

PLAINTIFF/PETITIONER: Chumani Brown, et al.
 DEFENDANT/RESPONDENT: Med One Group, et al.

CASE NUMBER:
 RG21095229 / Department 22

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:
PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 20, 2025

Jennifer Aceves

(TYPE OR PRINT NAME OF DECLARANT)



Jennifer Aceves

(SIGNATURE OF DECLARANT)

EXHIBIT A

Joanna Ghosh (SBN 272479)
Tara Zabehi (SBN 314706)
Connie Lee (SBN 357364)
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CHUMANI BROWN, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act; OSCAR
MORALES, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

MED ONE GROUP, an unknown business
entity; MED ONE CAPITAL, INC., an
unknown business entity; MED ONE
CAPITAL FUNDING, LLC, an unknown
business; and DOES 1 through 100, inclusive,

Defendants.

Case No.: RG21095229

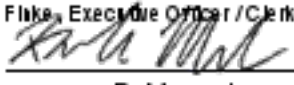
Honorable Han Tran
Department 22

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Reservation: 156888415351
Date: July 22, 2025
Time: 3:00 p.m.
Department: 22

Complaint Filed: April 6, 2021
FAC Filed: January 23, 2023
SAC Filed: July 15, 2024
Trial Date: None Set

FILED
Superior Court of California
County of Alameda
08/14/2025
Clad File, Executive Officer / Clerk of the Court
By:  Deputy
B. Mercado

1 This matter has come before the Honorable Han Tran in Department 22 of the above-
2 entitled Court, located at 1221 Oak Street, Oakland, California 94612, on Plaintiffs Chumani
3 Brown and Oscar Morales (collectively, “Plaintiffs”) Motion for Final Approval of Class Action
4 Settlement, Class Counsel Fees and Costs, and Incentive Payments (“Motion for Final Approval”).
5 Lawyers *for* Justice, PC appeared on behalf of Plaintiffs, and O’Hagan Meyer LLP appeared on
6 behalf of Defendants Med One Group, Med One Capital Funding, LLC, and Med One Capital,
7 Inc. (“Defendants” or “Med One”).

8 On January 27, 2025, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
10 of the above-entitled action (“Action”) in accordance with the First Amended Joint Stipulation of
11 Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement
12 Agreement”), which, together with the exhibits annexed thereto, set forth the terms and conditions
13 for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 (1) All individuals who are current or former hourly-paid, non-exempt
27 employees of Med One who worked in California at any time from April 1,
28 2020 to May 8, 2022 (“Hourly Class Members”); and (2) all individuals who
are current or former salaried customer relation specialists employees of Med
One who were classified as “exempt” and worked in California at any time from

1 April 6, 2017 to May 8, 2022 (“Salaried Class Members”) (together, “Class
2 Members”).

3 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
4 Class Members, fully and accurately informed the Class Members of all material elements of the
5 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
6 exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was
7 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
8 State of California, the United States Constitution, due process and other applicable law. The Class
9 Notice fairly and adequately described the Settlement and provided the Class Members with
10 adequate instructions and a variety of means to obtain additional information.

11 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
12 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
13 specifically, the Court finds that the Settlement was reached following meaningful discovery and
14 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
15 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
16 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
17 Court has considered all of the evidence presented, including evidence regarding the strength of
18 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
19 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
20 completed; and the experience and views of Class Counsel. The Court has further considered the
21 absence of objections to and the fact that there were only two (2) requests for exclusion from the
22 Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the
23 Settlement be affected in accordance with the Settlement Agreement and the following terms and
24 conditions.

25 6. A full opportunity has been afforded to the Class Members to participate in the
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
27 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
28 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
timely and validly opt out of the Class Settlement (“Participating Class Member”) are bound by

1 the Class Settlement and this final approval order and judgment (“Final Approval Order and
2 Judgment”) and the state of California and (1) all individuals who are current or former hourly-
3 paid, non-exempt employees of Med One employed in California at any time from April 1, 2020
4 to May 8, 2022 (“Hourly PAGA Member(s)”; and (2) all individuals who are current or former
5 salaried customer relations specialist employees of Med One who were classified as “exempt”
6 employed in California from January 28, 2020 to May 8, 2022 (“Salaried PAGA Member(s)”) (“PAGA Members”) are bound by the PAGA Settlement and this Final Approval Order and
7 Judgment.
8

9 7. The Court finds that payment of Settlement Administration Costs in the amount of
10 \$5,923.00 is appropriate for the services performed and costs incurred and to be incurred for the
11 notice and settlement administration process. It is hereby ordered that the Settlement
12 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$5,923.00, in
13 accordance with the terms and methodology set forth in the Settlement Agreement.

14 8. The Court finds that the Incentive Payments sought are fair and reasonable for the
15 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
16 Administrator issue payment in the amount of \$7,500.00 each to Plaintiffs Chumani Brown and
17 Oscar Morales for their Incentive Payments, according to the terms and methodology set forth in
18 the Settlement Agreement.

