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6 Attorneys for Plaintiff

ANGELICA MACIAS, on behalf of herself and all similarly aggrieved employees
7

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 09/29/2023
By Deputy: Conder, Perla

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF MONTEREY**

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

11
12 Plaintiff,

13 v.

14 CYPRESS HEALTHCARE PARTNERS,
15 LLC; and DOES 1 through 50, inclusive,

16 Defendants.
17

Case No. 20CV003329

[Related Case No. 21CV000056]

~~PROPOSED~~ **ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
JUDGMENT THEREON**

Date: September 29, 2023

Time: 8:30 a.m.

Dept.: 15

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

19
20 Plaintiff,

21 v.

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

24 Defendants.
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Complaint Filed:

December 11, 2020

FAC Filed:

February 23, 2021

Trial Date:

Not Set

1 Plaintiffs Angelica Macias and Cecilia Zamudio (together, “Plaintiffs”) and Defendant
2 Cypress Healthcare Partners, LLC (“Defendant”) (collectively with Plaintiffs, the “Settling Parties”)
3 have entered into the Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement
4 Agreement”) to settle the above-captioned class action subject to the Court’s approval (the
5 “Settlement”).

6 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class Action
7 Settlement. The Court has read, heard, and considered all the pleadings and documents submitted,
8 and the presentations made in connection with the Motion which came on for hearing on September
9 29, 2023.

10 **I. BACKGROUND**

11 On December 11, 2020, Plaintiff Cecilia Zamudio (“Zamudio”) filed a complaint against
12 Defendant in the Superior Court of California, County of Monterey. Zamudio subsequently
13 amended her complaint on February 23, 2021, alleging claims for: (1) failure to provide meal
14 periods; (2) failure to provide accurate wage statements; (3) failure to timely pay wages; (4) unfair
15 competition; and (5) penalties pursuant to the Private Attorneys General Act (“PAGA”).

16 On January 7, 2021, Plaintiff Angelica Macias (“Macias”) filed a complaint against
17 Defendant in the Superior Court of California, County of Monterey, alleging claims for: (1) failure
18 to provide meal periods or pay premiums at the correct rate; (2) failure to provide rest periods or
19 pay premiums at the correct rate; (3) failure to pay hourly and overtime wages; (4) failure to provide
20 accurate wage statements; (5) failure to pay all wages upon termination; (6) failure to timely pay
21 wages; (7) failure to reimburse work-related expenses; (8) penalties pursuant to PAGA; and (9)
22 unfair business practices.

23 **A. Class Members**

24 The “Class” is defined as “all current and former non-exempt employees of Defendant who
25 worked for Defendant in the State of California at any time from December 11, 2016, through May
26 31, 2022.”

27 **B. Operation of the Settlement**

28 Pursuant to the Preliminary Approval Order, this Court conditionally certified the Class and

1 granted preliminary approval of the Settlement. The Preliminary Approval Order also approved of
2 the proposed form of class notice and notice plan. The Court entered the Preliminary Approval
3 Order after review and consideration of the pleadings filed in connection herewith, and the oral
4 presentations made by counsel at the hearing.

5 In compliance with the Preliminary Approval Order, the Notice of Proposed Class Action
6 Settlement (“Notice Packet”) was sent to all Class Members via first class mail. The notice
7 dissemination process was timely completed.

8 This Court finds that the Settlement appears to be the product of serious, informed, non-
9 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
10 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
11 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the Settlement
12 is fair, reasonable, and adequate and that Plaintiffs have satisfied the standards for final approval of
13 a class action settlement under California law. Under the provisions of California Code of Civil
14 Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state
15 court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to
16 certify a class where:

17 [Q]uestions of law or fact common to the members of the class
18 predominate over any questions affecting only individual members,
19 and that a class action is superior to the available methods for the fair
and efficient adjudication of the controversy...Fed. R. Civ. Proc. 23.

20 Certification of a settlement class is the appropriate judicial device under these circumstances.

21 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
22 FOLLOWS:

- 23 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
24 Settlement Agreement filed in this case.
- 25 2. The Court has jurisdiction over the subject matter of the litigation, the Class
26 Representatives, the Participating Class Members, and Defendant.
- 27 3. The Court finds that the dissemination of the Notice Packet disseminated to the Class
28 Members, constituted the best notice practicable under the circumstances to all Persons within the

1 definition of the Class, and fully met the requirements of California law and due process under the
2 United States Constitution. No objections or disputes were received by the Parties or the Court
3 through the date of this Order. The Court finds that four (4) Class Members submitted a valid and
4 timely request for exclusion from the Settlement as determined by the Settlement Administrator.

5 4. The Court approves the settlement of the above-captioned action, as set forth in the
6 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling
7 Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

8 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to
9 bear their own costs and attorneys' fees.

