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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SAN FRANCISCO**

14 BIANCA CURRY, on behalf of herself and on
15 behalf of all persons similarly situated,

16 Plaintiff,

17 vs.

18 UNITED HEALTH CARE STAFFING, INC.,
19 a California Corporation; ON-CALL
20 THERAPISTS, INC., a California Corporation;
21 DOES 1 through 50, inclusive,

22 Defendants.

Case No. **CGC-21-597339**

[Consolidated with Case No. CGC-22-598120]

[PROPOSED] FINAL JUDGMENT

Hearing Date: January 14, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Curtis E. A. Karnow

Dept.: 611

Action Filed: December 28, 2021

Trial Date: Not set

23 The parties having settled this action and the Court having entered an Order Granting
24 Final Approval of Settlement and good cause appearing therefor,

25 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

26 1. Except as set forth in the Class Action and PAGA Action Settlement Agreement
27 (the "Agreement") and the Order Granting Motion for Final Approval of Class Action Settlement,
28

1 Plaintiff Bianca Curry (“Plaintiff”), and all members of the Class, shall take nothing by their
2 complaint(s) in this Action.

3 2. Without affecting the finality of this judgment in any way, pursuant to California
4 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
5 interpretation, administration, implementation, effectuation, and enforcement of this order and the
6 Settlement.

7 3. The Court finds that in consideration of Plaintiff’s awarded Class Representative
8 Service Payment, and the other terms and conditions of the Settlement, as of the date the
9 Defendants United Health Care Staffing, Inc. and On-Call Therapists, Inc. (“Defendants”) fully
10 fund the Gross Settlement Amount, Plaintiff generally releases and discharges the Released Parties
11 (as defined in the Agreement) from all claims, transactions, or occurrences that occurred during
12 the Class Period as fully set forth in the Agreement.

13 4. The Court finds that in consideration for their Individual Class Payments, effective
14 on the date when Defendants fully fund the entire Gross Settlement Amount and all employer
15 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class
16 Members, on behalf of themselves and their respective former and present representatives, agents,
17 attorneys, heirs, administrators, successors, and assigns, release Released Parties from the
18 Released Class Claims. The “Released Class Claims” are all claims that were alleged, or
19 reasonably could have been alleged, based on the facts stated in the Operative Complaint which
20 occurred during the Class Period. Except as expressly set forth in the Agreement as to the Released
21 PAGA Claims, Participating Class Members do not release any other claims, including claims for
22 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
23 unemployment insurance, disability, social security, workers’ compensation, or claims based on
24 facts occurring outside the Class Period.

25 5. The Court finds that in consideration for the approved PAGA Penalties payment,
26 effective on the date when Defendants fully fund the entire Gross Settlement Amount and all
27 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Aggrieved
28 Employees and the LWDA are deemed to release, on behalf of themselves and their respective

1 former and present representatives, agents, attorneys, heirs, administrators, successors, and
2 assigns, the Released Parties from all of the Released PAGA Claims. The “Released PAGA
3 Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been
4 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which
5 occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
6 claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
7 unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA
8 Period.

9 6. The Parties shall bear his, her, its or their own respective attorneys’ fees and costs
10 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
11 Class Action Settlement, and this Judgment.

12 7. The Court enters final judgment in the Action in accordance with the Agreement
13 and this Order, subject to the Court’s retention of continuing jurisdiction over the Action and the
14 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
15 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
16 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

17 8. Upon completion of administration of the settlement, the Settlement Administrator
18 will provide written certification of such completion to the Court and counsel for the parties. The
19 Court sets a compliance hearing date of _____, at _____ a.m. / p.m., and
20 the written certification of the Administrator shall be filed no later than fourteen (14) days before
21 this hearing.

22 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

23 Dated: _____

24 _____
25 The Honorable Curtis E.A. Karnow
26 Judge of the Superior Court
27
28