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Attorneys for Plaintiff
MONICA ESPINOZA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MONICA ESPINOZA, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

SOLARA MEDICAL SUPPLIES INC., an
unknown business entity; SOLARA
MEDICAL SUPPLIES LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 37-2020-00007462-CU-OE-CTL

*Assigned for All Purposes to: Hon. Gregory W.
Pollack, Dept. C-71*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

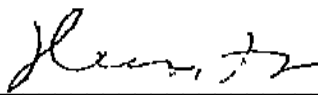
Action Filed: February 10, 2020
Trial Date: None Set

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

2 PLEASE TAKE NOTICE that on July 8, 2022, the Honorable Gregory W. Pollack in
3 Department C-71 in the above-entitled Court, located at 330 West Broadway, San Diego,
4 California 92101, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit**
5 **A** is a true and correct copy of the Order and Judgment which was executed and filed on July 8,
6 2022.

7 Dated: July 14, 2022

PROTECTION LAW GROUP, LLP

9 By: 

10 Heather Davis
11 Amir Nayebdadash
12 *Attorneys for Plaintiff*
13 MONICA ESPINOZA
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EXHIBIT A

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10 *Attorneys for Plaintiff*
11 **MONICA ESPINOZA**

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO**

15 MONICA ESPINOZA, individually, and on
16 behalf of other members of the general
public similarly situated;

17 **Plaintiff,**

18 **vs.**

19 SOLARA MEDICAL SUPPLIES, INC. an
20 unknown business entity; SOLARA
MEDICAL SUPPLIES LLC, a California
21 limited liability company; and DOES 1
through 100, inclusive,

22 **Defendants.**

Case No.: 37-2020-00007462-CU-OE-CTL

*Assigned for All Purposes to: Hon. Gregory W.
Pollack, Dept. C-71*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: July 8, 2022
Hearing Time: 9:30 a.m.
Dept: C-71

Complaint Filed: February 10, 2020
Trial Date: None Set

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

06/15/2022 at 05:30:15 PM

Clerk of the Superior Court
By: Regina Chanez, Deputy Clerk

FILED
Clerk of the Superior Court

JUL - 8 2022

By: T. Abas

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

2 The above-referenced Class and PAGA Action ("Action") having come before the Court
3 on July 8, 2022, for a hearing and Final Order Approving Class Action Settlement and
4 Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order
5 ("Preliminary Approval Order"), and as set forth in the Joint Stipulation re: Class Action and
6 Representative Settlement Agreement (hereinafter "Settlement Agreement" or "Settlement"),
7 and due and adequate notice having been given to all Class Members as required in the
8 Preliminary Approval Order, and the Court having considered all papers filed and proceedings
9 had herein and otherwise being fully informed and good cause appearing therefore, it is hereby
10 **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Settlement
12 Agreement.

13 2. Consistent with the definitions provided in the Settlement Agreement, the term
14 "Class" and "Class Members" shall mean the following: "all non-exempt, hourly-paid
15 California employees employed by Solara Medical Supplies, LLC (formerly known as Solara
16 Medical Supplies, Inc.) at any time between February 10, 2016 to May 15, 2021".

17 3. This Court has jurisdiction over the subject matter of this Action and over all
18 Parties to this Action, including all Class Members.

19 4. Distribution of the Notice of Settlement directed to the Class Members as set
20 forth in the Settlement Agreement and the other matters set forth therein has been completed in
21 conformity with the Preliminary Approval Order, including individual notice to all Class
22 Members who could be identified through reasonable effort, and the best notice practicable
23 under the circumstances. The Notice of Settlement provided due and adequate notice of the
24 proceedings and of the matters set forth therein, including the proposed Settlement set forth in
25 the Settlement Agreement, to all persons entitled to such Notice of Settlement, and the Notice of
26 Settlement fully satisfied the requirements of due process. All Class Members and all Released
27 Claims are covered by and included within the Settlement and this Final Order.

28 5. The Court hereby finds the Settlement Agreement was entered into in good faith

1 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
2 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has
3 satisfied the standards and applicable requirements for final approval of this class action
4 settlement under California law, including the provisions of California Code of Civil Procedure
5 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
6 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

7 6. The Court hereby approves the Settlement set forth in the Settlement Agreement
8 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
9 Parties to effectuate the Settlement according to its terms. This judgment is entered in
10 accordance with the terms of the Settlement Agreement, which is incorporated herein by
11 reference. The Court finds that the Settlement has been reached as a result of intensive, serious
12 and non-collusive arms-length negotiations. The Court further finds that the Parties have
13 conducted extensive investigation and research, and counsel for the Parties are able to
14 reasonably evaluate their respective positions. The Court also finds that Settlement at this time
15 will avoid additional substantial costs, as well as avoid the delay and risks that would be
16 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
17 being granted as part of the Settlement and recognizes the significant value to the Class
18 Members. The Court also finds that the Class is properly certified as a class for settlement
19 purposes only.

