

FILED
San Diego Superior Court

APR 24 2026

Clerk of the Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

RAMONA FLORES and ISABELLA
WELCH, individually, and on behalf of other
members of the general public similarly situated,

Plaintiffs,

vs.

NORTH COUNTY HEALTH PROJECT
INCORPORATED, a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 37-2020-00031419-CU-OE-CTL

Assigned to the Hon. Blaine K. Bowman

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 24, 2026

Time: 8:30 a.m.

Place: Department C-74

Complaint Filed: February 27, 2020

Trial Date: None Set

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

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

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

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1 Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and arm's-length
2 negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and
3 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 which
10 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 to
16 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. Final approval shall be with respect to: All persons who were employed by Defendant as
26 non-exempt, hourly paid employees in the State of California at any time during the Class Period, February
27 27, 2016 through May 27, 2025, that did not execute an arbitration agreement with Defendant.

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1 11. Plaintiffs Ramona Flores and Isabella Welch are adequate and suitable representatives and
2 are hereby appointed the Class Representatives for the Settlement Class. The Court finds that Plaintiffs'
3 investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for
4 the Settlement Class, and that their interests are aligned with those of the Settlement Class.

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

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

12 14. The settlement of civil penalties under PAGA in the amount of \$200,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$150,000, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$50,000, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$500,000 in attorneys' fees and \$25,000 in costs and expenses
17 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a
18 contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement.

19 16. The Court approves settlement administration costs and expenses in the amount of \$8,500
20 to Phoenix Settlement Administrators.

21 17. All Class Members were given a full and fair opportunity to participate in the Approval
22 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
23 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
24 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order and
25 Judgment shall be forever binding on all Participating Class Members. These Participating Class Members
26 have released and forever discharged the Released Parties for any and all Released Class Claims during
27 the Class Period:

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1 All claims, rights, demands, liabilities, and causes of action that are alleged in the
2 operative Complaint, or which could have been alleged by reason of, or in
3 connection with, any matter or fact set forth or referred to in the operative
4 Complaint, including claims for violation of: (1) California Labor Code §§ 510
5 and 1198 (unpaid overtime); (2) California Labor Code §§ 1182.12, 1194, 1197,
6 1197.1, and 1198 (unpaid minimum wages); (3) California Labor Code §§ 226.7,
7 512(a), 516, and 1198 (failure to provide meal periods); (4) California Labor Code
8 §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5)
9 California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage
10 statements and failure to maintain payroll records); (6) California Labor Code §§
11 201 and 202 (wages not timely paid upon termination); (7) California Labor Code
12 § 204 (failure to timely pay wages during employment); (8) California Business &
13 Professions Code §§ 17200, *et seq.* (unlawful business practices); and (9)
14 California Business & Professions Code §§ 17200, *et seq.* (unfair business
15 practices).

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

18 All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that
19 were brought or could reasonably have been brought based on the same facts
20 alleged in Plaintiffs' LWDA letters and/or the operative Complaint during the
21 PAGA Period.

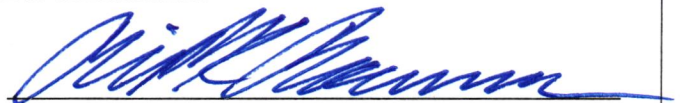
22 19. Judgment in this matter is entered in accordance with the above findings.

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 § 664.6,
25 including all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms
26 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).

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 4-24-26



HON. BLAINE K. BOWMAN
San Diego County Superior Court Judge

APR 24 2026