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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF EL DORADO

15 YEN THI PHAN, an individual, on behalf of
16 herself and all others similarly situated;
TRACIE RACICOT, an individual, on behalf of
17 herself and all others similarly situated;
ROCHELL HERRERA, an individual, on behalf
18 of herself and all others similarly situated,

19 Plaintiffs,

20 vs.

21 MARSHALL MEDICAL CENTER, a
California corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

Case No. PC 20190029

CLASS ACTION

[Assigned for all purposes to the
Hon. Dylan Sullivan, Dept. 9]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT; AND
JUDGMENT**

Date: August 12, 2022
Time: 8:30 a.m.
Dept.: 9

Action Filed: January 16, 2019
Trial Date: None Set

EL DORADO CO. SUPERIOR CT.

FILED AUG 12 2022

BY

Deputy

BY FAX

1 The Motion for Final Approval of Class Action and PAGA Settlement ("Motion") filed by
2 Plaintiffs Yen Thi Phan, Tracie Racicot, and Rochell Herrera ("Plaintiffs") came before this Court
3 on August 12, 2022 at 8:30 a.m. Having reviewed Plaintiffs' Motion, the Declarations of Matthew
4 J. Matern, Eric Grover, Madely Nava, Yen Thi Phan, Tracie Ricicot and Rochell Herrera, and
5 exhibits thereto, including the Stipulation for Class and PAGA Action Settlement and Amendment
6 to Stipulation for Class and PAGA Action Settlement (collectively, "Stipulation"), and good cause
7 appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

8 1. Plaintiffs' Motion is GRANTED.

9 2. Judgment shall be entered in the action pursuant to the terms of the Stipulation. in
10 the amount of \$5,000,000.00 plus Defendant Marshall Medical Center's ("Defendant") share of
11 payroll taxes which shall be paid separately from and in addition to this amount.

12 3. Solely for purposes of effectuating the Settlement, the Court has certified a Class
13 defined as:

14 All persons employed by Defendant Marshall Medical Center in the
15 State of California as a non-exempt employee at any time from
January 16, 2015 to September 4, 2021.

16 4. Upon entry of the Judgment, the Settlement Administrator shall disburse the
17 following amounts from the Maximum Settlement Amount of \$5,000,000.00:

18 a. Class Counsel's attorneys' fees of \$1,666,666.67, of which \$1,333,333.34
19 (80%) shall be paid to Matern Law Group, PC and \$333,333.33 (20%) shall be paid to Keller
20 Grover LLP;

21 b. Class Counsel's litigation costs of \$34,449.133, of which \$32,124.30 shall be
22 paid to Matern Law Group, PC and \$2,324.83 shall be paid to Keller Grover LLP;

23 c. The PAGA Payment of \$150,000.00, of which \$112,500.00 (75%) shall be
24 paid to the California Labor and Workforce Development Agency;

25 d. Class Representative Service Awards of \$22,500.00, of which \$7,500 shall be
26 paid to each Plaintiff;

27 e. Settlement Administration Costs of \$35,000.00 shall be paid to ILYM Group,
28 Inc. for administration expenses; and

1 f. The remaining amount will be distributed as set forth in the Settlement
2 Agreement.

3 7. Defendant's share of payroll taxes will be paid separately from the Maximum
4 Settlement Amount.

5 8. All Individual Settlement Payment checks shall be negotiable for 180 days from the
6 date of issuance.

7 9. Upon the Settlement Administrator's receipt of the total Maximum Settlement
8 Amount, Plaintiffs and all other Participating Class Members shall be deemed to have released
9 their respective Released Claims against the Released Parties.

