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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

WENDY CERON VENTURA, an individual,
on behalf of xx and others similarly situated,

PLAINTIFF,

v.

MEDICAL LINEN SERVICE, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21-CIV-03233

[Case Assigned for All Purposes to Hon. Robert
D. Foiles in Dept. 21]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: May 5, 2023

Time: 2:00 P.M.

Dept.: 21

Complaint Filed: June 10, 2021

FAC Filed: August 16, 2021

Trial Date: None Set :

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff Wendy Ceron
3 Ventura (“Class Representative”) against Defendant MEDICAL LINEN SERVICE, INC.
4 (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court,
5 on May 5, 2023.

6 **WHEREAS**, the Court granted preliminary approval of the Joint Stipulation of Class
7 Action Settlement and Release of Claims (“Settlement Agreement” or “Settlement”), attached to
8 the concurrently-filed Declaration of Kelsey M. Szamet as Exhibit “1”, on August 17, 2022.

9 **WHEREAS**, Plaintiff Wendy Ceron Ventura has applied to the Court for an order granting
10 final approval of the Settlement Agreement.

11 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions for the
12 proposed Settlement Agreement and for entry of an Order of Final Approval and entry of final
13 judgment thereon. The Court having read and considered Plaintiff’s Motion for Final Approval of
14 Class Action Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of
15 Kelsey M. Szamet, Wendy Ceron Ventura; and Lluvia Islas of ILYM Group, Inc.; and the
16 supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the
19 Court has subject matter jurisdiction to approve the Settlement Agreement;

20 2. The terms of the Settlement Agreement are fair, just, reasonable, and adequate,
21 consistent and in compliance with California Code of Civil Procedure, the California and United
22 States Constitutions (including the due process clauses), the California Rules of Court and any
23 other applicable law, and in the best interest of each of the Parties and the Settlement Class
24 Members and is hereby finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Settlement Agreement according to its terms and provisions.

27 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
28

Members, except those who timely and properly filed Request for Exclusion, as well as their heirs, executors and administrators, successors and assigns.

5. There are zero (0) valid requests for exclusion.

6. There are no objectors to the Settlement Agreement.

7. It is ordered that the Settlement Class is certified for settlement purposes only. The Court finds that an ascertainable class exists and a well-defined community of interest exists in the questions of law and fact involved because in the context of the Settlement Agreement: (i) there are questions of law and fact common to the Settlement Class Members which, as to the Settlement Agreement and all related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the Settlement Class Members.

8. The Court finds that the Notice and notice methodology implemented pursuant to this Settlement Agreement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the California and United States Constitution (including the Due Process Clause), the California Rules of Court and any other applicable law.

9. The Settlement Class is hereby made final. The Settlement Class is defined as:

“all persons who are employed or have been employed as an hourly employee by Defendant in the State of California during the Covered Period.” (“Class Members” or “Settlement Class Members”)

10. The “Covered Period” is June 10, 2017 to April 28, 2022.

11. The Settlement Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

12. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and each Settlement Class Member shall fully release and discharge the Released Parties pursuant to the following release and expressly waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542, which provides:

Any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Minimum Wage Deficits in Violation of Labor Code §§ 1194, 1194.2, 1197, 1197.1, and IWC Minimum Wage Order No. 5; (4) Violation of Labor Code § 221; (5) Waiting Time Penalties Pursuant to Labor Code § 203; (6) Violation of Business & Professions Code § 17200, and (7) Penalties Pursuant to Labor Code § 2698, et seq. based upon the underlying Labor Code violations pled in the operative complaint.

13. Plaintiff and all Settlement Class Members who have not been timely and properly excluded from the Settlement Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims;

1 14. The Settlement Agreement provides that the Gross Settlement Fund is five hundred
2 thousand dollars and zero cents (\$500,000.00). The Net Settlement Amount shall be determined
3 according to the terms of the Settlement Agreement.

4 15. The Court orders the calculations and the payments to be made and administered in
5 accordance with the terms of the Settlement Agreement.

6 16. The Court hereby finds that Plaintiff and Kingsley & Kingsley, APC adequately
7 represented the Settlement Class for purposes of entering into and implementing the settlement.
8 The Court hereby confirms Kingsley & Kingsley, APC as Kingsley & Kingsley, APC in the
9 Action.

10 17. The Court hereby finds the unopposed application of Kingsley & Kingsley, APC
11 for a costs and attorneys' fees award provided for under the proposed Settlement Agreement to be
12 fair and reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement
13 Fund, \$166,666.67 shall be paid for attorney fees and \$17,000.00 shall be paid for litigation costs.

14 18. The unopposed application of Kingsley & Kingsley, APC for an enhancement
15 payment to Plaintiff is hereby granted. Of the Gross Settlement Fund, a \$5,000.00 Class
16 Representative Enhancement shall be allocated to Class Representative Wendy Ceron Ventura.

17 19. The unopposed application of Kingsley & Kingsley, APC for claims administration
18 fees to ILYM Group, Inc. is hereby granted. Of the Gross Settlement Fund, \$16,000.00 shall be
19 paid for settlement administration fees.

20 20. Defendant shall have no further liability for costs, expenses, interest, attorneys'
21 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
22 Agreement.

23 21. The Court approves the PAGA Penalties in the amount of \$10,000.00. The Court
24 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
25 Agency ("LWDA") in the amount of \$7,500.00. The Court further directs that the remaining 25%
26 of the PAGA Penalties, in the amount of \$2,500.00 shall be allocated to the Net Settlement Amount
27 for distribution to the Settlement Class Members.

22. If a Settlement Class Member does not cash his or her settlement check within 180 days, the uncashed funds shall be transmitted by the Settlement Administrator to the State of California Office of the Controller Unclaimed Property Fund in the name of the class member who did not cash his or her Individual Settlement Amount check. Legal Aid Society of San Mateo County

23. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Settlement Agreement.

24. The Court hereby grants and authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members under the Stipulation.

25. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement Agreement.

26. This Final Order shall constitute a final judgment.

27. The Court hereby dismisses the action (including all individual claims and Released Claims presented thereby) with prejudice, without fees or costs to any party except as provided in the Settlement Agreement.

DATED: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 13, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Alexander Hernaez
ahernaez@foxrothschild.com
Cody Stroman
codystroman@foxrothschild.com
Andrew Russell
arussell@foxrothschild.com
Steven Wong
swong@foxrothschild.com
FOX ROTHSCILD LLP
345 California Street, Suite 2200
San Francisco, CA 94104

[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 13, 2023, at Encino, California.



Leslie Sanchez