

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 Judgment
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)

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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] JUDGMENT

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

Pursuant to the Joint Stipulation of Settlement and Release of Class Action filed November 23, 2022 (“Settlement Agreement”), the Order Granting Preliminary Approval of Class Action Settlement issued May 16, 2023 (“Preliminary Approval Order”), and the Order Granting Final Approval of Class Action Settlement (“Final Approval Order”), IT IS ORDERED, ADJUDGED, AND DECREED that:

1. The Court enters Judgment consistent with the Final Approval Order and the Settlement Agreement. Plaintiff Eva Yanez, Participating Class Members, and PAGA Aggrieved Employees shall take nothing from Defendant Released Parties, except as expressly set forth in the Settlement Agreement and Final Approval Order.

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

3. The Court defined the following:

a. “Class”: All non-exempt employees of Defendant who worked at any time from February 24, 2016, to March 18, 2022, in the State of California.

b. “Class Member”: Each person eligible to participate in this Settlement who is a member of the Class as defined above.

c. “PAGA Aggrieved Employees”: Class Members who worked anytime from January 24, 2019 to March 18, 2022.”

d. “Class Period”: The period from February 24, 2016, to March 18, 2022.

e. “PAGA Period”: The period from January 24, 2019 to March 18, 2022.

f. “Defendant”: Gardner Family Health Network, Inc.

g. “Class Representative(s)” or “Plaintiff(s)”: Eva Yanez.

h. “Effective Final Settlement Date”: The date when Final Approval of the Settlement can no longer be appealed or, if there are no objectors and no Plaintiff(s) in intervention at the time the Court grants Final Approval, the date the court enters judgment granting Final Approval of the Settlement.

i. “Participating Class Members”: All Class Members who do not submit a valid and timely request to exclude themselves from the class action Settlement.

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

10 k. “Released Parties”: Defendant and all of Defendant’s current or former
11 parent companies, subsidiary or related companies, partnerships, joint ventures, representatives,
12 attorneys, agents, insurers, employee benefit programs (and the trustees, administrators,
13 fiduciaries, and insurers of such programs), and any other persons acting by or through any of
14 those persons or entities, or their successors.

15 4. The Gross Settlement Amount is \$1,125,000.00. Through its Final Approval
16 Order, the Court has authorized the following distributions from the Gross Settlement Amount:

17 a. The Court finds and determines the Settlement Payments to Participating
18 Class Members provided by the Settlement Agreement are fair and reasonable. The Court grants
19 final approval to and orders Payments be made in accordance with the Agreement.

20 b. The Court authorizes payment of administrative costs to CPT Group, Inc.
21 from the Gross Settlement Amount in the amount of \$10,639.23.

22 c. The Court authorizes payment of a Class Representative Service Payment
23 to Plaintiff Eva Yanez from the Gross Settlement Amount in the amount of \$5,000.00.

24 d. The court authorizes payment of attorneys’ fees from the Gross
25 Settlement Amount to Class Counsel in the amount of \$375,000.00 [Cohelan Khoury & Singer
26 50%; Law Offices of Sahag Majarian II 50%].

27 e. The Court authorizes payment of litigation expenses from the Gross
28 Settlement Amount to Class Counsel in the amount of \$20,303.00.

1 f. The Court finds and determines the PAGA Payment in the amount of
2 \$22,500.00 to be paid to the California Labor and Workforce Development Agency representing
3 the 75% share of the \$30,000.00 for civil penalties is fair, adequate and reasonable, and
4 7,500.00 representing 25% share of the \$30,000.00 civil penalties to be paid to PAGA
5 Aggrieved Employees are fair and reasonable and orders that these amounts be paid.

6 5. All funds represented by uncashed settlement checks are to be delivered to cy
7 pres recipient, Legal Aid at Work, a non-profit provider of legal services within two hundred
8 (200) calendar days after the checks are mailed.

9 6. Nothing shall preclude any action to enforce obligations under the Settlement
10 Agreement, Final Approval Order, or this Judgment, including Defendant's payment obligations
11 to Participating Class Members and PAGA Aggrieved Employees.

12 7. The Parties will bear their own costs and attorneys' fees except as provided by
13 this Court's Judgment awarding Class Counsels' attorneys' fees and litigation costs.

14 8. The Court enters final judgment in accordance with the terms of the Settlement
15 Agreement and the Final Approval Order.

16 9. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving notice
17 to the Class Members with the posting of the Final Approval Order and this Judgment on the
18 Administrator's Website case information page.

19 10. Pursuant to Labor Code section 2699(1)(3), Plaintiffs shall submit a copy of this
20 Judgment to the California Labor and Workforce Development Agency within 10 days after
21 entry of the Judgment.

22 11. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains
23 jurisdiction over the parties with respect to enforcement of this Judgment under California Code
24 of Civil Procedure Section 664.6

25
26 Date: _____

Honorable Theodore C. Zayner
Judge of the Superior Court