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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

PRISCILLA DE LA CRUZ CORONA,
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;

Plaintiff,

vs.

WEST POINT MEDICAL CENTER, an
unknown business entity; COMPREHENSIVE
PRIMARY CARE MEDICAL, an unknown
business entity; and COMPREHENSIVE
PRIMARY CARE MEDICAL ASSOCIATES,
INC., dba WEST POINT MEDICAL
CENTER, a California corporation; DOES 2
through 100, inclusive,

Defendants.

Case No.: CIVDS2009703

Honorable David S. Cohn
Department S26

CLASS ACTION

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

Date: July 12, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: June 3, 2020
FAC Filed: December 20, 2021
Trial Date: None Set

1 This matter has come before the Honorable David S. Cohn in Department S26 of the above-
2 entitled Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino,
3 California 92415, on Plaintiff Priscilla De La Cruz Corona's ("Plaintiff") Motion for Final
4 Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement Payment
5 ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and
6 Bremer Whyte Brown & O'Meara LLP appeared on behalf of Defendant Comprehensive Primary
7 Care Medical Associates, Inc., dba West Point Medical Center ("Defendant").

8 On March 14, 2022, the Court entered the [Revised] Order Granting Preliminary Approval
9 of Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class
11 Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
12 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
13 for settlement of the Action.

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

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

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

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

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

26 All current and former hourly-paid non-exempt employees of Defendant in
27 California at any time during the period from June 3, 2016 through May 4, 2021
28 ("Class" or "Class Members").

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

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

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Settlement Class Members”) are bound by this Final Approval
27 Order and Judgment.

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1 7. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$4,900.00 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$4,900.00, in
5 accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Enhancement Payment sought is fair and reasonable for
7 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Priscilla De La Cruz Corona
9 for her Enhancement Payment, according to the terms and methodology set forth in the Settlement
10 Agreement.

11 9. The Court finds that the allocation of \$100,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Penalties as follows: the amount of \$75,000.00 to the California Labor and Workforce
15 Development Agency, and the amount of \$25,000.00 to be distributed to all Class Members on a
16 *pro rata* basis, regardless of whether they submitted a Request for Exclusion.

17 10. The Court finds that the request for attorneys’ fees in the amount of \$200,000.00 to
18 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
19 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
20 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
21 amount of \$200,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
22 methodology set forth in the Settlement Agreement.

23 11. The Court finds that reimbursement of litigation costs and expenses in the amount
24 of \$27,690.65 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
25 Settlement Administrator issue payment in the amount of \$27,690.65 to Class Counsel for
26 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
27 forth in the Settlement Agreement.

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1 12. The Court hereby enters Judgment by which Settlement Class Members shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties, as set forth in the Settlement Agreement and Class Notice.

4 13. It is hereby ordered that Defendant shall deposit the remaining half of the Maximum
5 Settlement Amount (i.e., \$300,000), plus an amount sufficient to pay Employer Taxes, into the
6 qualified settlement account established by the Settlement Administrator (“Second Installment”)
7 six (6) months after the funding of the First Installment (i.e., by October 6, 2022), in accordance
8 with the terms and methodology set forth in the Settlement Agreement.

9 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
10 Settlement Payments to the Settlement Class Members and individual PAGA payments to all Class
11 Members within seven (7) calendar days of the Second Installment and the Effective Date,
12 according to the methodology and terms set forth in the Settlement Agreement.

13 15. Individual Settlement Payment and individual PAGA payment checks will be valid
14 and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued,
15 and thereafter, shall be cancelled. Thereafter, all funds represented by any uncashed or
16 undeliverable checks, shall be distributed to the Controller of the State of California to be held
17 pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the benefit of
18 those Settlement Class Members and/or Class Members who did not cash their checks until such
19 time as they claim their property.

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

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1 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris's
3 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
4 Order and Judgment. Individualized notice is not required.

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7 Dated: _____

HONORABLE DAVID S. COHN
JUDGE OF THE SUPERIOR COURT