

FILED
Clerk of the Superior Court

FEB 2 2024

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and Proposed Class*

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Superior Court of California,
County of San Diego

01/03/2024 at 12:58:43 PM
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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF SAN DIEGO**

BRUNTINA MARCELUS, on behalf of
herself and others similarly situated,

Plaintiff,

v.

STANDARD HEALTHCARE, L.L.C., and
DOES 1-20, inclusive

Defendants.

CASE NO. 37-2021-00017113-CU-OE-CTL

*Case Assigned for All Purposes to
Honorable Loren G. Freestone, Dept. C-64*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL TO CLASS AND PAGA
ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES,
LITIGATION EXPENSES, AND SERVICE
PAYMENT; AND FINAL JUDGMENT
THEREON**

Complaint Filed: April 16, 2021
Trial Date: None

1 This matter is before the Court on Plaintiff Bruntina Marcelus' ("Plaintiff") Unopposed
2 Motion for Final Approval of Class and PAGA Action Settlement.

3 Plaintiff and Defendant Standard Healthcare, L.L.C. ("Defendant") have submitted their
4 Class Action and PAGA Settlement Agreement and Class Notice (the "Agreement" or
5 "Settlement"), which this Court preliminarily approved on September 5, 2023 (the "Preliminary
6 Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been
7 given adequate notice of the terms of the Settlement and the opportunity to object to it or to
8 exclude themselves from it.

9 Having received and considered the Settlement, the supporting papers filed by the Parties,
10 and the evidence and argument received by the Court before entering the Preliminary Approval
11 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
12 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
13 DETERMINATIONS as follows:

14 1. The Settlement and any exhibits hereto shall be incorporated into this Final
15 Approval Order and Judgment as though all terms therein are set forth in full. Except as otherwise
16 specified herein, for purposes of this Final Approval Order and Judgment the Court adopts all
17 defined terms set forth in the Agreement.

18 2. This Court has jurisdiction over this matter and over all parties to this Action,
19 including members of the Class.

20 3. The Court preliminarily found class certification appropriate for settlement
21 purposes only. The Court now finds final certification of the Class appropriate for settlement
22 purposes only and grants final certification of the Class. The Class is defined as all of Defendant's
23 non-exempt employees who were assigned to work at any facility inside California during the
24 period from April 16, 2017 to March 31, 2023 (the "Class Period"). The Court finds that this
25 Action and the Settlement satisfy the requirements of California Code of Civil Procedure section
26 382, and further finds that the Class has at all times been adequately represented by the Plaintiff
27 and Class Counsel.

1 4. “Aggrieved Employees” is defined as all of Defendant’s non-exempt employees
2 who were assigned to work at any facility inside California during the period from April 16, 2020
3 to March 31, 2023 (the “PAGA Period”).

4 5. Pursuant to the Preliminary Approval Order, the notice of Settlement (“Class
5 Notice”) was sent to each Class Member by first-class mail. The Class Notice adequately informed
6 Class Members of the terms of the Settlement; their right to receive a share of the Settlement; their
7 right to comment on or object to the Settlement, and the requested Class Counsel Fees Payment or
8 Class Counsel Litigation Expenses Payment; their right to elect not to participate in the Settlement
9 and pursue their own remedies; and their right to appear in person and/or by counsel at the Final
10 Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time
11 were provided by each of these procedures. In addition, adequate follow-up efforts were made to
12 send the Class Notice to those individuals whose original Class Notice was returned as
13 undeliverable.

14 6. The Court finds and determines that this notice procedure fully complied with
15 California Code of Civil Procedure section 382 and California Rule of Court 3.769, was the best
16 notice practicable, afforded adequate protections to Class Members, and provides the basis for the
17 Court to make an informed decision regarding approval of the Settlement based on the responses of
18 Class Members. The Court finds and determines that the Class Notice provided in this Action was
19 the best notice practicable, which satisfied the requirements of law and due process.

20 7. No Class Members objected to the Settlement.

21 8. No Class Member requested exclusion from the Settlement.

22 9. For the reasons stated in the Preliminary Approval Order, the Court finds and
23 determines that the terms of the Settlement are fair, reasonable and adequate to each Class Member
24 and that the Participating Class Members (defined as any Class Member who does not submit a
25 valid and timely Request for Exclusion) will be bound by the Settlement, that the Settlement is
26 ordered finally approved, and that all terms and provisions of the Settlement should be and hereby
27 are ordered to be consummated.

28

1 10. The Court finds and determines that the all-inclusive Gross Settlement Amount in
2 the amount of \$240,000.00 and the Individual Class Payments to be paid to Participating Class
3 Members under the Settlement are fair and reasonable. The Court hereby grants final approval to
4 and orders the payment of those amounts out of the Gross Settlement Amount be paid to the
5 Participating Class Members pursuant to the Agreement.

