

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 17 2025

BY 
VALERIE URUENA, DEPUTY

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

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

GUADALUPE GUARISTA, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; and TENISHA KATHERINE
HOWARD and JENNIFER LOPEZ-
TRIGUEROS, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

UROLOGIC INSTITUTE OF THE HIGH
DESERT, INC., a corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2125029
[Consolidated with Case No. CIVSB213340]

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. Christian Towns, Dept.
S-26]

**PROPOSED JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: June 2, 2025
Time: 8:30 a.m.
Dept.: S-26

Complaint filed: August 27, 2021
FAC filed: August 27, 2024
Trial date: Not set

1 On December 19, 2024, this Court granted Plaintiffs' Motion for Preliminary Approval
2 of Class Action Settlement. Plaintiffs Guadalupe Guarista, Tenisha Katherine Howard, and
3 Jennifer Lopez-Trigueros (collectively, the "Plaintiffs") now seek an order granting final
4 approval of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement"
5 or "Settlement Agreement"), attached to the Declaration of Arrash T. Fattahi in Support of
6 Plaintiffs' Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed
8 and considered the Settlement, Plaintiffs' Notice of Motion and Motion for Final Approval of
9 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
10 proceedings had herein, and the absence of any written objections received regarding the
11 proposed settlement, and having reviewed the record in this action, and good cause appearing
12 therefor,

13 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

14 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
15 Settlement filed in this case.

16 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
17 Settlement Class Members, and Defendant Urologic Institute of the High Desert, Inc.
18 ("Defendant," and together with Plaintiffs, the "Parties").

19 3. The Court finds on a final basis that the Settlement Agreement appears to be fair,
20 adequate, and reasonable and therefore meets the requirements for final approval. The Court
21 grants final approval of the Settlement and the Settlement Class based upon the terms set forth
22 in the Settlement Agreement between Plaintiffs and Defendant, attached to the Declaration of
23 Arrash T. Fattahi in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement
24 as **Exhibit 1**.

25 4. The Court finds that the Settlement appears to have been made and entered into in
26 good faith and hereby approves the settlement subject to the limitations on the requested fees and
27 enhancement as set forth below.

28 5. Plaintiffs and all Participating Class Members shall have, by operation of this Final

1 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
2 and the Released Parties from all Released Class Claims as defined and outlined in the Settlement.

3 6. Upon Defendant's full funding of the Gross Settlement Amount, all Participating
4 Class Members waive, release, discharge, and promise never to assert in any forum or otherwise
5 make a claim against any of the Released Parties for any of the Released Class Claims arising
6 during the Class Period as defined and outlined in the Settlement.

7 7. The Parties shall bear their own respective attorneys' fees and costs, except as
8 otherwise provided for in the Settlement and approved by the Court.

9 8. Solely for purposes of effectuating the settlement, the Court finally certified the
10 following Class: all current and former hourly-paid employees of Defendant within the State of
11 California at any time during the Class Period.

12 9. The Class Period means the period from August 27, 2017 through October 27,
13 2022.

14 10. No Class Members have objected to the terms of the Settlement.

15 11. No Class Members have requested to be excluded from the Settlement.

16 12. The Notice provided to the Class conforms with the requirements of California
17 Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the
18 circumstances, by providing individual notice to all Class Members who could be identified
19 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
20 matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due
21 process.

22 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
23 methodology used to calculate and pay each Participating Class Member's Individual Settlement
24 Payments are fair and reasonable and authorizes the Settlement Administrator to pay the Individual
25 Settlement Payments to the Participating Class Members in accordance with the terms of the
26 Settlement.

27 14. Defendant shall pay a total of \$200,000.00, plus all employer-side taxes, as defined
28 in the Settlement to resolve this litigation.

15. From the Gross Settlement Amount, \$5,000.00 shall be paid to Plaintiff Guadalupe Guarista, \$1,000.00 shall be paid to Plaintiff Tenisha Katherine Howard, and \$1,000.00 shall be paid to Plaintiff Jennifer Lopez-Trigueros, for services rendered as the class representatives and their agreement to generally release all claims.

16. From the Gross Settlement Amount, \$6,550.00 shall be paid to the Settlement Administrator, ILYM Group, Inc.

17. The Court hereby confirms Arrash T. Fattahi of Wilshire Law Firm, PLC as Class Counsel.

18. From the Gross Settlement Amount, Class Counsel is awarded \$66,666.67 for their reasonable attorneys' fees and \$20,000.00 for their reasonable costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

19. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

20. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE: 6-17-2025

C. Towns
Hon. Christian Towns
Judge of the San Bernardino Superior Court