MARIN GENERAL
15 HOSPITAL, a California corporation; and
DOES 1 through 10, inclusive,

16 Defendants.
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Case No.: CIV-2100736

Assigned to the Hon. Andrew E. Sweet

~~PROPOSED~~ **ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: May 10, 2024
Time: 1:30 p.m.
Place: Department E

Complaint Filed: February 26, 2021
Trial Date: None

1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action and PAGA Settlement and Motion for Attorneys’ Fees, Costs, and Class Representative
4 Enhancement Payments (collectively, the “Motions”). Due and adequate notice having been given to
5 Class Members as required by the Court’s Preliminary Approval Order, and the Court having reviewed
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
12 Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement” or “Settlement”),
13 together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
19 with the laws of the State of California and due process. The Class Notice fairly and adequately
20 described the settlement and provided Class Members with adequate instructions and a variety of means
21 to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval
23 hearing, and all Class Members, and other persons wishing to be heard have been heard. Accordingly,
24 the Court determines that all Class Members who did not timely and properly opt out of the settlement
25 are bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
21 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. With the exception of the one person who opted out of the Settlement Class, final
26 approval shall be with respect to: All individuals who are or previously were employed by Defendant
27 Marin General Hospital dba MarinHealth Medical Center ("Defendant") in California who were
28 classified as hourly, non-exempt employees and not a member of a union during the period February 26,

1 2017 to January 17, 2023.

2 11. Julie Melendez and Lashana West are adequate and suitable representatives and are
3 hereby appointed the Class Representatives for the Settlement Class. The Court finds that their
4 investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for
5 the Settlement Class, and that their interests are aligned with those of the Settlement Class.

6 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
7 \$10,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
8 all claims arising out of their employment with Defendant.

9 13. The Court finds that the attorneys at Capstone Law APC and Lawyers for Justice, PC
10 have the requisite qualifications, experience, and skill to protect and advance the interests of the
11 Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations
12 attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and Lawyers for
13 Justice, PC as counsel for the Settlement Class.

14 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
15 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
16 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA
17 Members.

18 15. The Court grants Class Counsel's request for attorneys' fees and up to \$25,000 in
19 litigation costs. The Court finds that the requested award of attorneys' fees is reasonable for a
20 contingency fee in a class action such as this; i.e., one-third of the common fund created by the
21 settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees
22 via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are fair
23 and reasonable. The award of attorneys' fees and costs will be divided as follows: (a) \$510,000 in
24 attorneys' fees and \$16,548.80 in litigation costs to Capstone Law APC; and (b) \$90,000 in attorneys'
25 fees and \$ ~~16,548.80~~ in litigation costs to Lawyers for Justice, PC.

26 16. The Court approves settlement administration costs and expenses in the amount of
27 \$17,000 to CPT Group, Inc.

28 17. All Class Members were given a full and fair opportunity to participate in the Approval

1 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
2 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
3 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
4 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
5 Members have released and forever discharged the Released Parties for any and all Released Class
6 Claims during the Class Period:

7 All claims, rights, demands, liabilities, and causes of action, reasonably arising
8 from, or related to, the same set of operative facts as those set forth in the operative
9 complaints in the Actions against Defendant and Released Parties which occurred
10 during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims
11 for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv)
12 all claims for the failure to timely pay wages upon termination based on the
preceding claims; (v) all claims for the failure to timely pay wages during
employment based on the preceding claims; (vi) all claims for the failure to
reimburse for necessary business expenses; (vii) all claims for wage statement
violations based on the preceding claims; and (viii) all claims asserted through
California Business & Professions Code §§ 17200, *et seq.*

13 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
14 the Released Parties for any and all Released PAGA Claims during the PAGA Period:

15 Any and all claims for civil penalties under PAGA that were alleged in the PAGA
16 Letters, to the extent alleged in the operative complaints in the Actions, or that
17 could have been asserted but were not asserted in the Actions or PAGA Letter,
18 that arise out of facts and legal theories contained in the operative complaints in
19 the Actions arising during the PAGA Period, for (a) failure to pay all regular
20 wages, minimum wages and overtime wages due; (b) failure to properly calculate
21 the regular rate of pay for payment of overtime wages; (c) failure to provide proper
meal periods, and to properly provide premium pay in lieu thereof; (d) failure to
provide proper rest periods, and to properly provide premium pay in lieu thereof;
(e) failure to pay all wages timely during employment; (f) failure to pay all wages
timely at the time of termination/resignation; and (g) failure to reimburse business
expenses.

22 19. Judgment in this matter is entered in accordance with the above findings.

23 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
24 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
25 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing
26 the terms of the Judgment entered herein.

27 21. This document shall constitute a judgment (and separate document constituting said
28 judgment) for purposes of California Rules of Court, Rule 3.769(h).

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22. Plaintiffs shall file a declaration from the Settlement Administrator confirming the disbursement of settlement funds no later than January 10, 2025.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

05/10/2024

Dated: _____



Hon. Andrew E. Sweet
Marin County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **April 3, 2024**, I served the document(s) described as: **[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS** on the interested parties in this action by sending [] the original [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

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PRIMA MEDICAL FOUNDATION and
MARIN GENERAL HOSPITAL

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[] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[X] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[] **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

[] **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.

[] **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **April 3, 2024**, at Los Angeles, California.

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Riley McIntire
Type or Print Name



Signature