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12 *Attorneys for Plaintiff,*
13 *Delmy Fuentes*

14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF SAN BERNARDINO

17 DELMY FUENTES, individually, and on behalf
18 of all others similarly situated,

19 *Plaintiff,*

20 vs.

21 COVID CLINIC, INC., a California corporation;
22 and DOES 1 through 10, inclusive,

23 *Defendant.*

Case No.: CIVSB2106806

[Honorable David Cohn, Department S-26]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF DELMY
FUENTES' MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

*[Filed with Plaintiff Delmy Fuentes' Notice
of Motion and Motion for Final Approval,
Declaration of Kane Moon, Declaration of
Delmy Fuentes, and Declaration of Madely
Nava]*

FINAL APPROVAL HEARING

Date: October 18, 2022

Time: 10:00 AM

Dept.: S-26

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[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF DELMY FUENTES' MOTION
FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

1 The Court issued an Order Granting Plaintiff Delmy Fuentes' Motion for Preliminary
2 Approval of Class and PAGA Action Settlement on June 15, 2022. Plaintiff Delmy Fuentes
3 ("Plaintiff") now seeks an Order and Judgment Granting Final Approval of the same Class and
4 PAGA Action Settlement ("Settlement"), attached to the Declaration of Kane Moon in Support
5 of Plaintiff Delmy Fuentes' Motion for Final Approval of Class and PAGA Action Settlement
6 as Exhibit 1.

7 The Court, having considered Plaintiff Delmy Fuentes' Notice of Motion and Motion
8 for Final Approval of Class and PAGA Action Settlement ("Motion"), the supporting
9 Declarations and Exhibits therein, the records and files in this Action, and the absence of any
10 written objections received regarding the Settlement; and good cause appearing, **HEREBY**
11 **ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

12 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as
13 set forth in the Settlement.

14 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, the
15 Settlement Class Members and Defendant Covid Clinic, Inc. ("Defendant").

16 The Settlement appears to have been made and entered into in good faith and is hereby
17 approved, subject to the limitations on the requested fees and payments as set forth below.

18 The Parties shall bear their own respective attorneys' fees and costs, except as
19 otherwise provided for in the Settlement and approved by the Court.

20 Solely for purposes of effectuating the Settlement, the following Class is hereby
21 certified: All current and former non-exempt employees of Defendant who worked in
22 California from March 16, 2017 through June 15, 2022.

23 No Class Members have objected to the terms of the Settlement.

24 The following nine Class Members have requested exclusion from the Settlement:
25 Ashley Michelle Baker, Brooke E. Robb, Denise Coronado, Destiny Marie Gerces, Emilie
26 Brianna Carvajal, Galya A Miess, Jessica J Vanriper, Sarai Marie Rendon, and Victoria Lee
27 Steele.

1 Plaintiff and all Settlement Class Members shall have, by operation of this Final Order
2 and Judgment, fully, finally and forever released, relinquished and discharged all Released
3 Parties from all Released Claims as stated in the Settlement and reproduced here:

4 **Identity of Released Parties:** The released parties are Defendant, and each of its/their
5 former and present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries,
6 brother and sister corporations, divisions, related companies, successors and
7 predecessors, and current and former employees, attorneys, officers, directors,
8 shareholders, owners, trustees, fiduciaries, beneficiaries, subrogees, executors,
9 partners, privies, agents, servants, insurers, representatives, administrators, employee
10 benefit plans, and assigns of said entities.

11 **Claims Released by Settlement Class Members:** Each and every Class Member, on
12 behalf of himself or herself and his or her heirs and assigns, unless he or she has
13 submitted a timely and valid Request for Exclusion (which will not effectuate an opt-
14 out from the release of Released PAGA Claims), hereby releases the Released Parties
15 from the following claims for the entire Class Period:

16 any and all claims stated in this Action, or that could have been stated based on
17 the facts alleged in this Action, including but not limited to all state wage and
18 hour claims (including all claims under the California Labor Code) for unpaid
19 wages, minimum wage, overtime, off-the-clock work, meal periods, rest
20 periods, unreimbursed business expenses, wage statement violations, interest,
21 penalties, and attorneys' fees, waiting time penalties, withholding from wages
22 and the related provisions of the Labor Code including but limited to Labor
23 Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5, 558,
24 1194, 1194.2, 1198, 2802, derivative claims under California Business &
25 Professions Code §§ 17200, *et seq.*, and all claims under the governing Wage
26 Order and FLSA.

