

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
Molly A. DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Jacqueline Gonzaga

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JACQUELINE GONZAGA, individually, and
on behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

MOLINA HEALTHCARE, INC., a Delaware
corporation; MOLINA HEALTHCARE OF
CALIFORNIA, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

02/02/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No.: 21STCV03598

Assigned to the Hon. Lawrence P. Riff

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND A CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: February 2, 2023

Time: 10:00 a.m.

Place: Department 7

Complaint Filed: January 29, 2021

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1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
21 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendants or any of the other Released Parties.

25 10. With the exception of Jaime Rodriguez, Murillo, David Lee, and Chantel Anita
26 Tolmaire, who opted out of the Settlement Class, final approval shall be with respect to: All current and
27 former hourly non-exempt employees employed by Defendants in California at any time from January
28 29, 2017 to December 31, 2021 ("Participating Class Members").

1 11. Plaintiff Jacqueline Gonzaga is an adequate and suitable representative and is hereby
2 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment
3 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
4 Settlement Class, and that her interests are aligned with those of the Settlement Class.

5 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
6 \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all
7 claims arising out of her employment with Defendants.

8 13. The Court finds that the attorneys at Capstone Law APC have the requisite
9 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
10 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
11 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

12 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$750,000 in attorneys' fees and \$18,736.42 in costs and
17 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
18 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
19 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
20 fees via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are
21 fair and reasonable.

22 16. The Court approves settlement administration costs and expenses in the amount of
23 \$22,277 to Simpluris, Inc.

24 17. All Class Members were given a full and fair opportunity to participate in the Approval
25 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
26 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
27 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
28 shall be forever binding on all Participating Class Members. These Participating Class Members have

released and forever discharged the Released Parties for any and all Released Class Claims:

All claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the First Amended Complaint or the PAGA Notice, or that could reasonably have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the operative First Amended Complaint or the PAGA Notice during the Class Period, or any facts discovered in the course of the litigation, including (without limitation): (i) all claims for unpaid wages, including unpaid minimum wages, straight-time wages, and overtime wages; (ii) all claims for meal and rest break violations and for failure to pay meal and rest break premiums; (iii) all claims for failure to pay and correctly calculate the regular rate of pay; (iv) all claims for failure to timely pay wages upon termination; (v) all claims for failure to timely pay wages during employment; (vi) all claims for failure to reimburse for necessary business expenses; (vii) all claims for wage statement violations and failure to maintain accurate records; and (viii) all claims asserted under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512(a), 516, 558, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, and 2802, and the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through (viii), California Business & Professions Code § 17200, et seq., and California Code of Civil Procedure sections 382 and 1021.5. Expressly excluded from the Released Class Claims are (a) claims for wages in Workers' Compensation and Unemployment Insurance benefit cases and (b) claims for benefits under the Employee Retirement Income Security Act of 1974 (ERISA).

18. Additionally, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims: All claims asserted pursuant to California Labor Code § 2698, et seq., that arise out of or are related to the Released Class Claims during the PAGA Period.

19. Judgment in this matter is entered in accordance with the above findings.

20. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties, including all Participating Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.

21. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

22. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than November 15, 2023, as well as an amended judgment re cy pres distribution.

The court sets a non-appearance case review for 11/22/23 at 9 am re distribution of funds and submission of amended judgment.
23. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the

1 Settlement Administrator's website.

2
3 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

4 02/02/2023

5 Dated: _____



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

Hon. Lawrence P. Riff

Los Angeles County Superior Court Judge