10 6. The Court hereby certifies the following Class for settlement purposes only: all
11 current and former non-exempt employees of Defendant who worked for Defendant in the State of
12 California at any time from December 11, 2016, through May 31, 2022.

13 7. With respect to the Class and for purposes of approving the Settlement only and for
14 no other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable
15 and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact
16 common to the Class, and there is a well-defined community of interest among members of the
17 Class with respect to the subject matter of the claims in the Litigation; (c) the claims of the Class
18 Representatives are typical of the claims of the members of the Class; (d) the Class Representatives
19 have fairly and adequately protected the interests of the members of the Class; (e) a class action is
20 superior to other available methods for an efficient adjudication of this controversy; and (f) the
21 counsel of record for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel
22 for the Plaintiffs in their individual and representative capacities and for the Class.

23 8. Defendant shall fund \$1,600,000.00 of the total Gross Settlement Amount pursuant
24 to the terms of the Settlement Agreement.

25 9. The Court approves the Individual Settlement Payment amounts, which shall be
26 distributed pursuant to the terms of the Settlement Agreement.

27 10. The \$1,600,000.00 Gross Settlement Amount shall be used to pay (a) Class Counsel
28 attorneys' fees in the amount of \$533,333.33 and reimbursement of costs in the amount of

1 \$6,886.29; (b) an enhancement payment to Class Representatives Angelica Macias and Cecilia
2 Zamudio for prosecuting this action on behalf of the Class in the following amount: \$5,000.00 each;
3 (c) the sum of \$75,000.00 to be paid to the California Labor and Workforce Development Agency
4 (“LWDA”) pursuant to the PAGA; (d) the sum of \$25,000.00 to the Aggrieved Employees pursuant
5 to the PAGA; and (e) \$13,495.00 to the settlement administrator Phoenix Settlement Administrators
6 (the “Settlement Administrator”) for its fees and costs relating to the settlement administration
7 process. The Court finds that these amounts are fair and reasonable. The allocation and distribution
8 of these amounts from the \$1,600,000 Gross Settlement Amount shall be performed by the
9 Settlement Administrator pursuant to the terms of the Settlement Agreement. The Court also finds
10 that Plaintiffs’ counsel complied with the notice procedures to the LWDA as required by PAGA to
11 settle the PAGA claims.

12 11. Pursuant to counsel agreement, the \$533,333.33 class counsel award shall be
13 allocated as follows: fifty-five percent (55%) to counsel for Plaintiff Macias and forty-five percent
14 (45%) to counsel for Plaintiff Zamudio.

15 12. As of the date of this Order, all Participating Class Members are hereby deemed to
16 have waived and released all Released Class Claims and are forever barred and enjoined from
17 prosecuting the Released Class Claims against the Released Parties as fully set forth in the
18 Settlement. By means of this Order, all Aggrieved Employees are hereby deemed to have waived
19 and released all Released PAGA Claims and are forever barred and enjoined from prosecuting the
20 Released PAGA Claims against the Released Parties as fully set forth in the Settlement. The Class
21 Representatives shall be bound by the additional general releases provided in the Settlement
22 Agreement. The Settlement is not an admission of liability or wrongdoing by Defendant, nor is this
23 Order a finding of the validity of any claims in the action or of any fault, omission, or wrongdoing
24 by Defendant.

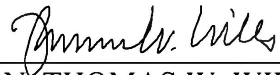
25 13. The Court hereby enters final judgment in this case in accordance with the terms of
26 the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the
27 Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over
28 the action and the Parties, including all Participating Class Members, for purposes of enforcing and

1 interpreting this Order and the Settlement.

2 14. Further hearing regarding proof of payment to the designated *cy pres* beneficiary is
3 set for June 14, 2024 at 8:30 a.m. in Department 15.

4 **IT IS SO ORDERED AND ADJUDGED.**

5
6 DATED: September 29, 2023



HON. THOMAS W. WILLS
SUPERIOR COURT OF CALIFORNIA

1 I am employed in the County of Monterey, State of California. I am over the age of 18
2 and not a party to the within action; my business address is FITZPATRICK & SWANSTON,
3 555 S. Main Street, Salinas, California 93901.

4 On the date written below, I served the foregoing document(s), described as
5 **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS
6 ACTION SETTLEMENT AND JUDGMENT THEREON**

7 on the interested parties in this action as indicated below and by the following means:

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24
25 xx _____ (BY ELECTRONIC SERVICE) Pursuant to CCP § 1010.6 and Cal.
26 Rules of Court, Rule 2.251, I caused the document(s) to be served
27 through the Odyssey eFileCA portal (www.california.tylerhost.net),
28 addressed to the person(s) at the e-mail address(es) listed above. I did
not receive within a reasonable time after e-service, any electronic
message or other indication that e-service was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct, and that this declaration was executed on September 29, 2023, at
Salinas, California.

/s/ Josie Favila
Josie Favila