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1 **Claims Released by the Class, Including PAGA Employees.** Each and every Class
2 Member, including all PAGA Employees, release the following Released PAGA
3 Claims, regardless of whether they have requested exclusion from the Settlement as to
4 Class claims:

5 all claims for penalties and any other available relief pursuant to PAGA, to the
6 extent asserted in Plaintiff's administrative exhaustion letter submitted to the
7 LWDA in this Action, arising during the PAGA Period.

8 **Date Release Becomes Active:** The Released Claims and Released PAGA Claims will
9 be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction
10 of Defendant's obligation to provide to the Settlement Administrator a sum in the
11 amount required to satisfy all required payments and distributions pursuant to this
12 Settlement and the Final Order and Judgment. Class Members will not release the
13 Released Claims or Released PAGA Claims until both the Effective Date of the
14 Settlement has occurred **and** Defendant has paid all amounts owing under the
15 Settlement.

16 The Notice provided to the Class conforms with the requirements of California Rules
17 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the
18 circumstances, providing individual notice to all Class Members who could be identified
19 through reasonable effort and providing due and adequate notice of the proceedings and of the
20 matters set forth therein to the Class Members. The Notice fully satisfies the requirements of
21 due process.

22 The Gross Settlement Amount, Net Settlement Amount, and methodology used to
23 calculate and pay the Settlement Payments are fair and reasonable.

24 The Settlement Administrator is authorized to pay the Settlement Payments to the
25 Settlement Class Members and PAGA Employees in accordance with the terms of the
26 Settlement.

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1 Defendant shall pay the total of \$1,526,317.57 to resolve this litigation. Defendant will
2 fund the settlement account within fourteen (14) calendar days after this Court grants final
3 approval of the Settlement. The Settlement Administrator shall cause the Settlement Payments
4 to be mailed to the Class Members within fourteen (14) calendar days of the receipt of
5 funding. Thereafter, Settlement Payments shall be distributed to Settlement Class Members
6 and PAGA Employees pursuant to the terms of the Settlement.

7 From the Gross Settlement Amount, \$112,500.00 shall be paid to the California Labor
8 and Workforce Development Agency ("LWDA"), representing 75% of the penalties awarded
9 under the terms of the Settlement, pursuant to the Labor Code Private Attorneys General Act
10 of 2004, California Labor Code sections 2698, *et seq.*

11 From the Gross Settlement Amount, a Service Payment in the amount of \$10,000.00
12 shall be paid to Delmy Fuentes for her service as Class Representative and for her agreement
13 to release claims. Delmy Fuentes is hereby confirmed as Class Representative.

14 From the Gross Settlement Amount, Class Counsel is awarded \$534,211.15 for their
15 reasonable attorneys' fees and \$16,000.00 for their reasonable costs incurred in this Action.
16 The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The
17 Court finds that the fees are reasonable in light of the benefit provided to the Class. Kane
18 Moon, Allen Feghali and Jacquelyne VanEmmerik of Moon & Yang, APC are hereby
19 confirmed as Class Counsel.

20 From the Gross Settlement Amount, Settlement Administration Costs in the amount of
21 \$32,500.00 shall be paid to the designated Settlement Administrator, ILYM Group, Inc.

22 The Parties are ordered to have notice of this Final Order and Judgment sent to all
23 Settlement Class Members and PAGA Employees in accordance with CRC 3.771(b), along
24 with the Settlement Payments issued via first class mail to their last known addresses and to
25 the LWDA pursuant to Labor Code § 2699(1)(3).

26 This Judgment is intended to be a final disposition of the above captioned Action in its
27 entirety and is intended to be immediately appealable.

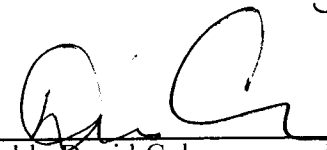
1 This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the Settlement and any and all claims asserted in, arising
3 out of or related to the subject matter of the lawsuit, including but not limited to, all matters
4 related to the Settlement and the determination of all controversies relating thereto.

5 Plaintiff Delmy Fuentes' Motion is hereby granted, and the Court directs that Judgment
6 shall be entered in accordance with the terms of this Order.

7 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
8 10-18, 2023 at 9:00 am in Department S-26. Class Counsel is ordered to
9 file a final report and declaration regarding distribution no later than 10 days before
10 the hearing.

11 **IT IS SO ORDERED.**

12 DATE: 10/17/22

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14 Honorable David Cohn
15 Judge of the San Bernardino Superior Court
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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 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017. On **September 23, 2022**, I served the foregoing document described as:

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF DELMY FUENTES' MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

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10100 Santa Monica Blvd, Suite 1400
Los Angeles, CA 90067

Attorney for Defendant Covid Clinic, Inc.

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action..

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

Executed this, **September 23, 2022** at Los Angeles, California.

Janelle Jickain
Type or Print Name


Signature