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Attorneys for Plaintiff
LAURA DELGADO individually,
and on behalf of others similarly
situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA**

LAURA DELGADO, individually, and on
behalf of others similarly situated

Plaintiff,

vs.

ORINDA CARE CENTER, LLC, a California
limited liability company and DOES 1 through
50, inclusive,

Defendants.

Case No. C20-02646

[Assigned for all Purposes to the Honorable
Charles S. Treat, Dept. 12]

~~[PROPOSED]~~ JUDGMENT

Date: May 16, 2024
Time: 9:00 a.m.
Dept.: 12

FILED
FEB 08 2024
By: *[Signature]*
CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

1 On October 19, 2022, the Court issued an order granting preliminary approval of the
2 proposed class action Settlement between Plaintiff Laura Delgado (“Plaintiff”), individually and
3 on behalf of others similarly situated, and Defendant Orinda Care Center, LLC (“Defendant”)
4 (collectively, “the Parties”).

5 Due and adequate notice having been given to the Class, as defined below, and the Court,
6 having carefully considered Plaintiff’s unopposed Motion for Final Approval of Class Action
7 Settlement (the “Motion”), the supporting declarations and exhibits thereto, and all submissions
8 and other documents filed in this action, and good cause appearing, hereby GRANTS the Motion.

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

10 1. The Court adopts all defined terms as set forth in the Joint Stipulation of Class and
11 Representative Action Settlement and Release (“Stipulation”) filed in this action. A copy of the
12 Stipulation, attached as Exhibit 1 to the November 15, 2023 Declaration of Mikael H. Stahle in
13 support of the Motion, is made a part of this Judgment.

14 2. The Court has jurisdiction over all claims asserted in this action, Plaintiff, the
15 Settlement Class Members, and Defendant.

16 3. The Court finds that the Settlement was made and entered into in good faith and
17 hereby approves the Settlement as fair, adequate, and reasonable to all Settlement Class
18 Members.

19 4. Solely for purposes of effectuating this Settlement, this Court has certified a class
20 defined as:

21 All current and former non-exempt employees who were
22 employed by Defendant in California from October 19,
23 2019 through January 19, 2022. (the “Settlement Class”).
(Stipulation, ¶¶ 5, 27).

24 5. The Notice provided to the Settlement Class conforms with the requirements of
25 California Code of Civil Procedure section 382, California Civil Code section 1781, California
26 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
27 applicable law and constitutes the best notice practicable under the circumstances, by providing
28 individual notice to all persons in the Settlement Class who could be identified through

1 reasonable effort and by providing due and adequate notice of the proceedings and of the matters
2 set forth therein to all other persons in the Settlement Class. The Class Notice informed the Class
3 Members of the Settlement terms, the existence of their rights to submit a Request for Exclusion,
4 their rights to comment on or object to the Settlement, and their rights to appear at the Final
5 Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time to
6 respond and to act were provided by each of these procedures. The Notice therefore fully satisfied
7 the requirements of due process.

8 6. The Court finds that one (1) Class Member has submitted a valid request for
9 exclusion from the Settlement.

10 7. The Court finds that no (0) Class Members have objected to the Settlement.

11 8. The Court finds that the Settlement Amount and the methodology used to calculate
12 and pay each Settlement Class Member's Individual Settlement Payment are fair, adequate, and
13 reasonable and authorizes the Claims Administrator to pay the Individual Settlement Payments to
14 the 188 Settlement Class Members in accordance with the terms of the Settlement.

15 9. The following release applies to all Settlement Class Members:

16 Upon the Effective Date (defined in Paragraph 9 of the Stipulation), Plaintiff and all
17 Participating Settlement Class Members, will waive and release all claims, rights, demands,
18 damages, liabilities and causes of action, whether known or unknown, contingent or vested, in
19 law or in equity, arising at any time during the Class Period for unpaid wages or other
20 compensation, and/or related penalties, interest, costs, attorneys' fees, punitive damages, and/or
21 injunctive or other equitable remedies, allegedly owed or available, against Defendant and their
22 respective former, current and future parent companies, subsidiaries, affiliates, shareholders,
23 Members, agents (including, without limitation, any investment bankers, accountants, insurers,
24 reinsurers, attorneys and any past, present or future officers, directors and employees)
25 predecessors, successors, and assigns, allegedly owed or available, arising out of, or related to the
26 claims, allegations and operative facts asserted in the operative complaint, including that
27 Defendant: (1) failed to provide a required full, timely and uninterrupted meal periods; (2) failed
28 to provide a required full, timely and uninterrupted rest periods; (3) failed to pay all earned wages

1 and/or overtime payments (4) failed to keep accurate payroll records and/or failed to provide
2 accurate wage statements; (5) failed to pay earned an unpaid wages upon ending of employment;
3 and/or (6) in engaging in any or all of the aforementioned conduct, violated, or is liable under the
4 California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 218.5, 218.6,
5 221, 226, 226.3, 226.6, 226.7, 450, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198,
6 2802, 2698 et seq., Cal. Code tit. 5 section 11050 (California Wage Order 5-2001), California
7 Business & Professions Code section 17200 et seq., and/or California Code of Civil Procedure
8 section 1021. The incentive payment to Plaintiff and any other payments herein are expressly
9 contingent upon her execution of a release of all claims under California Civil Code § 1542 and
10 any and all wage related claims, known or unknown, contingent or accrued. Stipulation ¶¶9, 42.

