

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Eva Yanez
2. Title of the proposed order:
Proposed Order Granting Final Approval of Class Action Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion
 - b. Date and time: 12/6/2023, 1:30 p.m.
 - c. Place: Department 19
4. The proposed order was served on the other parties in the case.


(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Yanez v. Gardner Family Health Network, Inc.

CASE NUMBER:

20CV364033

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

_____
(SIGNATURE OF DECLARANT)

1 **COHELAN KHOURY & SINGER**

2 Michael D. Singer (SBN 115301)

3 msinger@ckslaw.com

4 Jeff Geraci (SBN 151519)

5 jgeraci@ckslaw.com

6 605 C Street, Suite 200

7 San Diego, CA 92101

8 Tel: (619) 595-3001/Facsimile: (619) 595-3000

9 **LAW OFFICES OF SAHAG MAJARIAN II**

10 Sahag Majarian II (SBN 146621)

11 sahagii@aol.com

12 18250 Ventura Blvd.

13 Tarzana, CA 91356

14 Tel: (818) 609-0807/Facsimile: (818) 609-0892

15 Attorneys for Plaintiff EVA YANEZ, on behalf of herself
16 and all others similarly situated

17 **SUPERIOR COURT OF CALIFORNIA**

18 **FOR THE COUNTY OF SANTA CLARA**

19 EVA YANEZ, on behalf of herself and all
20 others similarly situated,

21 Plaintiff,

22 v.

23 GARDNER FAMILY HEALTH
24 NETWORK, INC., a California corporation;
25 and DOES 1 through 10, Inclusive,

26 Defendants

Case No. 20CV364033

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Theodore C. Zayner
Department 19

CLASS ACTION

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

Hearing Set by September 21, 2023 Order

Date: December 6, 2023

Time: 1:30 p.m.

Dept: 19

Judge: Hon. Theodore C. Zayner

Complaint filed: February 24, 2020

Trial date: Not set

1 This matter came on for hearing on December 6, 2023 in Department 19 of the above-
2 captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class Action
3 Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769, the
4 Joint Stipulation of Settlement and Release of Class Action filed November 23, 2022
5 ("Settlement Agreement"), and the Order Granting Preliminary Approval of Class Action
6 Settlement issued May 16, 2023 ("Preliminary Approval Order").

7 Having received and considered the Settlement Agreement, the supporting papers,
8 evidence and argument received by the Court with the Motion for Preliminary Approval of
9 Class Action Settlement, and evidence and argument received by the Court with the Motion for
10 Order Granting Final Approval of Class Action Settlement, the Court grants final approval of
11 the Settlement and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Court's Preliminary Approval Order, Notice of Class Action
13 Settlement was sent to each Class Member by first-class United States mail, informing the Class
14 of the Settlement terms, right to receive a Settlement Payment without taking any action,
15 comment on or object to the Settlement, and appear in person or by counsel and be heard at the
16 final approval hearing. Adequate periods of time were provided for each of these procedures.

17 2. No Settlement Class member filed a written objection to the proposed Settlement
18 or stated an intention to appear at the final approval hearing.

19 3. Four (4) Settlement Class member requested exclusion from the Settlement:
20 Amishi Khandelwal, Chitra Malani, Willie David Menchaca, Jennifer De La Cruz Vargas.

21 4. The Court finds and determines this notice procedure afforded adequate
22 protections to the Class and provides the basis for the Court to make an informed decision
23 regarding Settlement approval based on the responses of the Class. The Court finds and
24 determines the notice provided in this case was the best notice practicable, which satisfies the
25 requirements of law and due process.

26 5. For purposes of Settlement approval only, the Court finds: (a) the proposed Class
27 is ascertainable and so numerous joinder of all members is impracticable; (b) there are questions
28 of law or fact common to the proposed Class, and a well-defined community of interest among

1 proposed Class Members in the subject matter of the class action; (c) the claims of Class
2 Representative are typical of the claims of proposed Class Members; (d) the Class
3 Representative has and will fairly and adequately protect the interests of Class Members; (e) a
4 class action is superior to other available methods for efficient adjudication of this controversy
5 in the context of settlement; and (f) Class Representative's counsel of record are qualified to
6 serve as her counsel as an individual and Class Representative.

7 6. Class Members are defined for Settlement purposes as: "All non-exempt
8 employees of Defendant who worked at any time from February 24, 2016, to March 18, 2022,
9 in the State of California."

10 7. For purposes of this Settlement, PAGA Aggrieved Employees are defined as:
11 "Class Members who worked anytime from January 24, 2019 to March 18, 2022."

12 8. The Court finds and determines the terms of the Settlement Agreement are fair,
13 reasonable, and adequate and, having found the Settlement was reached as a result of informed
14 and non-collusive arms'-length negotiations facilitated by a neutral, experienced mediator,
15 directs the Parties to effectuate the Settlement terms as set forth in the Settlement Agreement.
16 The Court finds the Parties conducted extensive investigation, research, and informal discovery,
17 and their attorneys were able to reasonably evaluate their respective positions. The Court also
18 finds Settlement will enable the Parties to avoid additional and potentially substantial litigation
19 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
20 reviewed the monetary recovery and recognizes the significant value provided to the Class.