6 11. The Court finds and determines that the Administration Expenses for
7 administrating the Settlement, in the amount of \$10,000, are fair and reasonable. The Court hereby
8 grants final approval to and orders that the payment of that amount be paid out of the Gross
9 Settlement Amount to the Administrator pursuant to the Agreement.

10 12. The Court finds and determines that the request by Plaintiff for the Class
11 Representative Service Payment is fair and reasonable and hereby orders that the requested
12 payment in the amount of \$10,000.00 be paid out of the Gross Settlement Amount to Plaintiff
13 Bruntina Marcelus pursuant to the Agreement.

14 13. The Court further finds and determines that the amount requested by Class
15 Counsel for Class Counsel Fees Payment is fair and reasonable and hereby orders that \$80,000.00
16 be paid out of the Gross Settlement Amount to Shakouri Law Firm pursuant to the Agreement.

17 14. The Court also finds and determines that the amount requested by Class Counsel
18 for Class Counsel Litigation Expenses Payment is fair and reasonable and hereby orders that
19 \$16,790 be paid out of the Gross Settlement Amount to Shakouri Law Firm pursuant to the
20 Agreement.

21 15. The Court finds and determines that the amount allocated to the PAGA Penalties
22 for settlement of Plaintiff's PAGA claims under Labor Code Section 2698 *et seq*, in the amount of
23 \$25,000 is fair and reasonable and hereby orders that pursuant to the requirements of Labor Code
24 §2699(i), \$18,750.00 (i.e., 75% of the PAGA Penalties) be paid to the LWDA as the LWDA's
25 share of the settlement of civil penalties and \$6,250.00 (i.e., 25% of the PAGA Penalties) be
26 distributed to the Aggrieved Employees. The Court hereby grants final approval to and orders that
27 the payment of these amounts out of the Gross Settlement Amount be made pursuant to the
28 Agreement.

1 16. Upon the Effective Date and the full funding of the Gross Settlement Amount by
2 Defendant, Plaintiff and all Participating Class Members release Released Parties (defined as
3 Defendant and each of its former, present, and future directors, officers, shareholders, owners,
4 members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates) from
5 all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts
6 stated in the Operative Complaint and ascertained in the course of the Action including, e.g., any
7 and all claims involving any alleged failure to pay overtime, failure to pay the appropriate overtime
8 rate, failure to pay all wages upon termination, failure to reimburse business expenses, failure to
9 provide meal periods, failure to provide rest breaks, and failure to provide accurate itemized wage
10 statements. .

11 17. Upon the Effective Date and the full funding of the Gross Settlement Amount by
12 Defendant, Plaintiff and all Aggrieved Employees release the Released Parties from all claims for
13 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
14 Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of
15 the Action.

16 18. Pursuant to the terms of the Agreement, Plaintiff makes an additional general
17 release as defined in the Agreement as Plaintiff's Release. With respect to Plaintiff's Release,
18 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section
19 1542 of the California Civil Code, which reads:

20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
21 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
22 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
23 RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

24 19. Nothing in this Final Approval Order shall preclude any action to enforce the
25 Parties' obligations under the Settlement or under this Final Approval Order, including the
26 requirement that Defendant makes payment in accordance with the Agreement.

27 20. If, for any reason, the Settlement ultimately does not become final (as defined by
28 the Settlement), this Final Approval Order will be vacated; the Parties will return to their

1 respective positions in the Action as those positions existed immediately before the Parties
2 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
3 Court in connection with the Settlement will be deemed an admission of any kind by any of the
4 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
5 the Action or in any other action.

6 21. The Parties entered into the Settlement solely for the purpose of compromising and
7 settling disputed claims. Defendant in no way admits any violation of law or any liability
8 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being
9 expressly denied by Defendant.

10 22. By means of this Final Approval Order, this Court hereby enters final judgment in
11 this Action.

12 23. Without affecting the finality of this Final Approval Order and Final Judgment in
13 any way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
14 implementation, effectuation and enforcement of this Order and Judgment and the Settlement
15 under Code of Civil Procedure § 664.6.

16 24. The Parties are hereby ordered to comply with the terms of the Agreement. The
17 parties, however, are hereby authorized, without needing further approval from the Court, to agree
18 to and adopt such amendments to, and modifications and expansions of, the Settlement, as are in
19 writing and signed by the Parties' counsel and are consistent with this Final Approval Order.

20 25. Judgment is hereby entered in this Action in accordance with the foregoing Final
21 Approval Order and Final Judgment and in accordance with the terms and conditions in the
22 Settlement. Upon the Effective Date set forth in the Agreement, this Action is dismissed with
23 prejudice, with each Party to bear its own costs and attorneys' fees except as provided by the
24 Settlement and this Final Approval Order and Final Judgment.

25
26 DATED: 2/2/24


HON. LOREN G. FREESTONE
JUDGE OF THE SUPERIOR COURT