

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

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 _____ at
22 _____ a.m. / p.m. in Department 22.

23
24
25 Dated: _____

HONORABLE HAN TRAN
JUDGE OF THE SUPERIOR COURT