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7 behalf of other persons similarly situated and aggrieved

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 LORENA ELIZABETH SIBRIAN-FRANCO,
12 an individual, on behalf of himself and others
13 similarly situated and aggrieved,

14 Plaintiffs,

15 vs.

16 EAST VALLEY COMMUNITY HEALTH
CENTER, INC., a California corporation; and
17 DOES 1 through 50, inclusive

18 Defendants.

FILED
Superior Court of California
County of Los Angeles

06/28/2024

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

Case No.: 19STCV21220

[Assigned for all purposes to the Honorable
Stuart M. Rice, Dept. 1]

CLASS ACTION

**AMENDED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT
AGREEMENT**

Date: June 20, 2024
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: June 18, 2019
FAC Filed: September 19, 2019
Trial Date: Not Set

Accompanying Documents: Supplemental
Declaration of Joshua D. Boxer;
Supplemental Declaration of Laura Singh of
CPT Group, Inc.

AMENDED ~~PROPOSED~~ ORDER

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2 Plaintiff Lorena Elizabeth Sibrian-Franco’ (“Plaintiff”) Motion for Final Approval of Class
3 Action Settlement (“Motion”) came regularly for hearing before this Court on June 20, 2024. The
4 Court has reviewed the proposed Joint Stipulation of Class Action and PAGA Settlement
5 (“Settlement” or “Agreement”), attached as Exhibit 1 to the Declaration of Joshua D. Boxer filed
6 concurrently with the Motion; Plaintiff’s Motion for Final Approval of Class Action Settlement,
7 memorandum of points and authorities in support thereof, and supporting declarations filed
8 therewith; and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

9 The Court has reviewed and considered the Memorandum of Points and Authorities in
10 support of the Motion, the Declarations of Counsel, and the exhibits in support of the Motion,
11 including the Stipulation of Class Action Settlement Agreement and Class Notice (“Agreement”
12 or “Settlement”) between Plaintiffs and East Valley Community Health Center, Inc.
13 (“Defendants”) (Plaintiff and Defendant shall be referred to collectively as the “Parties”).

14 The Order hereby incorporates by reference the definitions in the Settlement Agreement as
15 though fully set forth herein, and all terms used herein shall have the same meaning as set forth in
16 the Settlement Agreement.

17 **NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY****
18 **MAKES THE FOLLOWING FINDINGS:**

- 19 1. Plaintiff’s Motion for Final Approval of Class Action Settlement is GRANTED.
- 20 2. In accordance with the Stipulation, Judgment shall be entered pursuant to the terms
21 of the Stipulation, in the amount of **\$1,050,000**, plus Defendants’ share of payroll taxes and
22 withholdings, which shall be paid separately from and in addition to the Gross Settlement Amount.
- 23 3. Solely for purposes of effectuating the Settlement, this Court has certified a class
24 (“Class”) defined as:
25 All current and former non-exempt employees in the state of California
26 at any time between June 15, 2015 through January 19, 2024.
- 27 4. The notice provided to the Class Members conforms with the requirements of
28 California Code of Civil Procedure section 382, California Civil Code section 1781, California
Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other

1 applicable law, and constitutes the best notice practicable under the circumstances, by providing
2 individual notice to all Class Members who could be identified through reasonable effort, and by
3 providing due and adequate notice of the proceedings and of the matters set forth therein. The
4 notice fully satisfies the requirements of due process.

5 5. The Court finds that zero (0) Class Members objected to the Settlement.

6 6. Class Member Estela Isla opted out and shall be excluded from the Class portion
7 of the settlement and the release of class claims, but will otherwise share in the distribution of the
8 PAGA proceeds and shall be deemed to have released their PAGA claims.

9 7. Upon the date that Defendant has fully funded the Settlement and funds all
10 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Plaintiffs
11 shall have, by operation of this Judgment, be deemed to have fully and finally released Defendants
12 from any and all Released Claims for the duration of the Class Period, including, but not limited
13 to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained,
14 in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been,
15 alleged based on facts contained in the Operative Complaint or Plaintiffs PAGA Notice or
16 ascertained in the course of the Action including any and all failure to provide rest periods, failure
17 to provide meal periods, failure to pay overtime, failure to pay minimum wages, failure to pay all
18 wages due to discharged and quitting employees, failure to maintain required records, failure to
19 maintain accurate itemized wage records, failure to indemnify employees for necessary
20 expenditures incurred in discharge of duties, and unfair and unlawful business practices claims.

21 8. Upon the date that Defendant has fully funded the Settlement and funds all
22 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
23 participating class members who are not aggrieved employees, shall have, on behalf of themselves
24 and their respective former and present representatives, agents, attorneys, heirs, administrators,
25 successors, and assigns, released Defendants from (i) all claims that were alleged, or reasonably
26 could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except
27 as set forth in Section 6.3 of the Agreement, Participating Class Members do not release any other
28 claims, including claims for vested benefits, wrongful termination, violation of the Fair

1 Employment and Housing Act, unemployment insurance, disability, social security, workers'
2 compensation, or claims based on facts occurring outside the Class Period.