19 9. The Court finds that the allocation of \$100,000.00 toward penalties under the
20 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
21 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
22 Payment as follows: the amount of \$75,000.00 to the California Labor and Workforce
23 Development Agency, and the amount of \$25,000.00 to be distributed on a *pro rata* basis to PAGA
24 Members based on their Workweeks during the PAGA Period, according to the terms and
25 methodology set forth in the Settlement Agreement.

26 10. The Court finds that the request for attorneys’ fees in the amount of \$186,645.28 to
27 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
28 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and

1 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
2 amount of \$186,645.28 to Class Counsel for attorneys' fees, in accordance with the terms and
3 methodology set forth in the Settlement Agreement.

4 11. The Court finds that reimbursement of litigation costs and expenses in the amount
5 of \$11,516.90 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
6 Settlement Administrator issue payment in the amount of \$11,516.90 to Class Counsel for
7 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
8 forth in the Settlement Agreement.

9 12. The Court hereby enters Judgment by which Participating Class Members shall be
10 conclusively determined to have given a release of any and all Released Class Claims against the
11 Released Parties, as set forth in the Settlement Agreement and Class Notice.

12 13. The Court hereby enters Judgment by which PAGA Members and the State of
13 California shall be conclusively determined to have given a release of any and all Released PAGA
14 Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

15 14. It is hereby ordered that within twenty-one (21) calendar days of the Effective Date,
16 Defendants shall deposit the Escalated Gross Settlement Amount into a Qualified Settlement Fund
17 ("QSF") to be established by the Settlement Administrator, in accordance with the terms and
18 methodology set forth in the Settlement Agreement.

19 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
20 Settlement Payments to the Participating Class Members and Individual PAGA Payments to
21 PAGA Members within fourteen (14) calendar days of funding of the Settlement, according to the
22 methodology and terms set forth in the Settlement Agreement.

23 16. Each check issued to a Settlement Class Member for his or her Individual
24 Settlement Payment and to a PAGA Member for his or her Individual PAGA Payment shall be
25 valid for a period of one hundred and eighty (180) calendar days from the date the checks are
26 issued, and thereafter, shall be cancelled. The funds associated with canceled checks will be
27 transmitted to the *cy pres*, Legal Aid at Work, in accordance with California Code of Civil
28 Procedure section 384.

1 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
2 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
3 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
4 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
5 any dispute arising from or in connection with the distribution of settlement benefits.

6 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
7 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
8 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
9 Order and Judgment. Individualized notice is not required.

10 19. Pursuant to California Code of Civil Procedure section 384, no later than five (5)
11 calendar days before the Final Compliance Hearing, the Parties shall submit a report to the Court
12 specifying, among other things, the total amount paid to Participating Class Members and PAGA
13 Members, the leftover residual of settlement funds that will be paid to the entities identified as
14 recipients of such funds in the Settlement Agreement, and the amount of the portion of attorneys'
15 fees that were held back, along with a proposed amended judgment containing language addressing
16 the tentative transmission of the leftover residual funds to the entities identified as recipients of
17 such funds in the Settlement Agreement and also the release of the portion of the attorneys' fees
18 that were held back. No later than five (5) calendar days after receipt of notice of the entry of the
19 amended judgment, Class Counsel shall submit the amended judgment to the Judicial Council,
20 pursuant to California Code of Civil Procedure section 384.5.

21 20. A Final Compliance Hearing is set for June 2, 2026 at
22 3:00 ~~a.m.~~ / p.m. in Department 22.

23
24 Dated: 08/14/2025


HONORABLE HAN TRAN
JUDGE OF THE SUPERIOR COURT
Han N. Tran / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 08/15/2025
PLAINTIFF/PETITIONER: Chumani Brown et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Med One Group et al	B. Mercado
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21095229

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Arby Aiwarzian
LAWYERS for JUSTICE, PC
arby@calljustice.com

Katherine C. Den Bleyker
O'Hagan Meyer LLP
kdenbleyker@ohaganmeyer.com

Dated: 08/15/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



B. Mercado, Deputy Clerk

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Chumani Brown et al
Plaintiff/Petitioner(s)
VS.
Med One Group et al
Defendant/Respondent
(s)

No. RG21095229

Date: 08/08/2025

Time: 5:36 PM

Dept: 22

Judge: Han N. Tran

ORDER re: Ruling on Submitted

Matter filed by Chumani

Brown (Plaintiff); Oscar

Morales (Plaintiff) on

06/27/2025

The Court, having taken the matter under submission on 07/22/2025, now rules as follows:

Plaintiffs Chumani Brown and Oscar Morales (“Plaintiffs”) filed their Second Amended Complaint (“SAC”) on July 15, 2024 as a Private Attorneys General Act (“PAGA”) enforcement class action. In the SAC, Plaintiffs alleged that Defendant Med One Group, Defendant Med One Capital, Inc., and Defendant Med One Capital Funding, LLC (together, “Defendants”) engaged in Labor Code violations such as failure to pay minimum and overtime wages, provide legally compliant rest breaks, among other things. The parties reached a mutually agreeable resolution following mediation before Jeffrey Krivis, Esq. on February 9, 2022. The parties now seek final approval of the settlement.