10 **Release As To All Participating Class Members Except Plaintiffs**

11 10. All Participating Class Members (other than Plaintiffs) shall be deemed to have
12 released their respective Released Claims against the Released Parties. "Released Parties" means
13 Defendant and its respective present or former parent companies, subsidiaries and affiliates, and
14 officers, directors, employees, partners, shareholders, attorneys and agents, and any other
15 successors, assigns, or legal representatives. "Released Claims" means any and all claims,
16 demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded
17 based upon the factual allegations set forth in the Complaint filed in the Action and arising at any
18 time during the Class Period, including claims for (1) Failure to Provide Required Meal Periods;
19 (2) Failure to Provide Required Rest Periods; (3) Failure to Provide Overtime Wages; (4) Failure
20 to Pay Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting
21 Employees; (6) Failure to Furnish Accurate Itemized Wage Statements; (7) Failure to Maintain
22 Required Records; (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in
23 Discharge of Duties; and (9) Unfair and Unlawful Business Practices.

24 **Release As To Plaintiffs Only**

25 11. All Plaintiffs shall be deemed to have released their respective Released Claims
26 against the Released Parties. "Released Claims," with respect to Plaintiffs only, means any and all
27 claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever, claims
28 relating to or arising from Plaintiffs' employment with Defendant during the Class Period.

1 including but not limited to: any and all wage-and-hour claims arising under the laws of the State
2 of California, including, without limitation, statutory, constitutional, contractual, and/or common
3 law claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties,
4 liquidated damages, and/or punitive damages (including, without limitation, claims under any
5 applicable Industrial Welfare Commission Wage Order, the California Private Attorneys General
6 Act, or any other provision of the California Labor Code); Title VII of the Civil Rights Act of
7 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503 and 504 of the
8 Rehabilitation Act of 1973; the Family and Medical Leave Act; the Employee Retirement Income
9 Security Act; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); the
10 California Fair Employment and Housing Act; any state, civil, or statutory laws, including any and
11 all human rights laws and laws against discrimination; any other federal, state, or local statutes,
12 codes, or ordinances; any common law, contract law, or tort law cause of action.

13 12. Plaintiffs expressly waive the protections of California Civil Code section 1542,
14 which reads as follows:

15 A general release does not extend to claims that the creditor or
16 releasing party does not know or suspect to exist in his or her favor
17 at the time of executing the release and that, if known by him or
18 her, would have materially affected his or her settlement with the
19 debtor or released party.

20 13. Notwithstanding the provisions of section 1542, and for the purpose of
21 implementing a full and complete release and discharge of all of their Released Claims, Plaintiffs
22 expressly acknowledge that this Settlement is intended to include in its effect, without limitation,
23 all Released Claims which Plaintiffs do not know or suspect to exist in their favor at the time of
24 execution hereof, and that the Settlement contemplates the extinguishment of all such Released
25 Claims.

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1 **Release of PAGA Claims**

2 14. Upon the Settlement Administrator's receipt of the total Maximum Settlement
3 Amount, from Defendant, Plaintiffs and the State of California shall be deemed to have released
4 their respective Released PAGA Claims against the Released Parties.

5 15. The following eight (8) Class Members have submitted valid requests for exclusion
6 from the Settlement: Chrissie Boyak, Crystal Barton, Darlene Baller, Jennifer Quirk, Joanne
7 Galati, Robert F Evans, Shannon J. Warden, and Steven Boyak Sr. They are not bound by the
8 Released Claims or this Judgment.

9 16. The Settlement Administrator shall post notice of final judgment on its website
10 within ten (10) calendar days of entry of the Final Order and Judgment.

11 17. The Settlement Administrator shall file a report concerning the amount of money
12 distributed by _____. A non-appearance hearing on the Final Report is scheduled
13 for _____.

14 18. Pursuant to Cal. Rule of Court 3.769(h), the Court retains jurisdiction over the
15 parties, all matters arising out of, or related to the action, the Settlement, the Stipulation, its
16 administration and consummation and the determination of all controversies relating thereto, to
17 enforce the terms of this Judgment.

18 19. This Judgment is intended to be a final disposition of the action in its entirety, and
19 is intended to be immediately appealable.

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21 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

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24 DATED: 8/12/2022

25 
26 Judge of the Superior Court *ASSIGNED*
27 Charles Ervin
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