3 9. Upon the date that Defendant has fully funded the Settlement and funds all
4 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all non-
5 participating class members who are aggrieved employees, shall have, on behalf of themselves and
6 their respective former and present representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, released the Defendants from all claims for PAGA penalties that were
8 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
9 Operative Complaint, the PAGA Notice or ascertained in the course of the Action including, e.g.,
10 any and all failure to provide rest periods, failure to provide meal periods, failure to pay overtime,
11 failure to pay minimum wages, failure to pay all wages due to discharged and quitting employees,
12 failure to maintain required records, failure to maintain accurate itemized wage records, failure to
13 indemnify employees for necessary expenditures incurred in discharge of duties, and unfair and
14 unlawful business practices claims.

15 10. Plaintiff shall have, by operation of this Judgment, be deemed to have expressly
16 waived and relinquished the Released Parties from any and all claims, demands, rights, liabilities,
17 and/or causes, of any form whatsoever, whether known or unknown, unforeseen, unanticipated,
18 unsuspected or latent, that have been or could have been asserted by Plaintiff or Plaintiff's heirs,
19 successors and/or assigns, whether directly, indirectly, representatively, derivatively or in any
20 other capacity, against Defendant or any of the other Released Parties, arising at any time prior to
21 entry of the Final Order and Judgment, and shall waive all rights and benefits under Civil Code §
22 1542.

23 11. The Court finds that the Gross Settlement Amount, the Net Settlement Amount,
24 and the methodology used to calculate and pay each Participating Class Member's Individual
25 Settlement Awards and PAGA penalties to Eligible PAGAs are fair and reasonable, and authorizes
26 the Settlement Administrator to pay the Individual Settlement Awards to Participating Class
27 Members and the PAGA penalties to Eligible PAGA Members in accordance with the terms of the
28 Settlement Agreement.

1 12. Pursuant to this Judgment, Class Counsel is awarded attorneys' fees in the amount
2 of **\$350,000** (one-third of the Gross Settlement Amount) for their services in connection with the
3 litigation and resolution of the claims asserted in this action, to be paid from the Gross Settlement
4 Amount pursuant to the terms of the Stipulation. Following this Court's lodestar cross-check, the
5 Court finds that the number of hours Class Counsel spent prosecuting this Action to be reasonable
6 and that Class Counsel's hourly rates are reasonable and in line with the prevailing rates in the
7 community.

8 13. Class Counsel is awarded **\$33,170.61** in costs and expenses, to be paid from the
9 Gross Settlement Amount pursuant to the terms of the Stipulation.

10 14. Plaintiff Lorena Elizabeth Sibrian-Franco shall be paid from the Gross Settlement
11 Amount a Class Representative Service Award in the amount of **\$7,500** for her time and effort in
12 bringing and presenting the Action and for releasing her Released Claims.

13 15. The Court approves a PAGA payment to the California Labor & Workforce Development
14 Agency ("LWDA") in the amount of **\$150,000** (i.e., 75% of the PAGA penalties of \$200,000), and
15 a payment of the remaining 25% (**\$50,000**) of the PAGA penalties to be allocated towards
16 Individual PAGA Payments to the Aggrieved Employees

17 16. The Court approves Settlement Administration Costs in the amount of **\$15,750** to
18 be paid to CPT Group from the Gross Settlement Amount.

19 **Total Deductions**

20 17. The total itemized deductions from the \$1,050,000 gross settlement amount are as
21 follows:

22 **\$350,000** – Attorneys' Fees

23 **\$33,170.61** – Attorneys' Costs

24 **\$7,500** – Service Award

25 **\$150,000** – PAGA portion (including 25% aggrieved employee share)

26 **\$15,750** – Claims Administrator Fees

27 = **\$493,579.39** to be distributed to the Class.

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18. Defendants' share of payroll taxes will be paid by Defendant separately from the Gross Settlement Amount.

19. The Parties shall implement the Stipulation according to its terms.

20. The Settlement Administrator shall file a report concerning the amount of money distributed by R}^AFG, 2025. A non-appearance hearing regarding the Final Accounting Report is scheduled for June 20, 2025.

21. Without affecting the finality of this Order, this Court shall retain jurisdiction with respect to all matters related to enforcing the Agreement and/or Judgment, addressing settlement administration matters, and addressing post-Judgment matters as permitted by law.

22. The Court directs that judgment be entered against Defendant in the amount of **\$1,050,000**, plus Defendants' share of payroll taxes and withholdings, in accordance with the terms of this Order and the Settlement Agreement.

23. The Settlement Administrator shall post notice of this Judgment on its website within seven (7) days after entry of this Judgment.

24. This Judgment is intended to be a final disposition of this Action in its entirety and is intended to be immediately appealable.

IT IS SO ORDERED.



DATED: R}^AFG

By: Stuart M. Rice / Judge
JUDGE OF THE SUPERIOR COURT