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Attorneys for Plaintiff, BERNADETTE MADRONO,
on behalf of herself and all others similarly situated
and aggrieved

FILED

Superior Court of California
County of Los Angeles

12/19/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

BERNADETTE MADRONO, on behalf of
herself and all other similarly situated and
aggrieved,

Plaintiff,

v.

VITALE NURSING, INC., a California
corporation; JULIE MARIE WOZNIAK, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 21STCV09845

[Assigned for all purposes to the Hon. Lawrence
P. Riff, in Dept. 7]

~~[PROPOSED]~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

1 This matter having come before the Court on November 9, 2023 for a final fairness hearing
2 pursuant to the Order of this Court granting preliminary approval (“Preliminary Approval Order”)
3 of the class and representative action settlement upon the terms set forth in the Joint Stipulation of
4 Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) submitted in
5 support of the Motion for Preliminary Approval of Class and Representative Action Settlement and
6 Provisional Class Certification for Settlement Purposes Only; and due and adequate notice having
7 been given to the Class Members as required in the Preliminary Approval Order; and the Court
8 having considered all papers filed and proceedings had herein and otherwise being fully informed
9 and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED**
10 **THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement;
12 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference into
14 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
17 to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the following settlement class: all
19 current and former non-exempt, hourly-paid employees who worked for defendants Vitale Nursing,
20 Inc., and Julie Marie Wozniak (collectively “Defendants”) at any time during period between March
21 12, 2017 through May 1, 2023 (“Class Period”) in California (“Class Members”).

22 5. “Plaintiff” refers to plaintiff Bernadette Madrono.

23 6. The parties released shall include: Defendants and each of their former and present
24 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
25 assigns, subsidiaries, and affiliates. (“Released Parties”).

26 7. Effective on the date when Defendants fully fund the entire Gross Settlement Amount
27 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
28 Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as

1 follows:

- 2 a. For the duration of the Class Period, all Participating Class Members, on behalf of
3 themselves and their respective former and present representatives, agents, attorneys,
4 heirs, administrators, successors, and assigns, release Released Parties from (i) all
5 claims that were alleged, or reasonably could have been alleged, based on the Class
6 Period facts stated in the Operative Complaint including: (1) all claims for failure to
7 pay overtime wages (Labor Code sections 510, 1194 and 1199, and applicable Wage
8 Orders); (2) all claims for failure to pay minimum wages (Labor Code sections 1197
9 and 1199, and applicable Wage Orders); (3) all claims for failure to provide compliant
10 meal periods, or compensation in lieu thereof (Labor Code sections 226.7, and 512,
11 and applicable Wage Orders); (4) all claims for failure to provide compliant rest
12 periods, or compensation in lieu thereof (Labor Code section 226.7, and applicable
13 Wage Orders); (5) all claims for the failure to pay waiting time penalties; (6) wages
14 due upon termination or resignation (Labor Code sections 201, 202, and 203, and
15 applicable Wage Orders); (7) all claims for non-compliant wage statement violations
16 (Labor Code section 226, and applicable Wage Orders); (8) all claims for failure to
17 indemnify or reimburse employees for business expenses or losses; and (9) all claims
18 asserted through California Business & Professions Code section 17200, *et seq.*
19 arising out of the Labor Code violations referenced in the Operative Complaint.
- 20 b. Plaintiff, all Aggrieved Employees, and the State of California are deemed to release,
21 on behalf of themselves and their respective former and present representatives,
22 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
23 from all claims for PAGA penalties that occurred during the PAGA Period, pursuant
24 to Labor Code section 2698 *et seq.*, were alleged, or reasonably could have been
25 alleged, based on the PAGA Period facts stated in the Operative Complaint and the
26 PAGA Notice, including but not limited to, claims for PAGA penalties pursuant to
27 Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with
28 alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226,

226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1174.5, 1194,
1197, 1197.5, 1198.5, 2699, 2802, and 2810.5

8. Distribution of the Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”) directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth herein have been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. This Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

9. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members objected to the Settlement.

10. The Court further finds that the Settlement is fair, reasonable, and adequate, and that Plaintiff has satisfied the standards and applicable requirements for final approval of class action settlement under California law, including the provisions of Code of Civil Procedure section 382 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

11. This Court hereby approves the settlement set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the settlement according to its terms. The Court finds that the settlement has been reached as a result of intensive, serious and non-collusive arm’s-length negotiations. The Court further finds that the Parties have conducted extensive and costly investigation and research, and counsel for the parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of this Action. The Court has noted the significant benefits to the Class Members under the Settlement. The Court also finds that the class is properly certified as a class for settlement purposes only.

12. The Court approves Plaintiff as class representative.

1 13. The Court approves David D. Bibiyan of Bibiyan Law Group, P.C., as Class Counsel.

2 14. The Court approves ILYM Group, Inc. ("ILYM"), as the Settlement Administrator.

3 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of
4 \$367,500.00, which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted
5 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$15,610.92
6 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
7 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
8 Agreement.

9 16. The Court hereby approves an enhancement award of \$7,500.00 to Plaintiff in
10 consideration of her time, effort and risk incurred on behalf of the Settlement Class, and for
11 providing a general release and releasing unknown claims pursuant to Civil Code section 1542. The
12 enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
13 Settlement Amount as set forth in the Settlement Agreement.

14 17. The Court hereby approves the Settlement Administrator's cost in the amount of
15 \$8,990.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of administration
16 of the settlement from the Gross Settlement Amount.

17 18. The Court hereby approves the PAGA penalties amount of \$50,000.00, of which
18 \$37,500.00 shall be paid to the LWDA and the remaining \$12,500.00 to be distributed to the
19 "Aggrieved Employees," defined as Class Members working for Defendants during the period
20 between July 27, 2019 through the Class Period end date as non-exempt, hourly-paid employees
21 ("PAGA Period").

22 19. Except as expressly provided herein, the Parties each shall bear all their own fees and
23 costs in connection with this matter.

24 20. Any checks from this distribution that are not cashed by Participating Class Members
25 within one-hundred-eighty (180) calendar days from the date of their issuance shall be canceled and
26 funds associated with such checks shall transmitted to the California Controller's Unclaimed
27 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
28 requirements of California Code of Civil Procedure Section 384, subd. (b).

1 21. The Court finds that the class settlement on the terms set forth in the Settlement
2 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
3 the released claims against Defendant.

4 22. A Non-Appearance Case Reivew Re: Final Administration of the Class Action
5 Settlement is hereby scheduled for August 23, 2024, ~~2023~~, 9:00 a.m., in Department 7 of
6 the above entitled Court. At least five (5) calendar days prior to said OSC hearing, the Parties shall
7 file a declaration confirming that the claims have been paid and that administration of all the terms
8 and conditions of the class action settlement have been completed. Should the Court find that said
9 declaration has sufficiently evidenced full and complete administration of the class action
10 settlement, said OSC hearing will go off-calendar.

11 23. Without affecting the finality of the Judgment in any way, this Court hereby retains
12 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
13 and all orders and judgments entered in connection therewith.

14
15 **IT IS SO ORDERED.**

16
17 Dated: 12/19/2023, ~~2023~~



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge
Judge of the Superior Court