11 10. In addition to the above release, Plaintiff has signed a general release of claims.
12 Stipulation, ¶¶44-45. Lastly, all PAGA Group Members who worked during the PAGA Period
13 will release all PAGA claims during the PAGA Period. Stipulation, ¶43.

14 With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the
15 Effective Date, Named Plaintiff shall be deemed to have expressly waived and relinquished, to
16 the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code
17 § 1542, or any other similar provision under federal or state law, which provides:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
19 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
20 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
21 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
22 KNOWN BY HIM OR HER WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

23 Accordingly, if the facts relating in any manner to this Agreement are found hereafter to be other
24 than or different from the facts now believed to be true, the release of claims contained herein
25 shall be effective as to all unknown claims.

26 11. The Parties shall bear their own respective attorneys' fees and costs, except as to
27 the attorneys' fees and costs to Class Counsel awarded below in Paragraph 15 and as otherwise
28 provided for in the Settlement and approved by the Court.

1 12. Upon entry of this Order, compensation to the Settlement Class Members shall be
2 effected pursuant to the terms of the Settlement.

3 13. A total of \$40,000.00 from the Settlement Amount shall be allocated to penalties
4 under the Labor Code Private Attorneys General Act of 2004, California Labor Code section
5 2698, *et seq.*, of which \$30,000.00 shall be paid by the Claims Administrator directly to the
6 California Labor and Workforce Development Agency (“LWDA”). The remaining \$10,000.00
7 shall be distributed to the PAGA Group in addition to any Net Settlement Payment allocated to
8 them.

9 14. The Court hereby approves the payment of \$7,500.00 Plaintiff as a Service Award
10 for her services as Class Representative. The Court finds that this amount is fair and reasonable in
11 light of Plaintiff’s contributions to this litigation, the risks she undertook in being named Plaintiff
12 and for executing a general release of their claims against Defendant. The payment of the Service
13 Awards shall be made in accordance with the terms of the Settlement.

14 15. From the Settlement Amount, Class Counsel is awarded \$80,000.00 for their
15 reasonable attorneys’ fees and \$16,000.00 for their costs incurred in this action. The Court finds
16 that the amount of attorneys’ fees requested is reasonable in light of the relevant factors and that
17 Class Counsel’s costs are also reasonable. The payment of fees and costs to Class Counsel shall
18 be made in accordance with the terms of the Settlement.

19 16. The Court approves Settlement Administration Expenses in the amount of
20 \$8,500.00. Such costs shall be paid from the Settlement Amount to CPT Group, Inc.

21 17. Defendant’s employer payroll taxes will be paid separately by Defendant.

22 18. In accordance with the terms of the Stipulation, Defendant shall fund the
23 Settlement Amount of \$400,000.00 within fourteen (14) days of the Date of Final Approval. On
24 or before the tenth (10th) calendar day after the Effective Date, the Settlement Administrator shall
25 mail out the checks to the Settlement Class Members in accordance with the Stipulation and make
26 all of the other payments to Class Counsel, the Class Representatives, and the LWDA, as required
27 by the Stipulation.

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1 19. The Court shall retain jurisdiction with respect to the interpretation,
2 implementation, and enforcement of the terms of the Settlement, and all orders and judgments
3 entered in connection therewith.

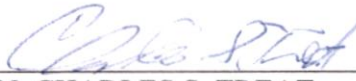
4 20. If the Settlement does not become final and effective in accordance with the terms
5 of the Stipulation, then this Judgment, and all orders entered in connection herewith, shall be
6 rendered null and void and shall be vacated.

7 21. A compliance hearing is set for May 16, 2024 at 9:00 a.m. in Department 12 to
8 determine whether the Settlement has been completely implemented. Class Counsel shall submit
9 a compliance statement one week before the compliance hearing date. Five percent of the
10 attorney's fees are to be withheld by the Claims Administrator pending satisfactory compliance as
11 found by the Court.

12
13 **IT IS SO ORDERED.**

14 FEB 07 2024

15 DATED: _____

16 
17 _____
18 HON. CHARLES S. TREAT
19 JUDGE OF THE SUPERIOR COURT
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1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of
3 eighteen (18) years and not a party to the within action. My business address is 1230 Rosecrans
4 Avenue, Suite 200, Manhattan Beach, California 90266.

5 On February 5, 2024, I served the document described as:

6 **[PROPOSED] JUDGMENT**

7 **By e-mail or electronic transmission.** I caused the documents to be sent to the person at
8 the e-mail addresses listed below. I did not receive, within a reasonable time after the
9 transmission, any electronic message or other indication that the transmission was unsuccessful.

<p>10 Joseph R. Lordan, Esq. Sumy Kim, Esq. O'HAGAN MEYER PLLC 11 One Embarcadero, Suite 2100 San Francisco, CA 94111 12 Tel: (628) 626-6906 13 Email: JLordan@OhaganMeyer.com SKim@OhaganMeyer.com</p>	<p>Attorneys for Defendant ORINDA CARE CENTER, LLC</p>
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14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct. Executed on February 5, 2024 at Willimantic, Connecticut.

16
17 *Alex Phornprapha*
18 Alex Phornprapha