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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

MARITZA TORRES, ANNETTE OLVERA
NUNEZ, individually, and on
behalf of other members of the general public
similarly situated; JESSICA SALGADO,
individually and on behalf of other members of
the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

vs.

CLINICA SIERRA VISTA, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: BCV-19-101966

Honorable Bernard C. Barmann
Department H
1215 Truxton Ave. Bakersfield, CA 93301

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: April 14, 2025
Time: 8:30 a.m.
Department: H

Complaint Filed: July 16, 2019
FAC Filed: January 21, 2020
SAC Filed: February 20, 2022
Trial Date: None Set

1 This matter has come before the Honorable Bernard C. Barmann in Department H above-
2 entitled Court, located at 1215 Truxton Ave, Bakersfield, California 93301, on April 14, 2025 at
3 8:30 a.m. for Plaintiffs’ Motion for Final Approval of Class Action Settlement, Attorneys’ Fees and
4 Costs, and Enhancement Payments. Lawyers *for* Justice, PC appears as counsel for Plaintiff
5 Maritza Torres, Plaintiff Annette Olvera Nunez, and Plaintiff Jessica Salcedo, (collectively,
6 “Plaintiffs”), individually and on behalf of all others similarly situated and other aggrieved
7 employees, and Klein, Denatale, Goldner, Cooper, Rosenlieb & Kimball, LLP appears as counsel
8 for Defendant Clinica Sierra Vista (“Defendant”).

9 On November 7, 2024, the Court entered the Order Granting Preliminary Approval of Class
10 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
11 of the above-entitled action (“Action”) in accordance with the Joint Stipulation of Class Action
12 and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”),
13 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
14 of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and oral
16 argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
20 Settlement Agreement.

21 2. This Court has jurisdiction over the claims of the Class Members asserted in this
22 proceeding and over all parties to the Action.

23 3. The Court finds that the applicable requirements of California Code of Civil
24 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
25 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
26 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
27 hereby defined to include:

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1 All current and former hourly-paid or non-exempt employees of Defendant in
2 California who worked at any time from July 16, 2015 to June 27, 2024 (“Class” or
“Class Members”).

3 4. The Court Approved Notice of Proposed Settlement of Class Action and Hearing
4 Date for Final Approval (“Class Notice”) that was provided to the Class Members, fully and
5 accurately informed the Class Members of all material elements of the Settlement and of their
6 opportunity to participate in the Settlement, object to or comment on the Settlement, or to seek
7 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
8 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
9 California, the United States Constitution, due process and other applicable law. The Class Notice
10 fairly and adequately described the Settlement and provided the Class Members with adequate
11 instructions and a variety of means to obtain additional information.

12 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
13 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
14 specifically, the Court finds that the Settlement was reached following meaningful investigation
15 conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the result of
16 serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms
17 of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
18 considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’
19 claims; the risk, expense, and complexity of the claims presented; the likely duration of further
20 litigation; the amount offered in the Settlement; the extent of investigation and discovery
21 completed; and the experience and views of Class Counsel. The Court has further considered the
22 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the
23 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
24 and the following terms and conditions.

25 6. A full opportunity has been afforded to the Class Members to participate in the
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
27 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
28 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a

valid and timely Request for Exclusion (“Settlement Class Member”) are bound by this order and judgment (“Final Approval Order and Judgment”).

7. The Court finds that ____ Class Members have submitted a Request for Exclusion from the Settlement.

8. The Court finds that the allocation of \$425,000.00 toward penalties under the California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Amount as follows: the amount of \$318,750.00 to the California Labor and Workforce Development Agency (“LWDA”), and the amount of \$106,250.00 shall be distributed to the PAGA Employees on a *pro rata* basis, according to the terms and methodology set forth in the Settlement Agreement.

9. The Court finds that payment of Settlement Administration Costs in the amount of \$21,000.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$21,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

10. The Court finds that the Enhancement Payments sought are fair and reasonable for the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 each, to Plaintiffs Maritza Torres, Annette Olvera Nunez, and Jessica Salgado, for a total of \$22,500.00, for their Enhancement Payments, according to the terms and methodology set forth in the Settlement Agreement.

11. The Court finds that the request for attorneys’ fees in the amount of \$1,520,000.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$1,520,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

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12. The Court finds that reimbursement of litigation costs and expenses in the amount of \$28,074.54 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$28,074.54 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. The table set forth below shows the calculation of the Net Settlement Amount, to be distributed pursuant to the Settlement:

Total Settlement Amount	\$4,000,000.00
Attorneys' Fees	\$1,520,000.00
Attorneys' Costs	\$28,074.54
Enhancement Payments	\$22,500.00
Settlement Administration Costs	\$21,000.00
75% of the PAGA Amount to be distributed to the LWDA	\$318,750.00
75% of the PAGA Amount to be distributed to the PAGA Employees	\$106,250.00
Net Settlement Amount to be paid to Settlement Class Members	\$1,983,425.46

14. The Court hereby orders that upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Settlement Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

15. The Court hereby orders that upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, the State of California, and all PAGA Employees shall be conclusively determined to have given a release of any and all Released PAGA Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

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1 16. It is hereby ordered that Defendant will make a one-time deposit of the Total
2 Settlement Amount, into a settlement account established by the Settlement Administrator, on or
3 before 30 calendar days after the Effective Date, in accordance with the terms and methodology
4 set forth in the Settlement Agreement.

5 17. It is hereby ordered that within 7 calendar days after receiving payments due under
6 the Settlement and after the Final Effective Date has occurred, the Settlement Administrator will
7 distribute: (a) the Individual Settlement Payments to Settlement Class Members; (b) Individual
8 PAGA Payments to PAGA Employees; (c) the Court-approved Enhancement Payments to
9 Plaintiffs; (d) the Court-approved Attorneys' Fees and Costs to Class Counsel; (e) the LWDA
10 Payment to the LWDA; and (f) Settlement Administration Costs to itself, in accordance with the
11 terms and methodology set forth in the Agreement.

12 18. Any check that is not negotiated within 180 calendar days from the date of mailing
13 to a Class Member or PAGA Employee, or that is undeliverable following unsuccessful efforts,
14 shall be cancelled and funds associated with the cancelled checks will be transmitted to Court
15 Appointed Special Advocates ("CASA") of Kern County. All Settlement Class Members and
16 PAGA Employees shall be bound by the terms and conditions of this Settlement Agreement
17 regardless of whether or not they cash or otherwise negotiate their Individual Settlement Payment
18 check and/or Individual PAGA Payment check.

19 19. After entry of this Final Approval Order and Judgment, pursuant to California Rules
20 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
21 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
22 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
23 any dispute arising from or in connection with the distribution of settlement benefits.

24 20. Notice of entry of this Final Approval Order and Judgment shall be given to the
25 Class Members by posting a copy of the Final Approval Order and Judgment on the Settlement
26 Administrator's website for a period of at least 60 calendar days after the date of entry of this Final
27 Approval Order and Judgment. Individualized notice is not required.

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1 21. A Final Compliance Hearing is set for _____ at _____
2 a.m./p.m. in Department H. Class Counsel shall submit a final accounting report regarding the
3 status of the settlement administration at least five (5) court days prior to the Final Compliance
4 Hearing.

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Dated: _____ By: _____
The Honorable Bernard C. Barmann
Judge of the Superior Court