20 7. According to the terms of the Settlement Agreement, all Participating Class
21 Members shall fully release and discharge Defendant Solara Medical Supplies, LLC (formerly
22 known as Solara Medical Supplies, Inc.) ("Defendant") and its past, present, and/or future
23 owners, officers, directors, managing agents, trustees, payroll processors, independent
24 contractors, members, managers, shareholders, employees, attorneys, insurers, assigns,
25 shareholders, successors, predecessors and agents, Defendant's past, present, and/or future
26 parent, subsidiary, or affiliated entities, including AdaptHealth LLC, DBAs and franchisors, and
27 each of their owners, officers, directors, managing agents, trustees, payroll processors,
28 independent contractors, members, managers, employees, attorneys, insurers, assigns,

1 shareholders, successors, predecessors and agents (the "Released Parties") from any and all
2 claims, damages or causes of action alleged in, or arising out of, the allegations in the
3 Complaint and FAC, filed in this Action and the PAGA Notice, which were alleged or that
4 could have been alleged by Plaintiff and/or any Participating Class Member in such complaints
5 and/or the PAGA Notice based on any of the factual allegations contained in such complaints
6 and/or the PAGA Notice, including, but not limited to, claims under state, federal (i.e., Fair
7 Labor Standards Act (FLSA)) or local law, including, but not limited to claims for unpaid
8 wages, and claims for the failure to pay minimum wages, claims for the failure to pay overtime
9 wages, claims related to missed meal and rest breaks or periods and nonpayment of premium
10 pay for such, failure to comply with itemized employee wage statement provisions, failure to
11 pay wages due at separation, the failure to reimburse for employment expenses, the payment of
12 any penalties (including PAGA) (collectively the "Released Claims"). The Released Claims
13 specifically include, but are not limited to, all claims arising under California Labor Code
14 sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194,
15 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et. seq.*, 2800 and 2802, the Wage Orders of the
16 California Industrial Welfare Commission, California Business and Profession Code 17200, *et*
17 *seq.*, and California common law of contract, interest and claims for attorney's fees relating in
18 any way to those claims alleged and mentioned in the complaint(s) and/or PAGA Notice that
19 arose during the Class Period. The release of the Released Claims shall be applicable for the
20 period between February 10, 2016 and May 15, 2021 (the "Class Period").

21 8. The Court approves named plaintiff Monica Espinoza's ("Plaintiff") individual
22 general release, as set forth in Settlement Agreement, which provides:

23 The Class Representative individually hereby unconditionally waives and forever
24 releases, waives, discharges, any and all demands, damages, debts, liabilities, contracts,
25 obligations, actions, causes of action and claims of every kind, nature, and description
26 whatsoever, whether now known or unknown, suspected or unsuspected, including in
27 equity or otherwise, which she ever had or now has against the Released Parties arising
28 or accruing at any time prior to the Effective Date, including without limitation without

1 limitation any matter, cause or claim arising out of or related to facts or events occurring
2 prior to the execution of this Settlement Agreement, and/or related to ESPINOZA's
3 employment with SOLARA and her separation therefrom. At a minimum, the claims
4 released by the Class Representative include but are not limited to: (a) any claims that
5 were or could have been brought under California Labor Code sections 132a, 201, 202,
6 203, 204, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 432.5, 510, 512, 558, 1050,
7 1054, 1194, 1194.2, 1197, 1198, 2698 et seq., 2800, et seq., the applicable Industrial
8 Welfare Commission Wage Orders, the FLSA, and all related or corresponding federal
9 laws, and all implementing regulations and interpreting guidance; (b) any claims that
10 were or could have been brought under California Corporations Code, and California
11 Business and Professions Code, including but not limited to California Business and
12 Professions Code section 17200 et seq. as unlawful, fraudulent or misleading based on
13 the claims, facts and allegations alleged in the Action (including, but not limited to,
14 claims of conduct unlawful under state or federal law); (c) any other causes of action,
15 including those seeking premiums, penalties, interest, punitive damages, costs,
16 attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes
17 of action are in tort, contract, equity, statute, or common law; (d) any claims under the
18 Fair Employment and Housing Act, Americans with Disabilities Act, Age
19 Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, and
20 (e) any other claims the Class Representative could have made related to her
21 employment with SOLARA. The Class Representative may hereafter discover facts in
22 addition to or different from those which she now knows or believes to be true, but
23 stipulates and agrees that, upon the Effective Date, she fully, finally, and forever settles
24 and releases any and all claims, known or unknown, suspected or unsuspected,
25 contingent or non-contingent, whether or not concealed or hidden, which now exist, or
26 heretofore have existed, upon any theory of law or equity and without regard to the
27 subsequent discovery or existence of such different or additional facts. ESPINOZA is
28 deemed, by operation of the Order granting Final Approval, to have agreed not to sue or

1 otherwise make a claim against any of the Released Parties for any claim.