21 9. The Court finds and determines the terms of the Settlement are fair, reasonable
22 and adequate to the Class and each Class Member, the Settlement is ordered finally approved,
23 and all terms of the Settlement Agreement should be and are ordered to be consummated.

24 10. The Court finds and determines Settlement Payments to be paid to Participating
25 Class Members and PAGA Aggrieved Employees under the Settlement are fair and reasonable.
26 The Court grants final approval to and orders payment of those amounts to Participating Class
27 Members and PAGA Aggrieved Employees in accordance with the Settlement Agreement.

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1 11. The Court finds and determines fees and expenses to administer the Settlement
2 incurred by CPT Group, Inc. of \$10,639.23 are fair and reasonable. The Court grants final
3 approval to and orders payment of that amount in accordance with the Settlement Agreement.

4 12. The Court finds and determines the Class Representative Service Payment of
5 \$5,000.00 to Plaintiff Eva Yanez is fair and reasonable, and orders the Administrator to make
6 this payment in accordance with the terms of the Settlement Agreement.

7 13. The Court finds and determines payment to the California Labor and Workforce
8 Development Agency of \$22,500.00 as its share of the Settlement of civil penalties under the
9 Private Attorneys General Act is fair, reasonable, and appropriate. The Court grants final
10 approval to and orders that amount be paid in accordance with the Settlement Agreement.

11 14. The Court awards Class Counsel attorneys' fees of \$375,000.00 [Cohelan
12 Khoury & Singer 50%; Law Offices of Sahag Majarian II 50%] and litigation costs of
13 \$20,303.00. The Court finds such amounts to be fair and reasonable. The Court orders the
14 Administrator to make these payments in accordance with the Settlement Agreement.

15 15. Without affecting the finality of this Order or the entry of judgment in any way,
16 the Court retains jurisdiction of all matters relating to the interpretation, administration,
17 implementation, effectuation, and enforcement of this Order and the Settlement Agreement.

18 16. The Settlement is not an admission of liability by Defendant or any of
19 Defendant's current or former parent companies, subsidiary or related companies, partnerships,
20 joint ventures, representatives, attorneys, agents, insurers, employee benefit programs (and the
21 trustees, administrators, fiduciaries, and insurers of such programs), and any other persons
22 acting by or through any of those persons or entities, or their successors, ("Released Parties"),
23 nor is this Order or entry of judgment a finding any claim in the Actions against Defendant is
24 valid. This Order, entry of judgment, or Settlement, may not be construed as, or used as an
25 admission of, any fault, wrongdoing or liability by Defendant or any Released Party.
26 Negotiating, entering or carrying out the Settlement, shall not be offered in evidence against any
27 Released Party in any action or proceeding in any court, administrative agency or tribunal for
28 any purpose except to enforce this Order or Judgment. However, any Released Party may file in

1 any proceeding, this Order or Judgment, or any papers filed in the Action, to support defenses
2 of res judicata, collateral estoppel, release, claim or issue preclusion or any similar defense.

3 17. Plaintiff and Participating Class Members will forever completely release and
4 discharge, to the fullest extent permitted by law, Released Parties from all causes of action and
5 factual or legal theories that were alleged in the Complaint or reasonably could have been
6 alleged based on the facts alleged in the Complaint, including: (a) failure to pay minimum
7 wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to
8 provide rest breaks; (e) failure to provide accurate itemized wage statements; (f) failure to
9 timely pay wages due upon separation of employment; (g) Violations of the Unfair Competition
10 Law; (h) civil penalties under PAGA. (collectively, the “Released Claims”). The Released
11 Claims include all claims for compensatory, consequential, incidental, liquidated, punitive, and
12 exemplary damages; restitution; interest; costs and fees; injunctive or equitable relief; and any
13 other remedies available at law or equity during the Class Period.

14 18. Nothing in this Order shall preclude any action to enforce the Settlement
15 Agreement or this Order, including the requirement Defendant make payments to Participating
16 Class Members and PAGA Aggrieved Employees in accordance with the Settlement.

17 19. The Judgment, once entered, shall constitute a judgment for purposes of
18 California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this
19 Order, judgment shall be entered within the meaning and for purposes of Code of Civil
20 Procedure sections 577 and 904.1(a), and the Plaintiff/Class Representative, Participating Class
21 Members and PAGA Aggrieved Employees shall take nothing from Released Parties except as
22 expressly set forth in the Settlement Agreement.

23 20. The Parties will comply with California Rules of Court Rule 3.771(b), by giving
24 notice to Class Members by posting the Final Approval Order and Judgment on the Settlement
25 Administrator’s website.

26 21. Pursuant to Labor Code section 2699(l)(3), Plaintiff shall submit a copy of this
27 Order and Judgment to the California Labor and Workforce Development Agency within 10
28 days after entry of this Order and Judgment.

1 22. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.
3

4 Date: _____

Honorable Theodore C. Zayner
Judge of the Superior Court