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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN DIEGO**

15 CECILLE SARMIENTO, an individual, on
16 behalf of herself and on behalf of all persons
17 similarly situated,

18 Plaintiffs,

19 v.

20 CADUCEUS HEALTHCARE INC., a
21 Corporation; and DOES 1 through 50,
22 Inclusive;

23 Defendants.

Case No. 37-2021-00014044-CU-OE-CTL

[PROPOSED] JUDGMENT

Date: March 10, 2023
Time: 10:30 AM

Judge: Richard S. Whitney
Dept.: C-68

1 Plaintiff's motion for an order finally approving the Stipulation of Class and PAGA Action
2 Settlement and Release of Claims ("Agreement") and Motion for Class Counsel Award and Class
3 Representative Service Award duly came on for hearing on March 10, 2023, before the above-
4 entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as all non-exempt employees who are or previously were
10 employed by Defendant in California during the Class Period. The Class Period is defined as the
11 period from January 20, 2017, to September 30, 2021.

12 2. All persons who meet the foregoing definition are members of the Settlement
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
14 Class. There are 120 Class Members who worked for Defendant during the Class Period. After
15 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

16 3. Except as set forth in the Agreement, the Order Granting Motion for Final
17 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
18 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
19 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
20 Motion for Final Approval of Class Action and PAGA Settlement, and in this Final Judgment.

21 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of
24 settlement benefits.

25 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
26 Member who has not validly opted out, has released the "Released Class Claims" against the
27 Defendant and all of the "Released Parties" as set forth in the Agreement.

28 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

1 (a) The Released Class Claims are defined as all class claims, actions,
2 demands, causes of action, suits, debts, obligations, damages, penalties, rights or liabilities, of any
3 nature and description whatsoever, that are asserted in the Action or based on the facts and
4 theories pleaded in the operative complaint on file at the time of final approval, including but not
5 limited to, Labor Code sections 201, 202, 203, 204(a), 210, 218.5, 226, 226.3, 226.7, 510, 512,
6 1194, 1197, 1197.1 and 2802, the applicable IWC Wage Orders and all equivalent claims and
7 causes of action arising under the Fair Labor Standards Act (“FLSA”) at 29 U.S.C. § 201 *et seq.*,
8 which occurred during the Class Period, and expressly excluding all other claims, including claims
9 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
10 workers’ compensation, and class claims outside of the Class Period.

11 (b) The “Released Parties” includes Defendant, including its predecessors, if
12 any, as well as each of its respective predecessors, successors, and all former, current, and future
13 related organizations, companies, divisions, subsidiaries, affiliates, its government contracting
14 agencies, contractors, subcontractors, hirers, joint employers and their employees and
15 representatives, the government agencies contracted with Defendant related to the Class Members
16 and their employees and representatives, insurers, and parents, and collectively, their respective
17 former, current and future directors, officers, employees, agents, representatives, attorneys,
18 fiduciaries, assigns, heirs, executors, administrators, beneficiaries, insurers and trustees.

19 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
20 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
21 “Aggrieved Employee” has released the Released Parties from the “Released PAGA Claims” for
22 the “PAGA Period” as set forth in the Agreement.

23 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth
24 below:

25 (a) The Aggrieved Employees are defined as all non-exempt employees who
26 are or previously were employed by Defendant in California during the PAGA Period.

27 (b) The Released PAGA Claims are defined as all claims for penalties under
28 PAGA, arising during the PAGA Period, which were alleged in the operative complaint at the time

1 of final approval by Plaintiff in the Action and Plaintiff's June 18, 2020 notice letter to the LWDA
2 including, Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2),
3 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
4 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to
5 Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and
6 is therefore actionable under California Labor Code section 2699.3 and any resulting claim for
7 attorneys' fees and costs under PAGA, which occurred during the PAGA Periods. The PAGA
8 Period means the period of June 18, 2019, until September 30, 2021.

9 9. This Court hereby grants final approval and awards the following: (i) \$113,622.27
10 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or One
11 Hundred Five Thousand Dollars and Zero Cents (\$105,000.00) and costs and expenses in the
12 amount of Eight Thousand, Six Hundred Twenty-Two Dollars and Twenty-Seven Cents
13 (\$8,622.27); (ii) the Class Representative Service Award to Class Representative, Cecille
14 Sarmiento, of Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00); (iii) Settlement
15 Administration Costs of Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) to
16 ILYM Group, Inc.; and (iv) Eleven Thousand, Two Hundred Fifty Dollars and Zero Cents
17 (\$11,250.00) (75% of the PAGA Settlement) to the Labor and Workforce Development Agency
18 ("LWDA Payment").

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1 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
2 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
3 California Labor Code section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

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8 DATED: _____

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11 Hon. Richard S. Whitney
12 Judge, Superior Court for the State of California,
13 County of San Diego
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