2 9. No Class Member objected to the terms of the Settlement.

3 10. No Class Member requested to be excluded from the terms of the Settlement.

4 Accordingly, 278 Participating Class Members are bound by this Judgment.

5 11. The Court finds the settlement payments provided for under the Settlement
6 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms
7 of the Settlement Agreement, the Court orders Defendant to fund the Maximum Settlement
8 Amount of \$770,00.00 within thirty (30) calendar days after the Effective Date as set forth in
9 the Settlement Agreement to provide payments for Settlement Checks to all Participating Class
10 Members and all PAGA Members, the PAGA Penalties to the to the California Labor and
11 Workforce Development Agency pursuant to Labor Code Section 2698, *et seq.*, the Service
12 Award to Plaintiff, Class Counsel's Fees and Costs, and the Settlement Administrator's Costs.
13 The calculations and the payments shall be made administered in accordance with the terms of
14 the Settlement Agreement.

15 12. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
16 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys'
17 fees in the amount of thirty-six percent (36%) from the Maximum Settlement Amount
18 (\$277,200.00) and attorneys' costs in the amount of \$19,779.90 from the Maximum Settlement
19 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
20 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.
21 The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph
22 shall be administered pursuant to the terms of the Settlement Agreement.

23 13. The Court hereby approves and orders a Service Award of \$7,500.00 to named
24 Plaintiff Monica Espinoza from the Maximum Settlement Amount in accordance with the terms
25 of the Settlement Agreement.

26 14. The Court approves and orders the payment in the amount of \$30,000.00 (75% of
27 \$40,000.00) from the Maximum Settlement Amount to the California Labor Workforce
28 Development Agency for penalties arising under the PAGA. The remaining \$10,000.00 (25%

1 of \$40,000) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

2 15. The Court also hereby approves and orders payment from the Maximum
3 Settlement Amount for actual settlement administration expenses incurred by the Settlement
4 Administrator, ILYM Group, Inc. in the amount of \$11,000.00.

5 16. The Court hereby approves and orders payment of individual settlement
6 payments from the Net Settlement Amount to the Participating Class Members on a *pro rata*
7 basis as set forth in the Settlement Agreement.

8 17. The Court also hereby approves and orders that any checks distributed from the
9 Maximum Settlement Amount yet remaining un-cashed after one hundred and eighty (180)
10 calendar days after being issued will be transferred to the California State Controller's Office
11 pursuant to California Civil Code § 1500 and held in trust for such Settlement Class Members.
12 As such, no "unpaid residue" under California Code of Civil Procedure section 384 will result
13 from the Settlement.

14 18. Provided the Settlement becomes effective under the terms of the Settlement
15 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
16 individual settlement payments, attorneys' fees and costs, and Service Award to Plaintiff is as
17 set forth in the Settlement Agreement.

18 19. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
19 is an admission by Defendant, or any of the other Released Parties, nor is this Judgment a
20 finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of
21 the other Released Parties. In entering into the Settlement Agreement, Defendant does not
22 admit, and specifically denies it has violated any federal, state, or local law; violated any
23 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
24 regulations or legal requirements; breached any contract; violated or breached any duty;
25 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
26 respect to its employees. Neither the Settlement or the Settlement Agreement, nor any of its
27 terms or provisions, nor any of the negotiations connected with it, shall be construed as an
28 admission or concession by Defendant of any such violations or failure to comply with any

1 applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement
2 Agreement, the Settlement Agreement and its terms and provisions shall not be offered or
3 received as evidence in any action or proceeding to establish any liability or admission on the
4 part of Defendant or to establish the existence of any condition constituting a violation of, or a
5 non-compliance with, federal, state, local or other applicable law.

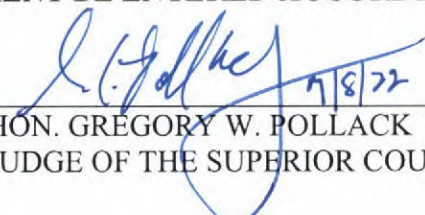
6 20. Without affecting the finality of this Judgment, the Court shall retain continuing
7 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
8 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
9 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
10 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
11 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
12 shall be presented to the Court for resolution.

13 21. The Court sets a compliance hearing for October 21, 2022 at
14 1:30 a.m./p.m. in this department. Plaintiff shall file the Settlement Administrator's
15 report at least five (5) court days before the compliance hearing.

16 22. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice
17 to the California Labor and Workforce Development Agency (LWDA).

18 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

19
20 DATED: _____

21  7/8/22
22 HON. GREGORY W. POLLACK
23 JUDGE OF THE SUPERIOR COURT
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