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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF MONTEREY**

13 CECILIA ZAMUDIO, on behalf of herself
14 and all similarly aggrieved employees,

15 Plaintiff,

16 v.

17 CYPRESS HEALTHCARE PARTNERS,
18 LLC; and DOES 1 through 50, inclusive,

19 Defendants.

20 Case No. 20CV003329
21 [Related Case No. 21CV000056]

22 **[PROPOSED] ORDER GRANTING**
23 **PLAINTIFFS' MOTION FOR**
24 **PRELIMINARY APPROVAL OF CLASS**
25 **ACTION SETTLEMENT**

26 Date: March 10, 2023
27 Time: 8:30 a.m.
28 Dept.: 15

18 ANGELICA MACIAS, on behalf of herself
19 and all similarly aggrieved employees,

20 Plaintiff,

21 v.

22 CYPRESS HEALTHCARE PARTNERS,
23 LLC; and DOES 1 through 50, inclusive,

24 Defendants.

25 Complaint Filed: December 11, 2020
26 FAC Filed: February 23, 2021
27 Trial Date: Not Set

ADDITIONAL COUNSEL

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Attorneys for Plaintiff,

CECILIA ZAMUDIO, on behalf of herself and all similarly aggrieved employees

1 Plaintiffs Angelica Macias and Cecilia Zamudio’s (together, “Plaintiffs”) application for an
2 Order Granting Preliminary Approval of Class Action Settlement was filed with the Court on
3 February 15, 2023, and a hearing was held before this Court on March 10, 2023. Plaintiffs and
4 Defendant Cypress Healthcare Partners, LLC (“Defendant”) appeared through their respective
5 attorneys of record.

6 The Court has considered the Joint Stipulation of Class Action Settlement (“Agreement” or
7 “Settlement Agreement”) entered into by the Parties and all other papers filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiffs and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate, and
11 reasonable to the Class.

12 2. The Class Representatives and Defendant (hereafter, “Settling Parties”), through
13 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
14 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole.

15 3. The Court hereby conditionally certifies the following Class for settlement purposes
16 only:

17 all current and former non-exempt employees of Defendant who
18 worked for Defendant in the State of California at any time from
19 December 11, 2016, through May 31, 2022.

20 Should for whatever reason the Settlement Agreement not become Final, the fact that the
21 parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall
22 have no bearing on, or be admissible in connection with, the Litigation or the issue of whether a
23 class should be certified in a non-settlement context.

24 4. The Court appoints and designates: (a) Plaintiffs Angelica Macias and Cecilia
25 Zamudio as Class Representatives and (b) B. James Fitzpatrick and Laura L. Franklin of Fitzpatrick
26 & Swanston, Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C., and Chaim Shaun
27 Setareh and David Keledjian of Setareh Law Group as Class Counsel for the Class. Class Counsel is
28 authorized to act on behalf of the Class with respect to all acts or consents required by, or which

1 may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to
2 finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance
3 through his or her own counsel at such Class Member's own expense. Any Class Member who does
4 not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

5 5. The Court hereby approves the terms and conditions provided for in the Settlement
6 Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the
7 range of reasonableness of a settlement, including the amount of the PAGA penalties, and appears
8 to be presumptively valid, subject only to any objections that may be raised at final approval. It
9 appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to
10 all potential Class Members when balanced against the probable outcome of further litigation
11 relating to liability and damages issues. It also appears that investigation, research, and court
12 proceedings have been conducted so that counsel for the Settling Parties are able to reasonably
13 evaluate their respective positions. It appears to the Court that settlement at this time will avoid
14 substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would be
15 presented by the further prosecution of the Litigation. It also appears that settlement has been
16 reached as a result of intensive, serious, and non-collusive arm's-length negotiations facilitated by
17 an experienced and neutral mediator.

18 6. A final approval hearing to decide whether the proposed Settlement Agreement, the
19 allocation of payments to Participating Class Members, attorneys' fees and costs to Class Counsel,
20 the payment to the Settlement Administrator, PAGA payments to the Labor Workforce &
21 Development Agency and Aggrieved Employees, and the Class Representative Enhancement
22 Payments should be finally approved as fair, reasonable, and adequate as to the members of the
23 Class is hereby set for _____ at _____ in this Court.

24 7. The Court hereby approves, as to form and content, the Notice of Proposed Class
25 Action Settlement ("Notice Packet") to be sent to Class Members, which is attached as **Exhibit A** to
26 the Settlement Agreement. The Court finds that distribution of the Notice Packet to Class Members
27 substantially in the manner and form set forth in the Settlement Agreement and this Order meets the
28 requirements of due process and shall constitute due and sufficient notice to all parties entitled

1 thereto.

2 8. The Court appoints and designates Phoenix Settlement Administrators as the
3 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
4 approved Notice Packet to Class Members using the procedures set forth in the Settlement
5 Agreement.

6 9. Any Class Member may choose to opt out of and be excluded from the settlement as
7 provided in the Settlement Agreement and Notice Packet and by following the instructions for
8 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
9 bound by class claims as set forth in the Settlement Agreement and will not have any right to object,
10 appeal, or comment thereon. Any Request for Exclusion must be in writing and signed by each such
11 Class Member opting out and must otherwise comply with the requirements delineated in the Notice
12 Packet. Class Members who have not requested exclusion by submitting a valid and timely request
13 by the deadline shall be bound by all determinations of the Court, the Settlement Agreement, and
14 Judgment.

15 10. Any Class Member may object to the Settlement Agreement or express his or her
16 views regarding the Settlement Agreement and may present evidence and file briefs or other papers
17 that may be proper and relevant to the issues to be heard and determined by the Court as provided in
18 the Notice Packet.

19 11. The Motion for Final Approval shall be filed by the Class Representatives no later
20 than sixteen (16) court days before the Settlement Fairness Hearing.

21 12. The Court reserves the right to adjourn or continue the date of the final approval
22 hearing and all dates provided for in the Settlement Agreement without further notice to the Class
23 and retains jurisdiction to consider all further applications arising out of or connected with the Class
24 Settlement Agreement.

25 IT IS SO ORDERED.

26 DATED: _____

HON. THOMAS W. WILLS
SUPERIOR COURT OF CALIFORNIA