LEGAL STANDARD

Because the Labor & Workforce Development Agency (“LWDA”) is not present at the negotiating table, the court’s review of a PAGA settlement must make sure that the interests of the LWDA in civil enforcement are defended and that the settlement is fair, adequate, and reasonable under all the circumstances. (See *O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133; see also Gov. Code, § 12652, subd. (e)(2)(B) [requiring False Claims Act qui tam settlements be “fair, adequate, and reasonable under all the circumstances”].)

Class action settlements must also be found to be “fair, adequate, and reasonable.” (See, e.g., *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244.) In approving class action settlements, the court considers (1) the relative strength of the plaintiffs’ case; (2) the risk, expense, complexity, and likely duration of further litigation of this dispute; (3) the risk of maintaining class status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage of the proceedings; (6) the experience and views of counsel that

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

settlement is reasonable; and (7) the presence or lack of any objections to the proposed settlement. (See *id.* at pp. 244-245; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

The Court has a “fiduciary responsibility as [guardian] of the rights of the absentee class members when deciding whether to approve a settlement agreement.” (*Duran v. Obesity Research Institute, LLC* (2016) 1 Cal.App.5th 635, 646.) Although “there is a strong public policy favoring the settlement of litigation, this policy does not excuse a contractual clause that is otherwise illegal or unjust.” (*Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) The Court must ensure the settlement is not “contrary to law or to public policy.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 61.)

Further, the Court is obligated to ensure that the “agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1389.) The Court “must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.)

DISCUSSION

The parties’ Settlement Agreement generally satisfies these requirements.

Proposed Settlement Agreement

Pursuant to the Settlement, Defendant has agreed to pay the Escalated Gross Settlement Amount (“GSA”) of \$533,272.23 to be distributed as follows:

- 1) Attorney’s Fees of \$186,645.28
- 2) Litigation Costs of \$11,516.90
- 3) Incentive Payment for each Plaintiff of \$7,500
- 4) \$75,000 to Labor Workforce Development Agency (“LWDA”)
- 5) \$25,000.00 to PAGA-eligible aggrieved employees
- 6) Settlement Administrator Fees of \$5,923.00
- 7) \$214,187.05 to class members

Scope of Release

The court is satisfied that no additional claims are being released other than those made by Plaintiffs in this action.

Uncashed Settlement Checks

The proposed Settlement Agreement indicates all settlement checks that remain uncashed for more than 180 days after issuance will be tendered to Legal Aid at Work.

Attorney Fees & Costs

This Court’s benchmark for fees is 30% of the total fund. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 495.)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

As 30% of the GSA of \$533,272.23 is \$159,981.67, the proposed counsel fees payment of \$186,645.28, or 35% of the GSA, appears reasonable. The requested costs also appear reasonable.

Plaintiffs' Enhanced Payment

The court is satisfied by Plaintiffs' declarations that their participation in bringing this action and obtaining this settlement was instrumental.

Claims Administrator & Fee

Simpluris, Inc. is approved as the Settlement Administrator for this class action PAGA settlement. Settlement Administrator fees of up to \$5923.00 appear to be reasonable.

Moreover, the Agreement makes clear that Plaintiffs, as proxies of the LWDA, are releasing the LWDA's claims as described in the PAGA Notice letter. The Agreement also provides that class members who opt out are not bound by its terms. No objections by any class members were submitted to the settlement administrator. No objections were expressed at the 7/22/25 hearing on the motion for final approval.

For the foregoing reasons, Plaintiffs' unopposed motion for final approval of this class action PAGA settlement is GRANTED.

Dated : 08/08/2025

A handwritten signature in black ink, appearing to read "Han N. Tran".

Han N. Tran / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 08/12/2025
PLAINTIFF/PETITIONER: Chumani Brown et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Med One Group et al	B. Mercado
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21095229

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order re: Ruling on Submitted Matter filed by Chumani Brown (Plaintiff)... entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Arby Aiwarzian
LAWYERS for JUSTICE, PC
arby@calljustice.com

Katherine C. Den Bleyker
O'Hagan Meyer LLP
kdenbleyker@ohaganmeyer.com

Dated: 08/12/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



B. Mercado, Deputy Clerk

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On August 20, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Katherine C. Den Bleyker (kdenbleyker@ohaganmeyer.com)
Anne Osborn (aosborn@ohaganmeyer.com)

O'HAGAN MEYER, LLP
550 South Hope Street, Suite 2400
Los Angeles, California 90071

Attorneys for Defendants

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 20, 2025, at Glendale, California.



Jennifer Aceves