

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

CORAL ROPER, on behalf of herself and all
others similarly situated,

Plaintiffs,

v.

GOLDEN STATE URGENT CARE
PROVIDERS, et al.,

Defendants.

Case No. 21CV386281

**ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENT**

This is a putative class and representative action under the Private Attorney General Act ("PAGA"). Plaintiff Coral Roper alleges that Defendants Golden Statute Urgent Care Providers, HCA-California Urgent Care Holdings, LLC, and HCA Healthcare, Inc. (collectively, "Defendants"), who provided urgent care services throughout the State of California dba CareNow Urgent Care clinics, committed various Labor Code violations.

Before the Court is Plaintiff's unopposed motion for final approval of class and representative action settlement and motion for attorneys' fees, costs, and class representative service payment. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the allegations of the operative First Amended Complaint ("FAC"), Plaintiff was employed by Defendants as a Nurse Practitioner at a CareNow Urgent Care in

1 Milpitas from June 2020 to July 2021. (FAC, ¶ 12.) She alleges that Defendants failed to: pay
2 proper overtime and double time wages at the contract rate of pay and compensation for missed
3 meals and rest periods; reimburse for business-related expenses; issue adequate wage statements;
4 and pay waiting time penalties upon separation from employment, in order to systematically
5 deprive her and class/subclass members of the benefits and protections applicable to employees
6 under California law.

7 Plaintiff initiated this action on August 27, 201, with the filing of the Complaint and on
8 November 10, 2021, she filed the FAC, which asserts claims for: (1) failure to pay overtime; (2)
9 breach of contract; (3) failure to authorize and permit meal periods; (4) failure to authorize rest
10 periods; (5) failure to reimburse business expenses; (6) failure to furnish adequate wage
11 statements; (7) waiting time penalties; (8) unlawful business practices; and (9) penalties under
12 PAGA.

13 On May 24, 2024, the Court issued its order granting Plaintiff’s motion for preliminary
14 approval. Plaintiff now seeks an order: (1) finally approving the Class and PAGA Representative
15 Action Settlement Agreement; (2) finally certifying the Wage Statement Settlement Class and
16 Nurse Practitioner Subclass as defined in the motion; (3) finally approving the payment of
17 reasonable costs of administration to Phoenix Settlement Administrators from the Gross
18 Settlement Amount; (4) entering a final judgment consistent with the terms of the Settlement;
19 and (5) retaining jurisdiction over the parties to enforce the terms of the judgment and make and
20 enter judgment pursuant to California Rule of Court 3.769(h).

21 **II. Motion for Final Approval**

22 **A. Legal Standard**

23 **i. Class Action**

24 Generally, “questions whether a [class action] settlement was fair and reasonable,
25 whether notice to the class was adequate, whether certification of the class was proper, and
26 whether the attorney fee award was proper are matters addressed to the trial court’s broad
27 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App. 4th 224, 234-235 (*Wershba*),
28

disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that “the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be “provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

ii. PAGA

Labor Code section 2699, subdivision (l)(2) provides that “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to” PAGA. The court's

1 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
2 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
3 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
4 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
5 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
6 *Moriana* (2022) 596 U.S. 639, 2022 U.S. LEXIS 2940.)

7 Similar to its review of class action settlements, the Court must “determine independently
8 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
9 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
10 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
11 remediate present labor law violations, deter future ones, and to maximize enforcement of state
12 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
13 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
14 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
15 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
16 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

17 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
18 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
19 verdict].) But a permissible settlement may be substantially discounted, given that courts often
20 exercise their discretion to award PAGA penalties below the statutory maximum even where a
21 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
22 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

23 **B. SETTLEMENT CLASS**

24 Plaintiff requests the following Settlement Class and Subclass be finally certified:

25 Wage Statement Settlement Class: All current and former employees who were employed
26 by Defendants at CareNow Urgent Care clinics throughout the State of California
27 beginning August 27, 2020 to May 24, 2024.
28

1 Nurse Practitioner Subclass: All current and former employees whom Defendants
2 employed to work as a Nurse Practitioner at CareNow Urgent Care clinics in California
3 beginning August 24, 2020 to May 24, 2024.

4 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
5 approving or denying certification of a provisional settlement class after [a] preliminary
6 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
7 class “when the question is one of a common or general interest, of many persons, or when the
8 parties are numerous, and it is impracticable to bring them all before the court”

9 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
10 (1) an ascertainable class and (2) a well-defined community of interest among the class
11 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
12 *Drug Stores*).) “Other relevant considerations include the probability that each class member
13 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
14 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
15 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
16 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
17 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

18 In the settlement context, “the court’s evaluation of the certification issues is somewhat
19 different from its consideration of certification issues when the class action has not yet settled.”
20 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
21 settlement-only context, the case management issues inherent in the ascertainable class
22 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
23 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
24 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
25 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

26 At preliminary approval, the Court provisionally certified the above-described class and
27 subclass, determining that Plaintiff had demonstrated by a preponderance of the evidence (1) an
28 ascertainable class, (2) a well-defined community of interest among the class members and (3)

1 that a class action provides substantial benefits to both litigants and the Court. Consequently, the
2 Court will certify the class for settlement purposes as requested.

3 **C. TERMS AND ADMINISTRATION OF SETTLEMENT**

4 The non-reversionary gross settlement amount is \$250,000. Attorneys' fees of up to one-
5 third of the settlement (\$83,333.33), litigation costs of up to \$13,086.59, and administrative costs
6 of up to \$6,500.00 will be paid from the gross settlement amount. \$10,500.00 will be allocated
7 to PAGA penalties, 75% of which (\$7,875.00) will be paid to the LWDA, with the remaining
8 25% (\$2,625.00) paid to "Wage Statement and Nurse Practitioner Aggrieved Employees."

9 The net settlement amount will be allocated to Class members on a pro rata basis based
10 on their dates of employment with Defendants and whether they worked as a Nurse Practitioner.
11 The average net settlement amount to the Wage Statement Settlement Class is estimated to be
12 \$166,67. The average net settlement amount to the Nurse Practitioner Settlement Class is
13 estimated to be \$11,842.23. They will also receive a pro rata share of twenty-five percent
14 (\$2,625.00) of the PAGA Payment, based on Pay Periods worked during the PAGA Period.

15 In exchange for settlement, Class members who do not opt-out will release:

16 Wage Statement Settlement Class. As of the date of the Judgement, all
17 participating Wage Statement Settlement Class Members, on behalf of themselves
18 and their respective former and present representatives, agents, attorneys, heirs,
19 administrators, successors, and assigns, shall fully and finally release the Release
20 parties of the Wage Statement Class Released Claims. The Wage Statement Class
21 Released Claims are specifically limited to claims arising from conduct at
22 CareNow Urgent Care clinics throughout the State of California and include all
23 claims asserted in the Action by Wage Statement Settlement Class Members, and
24 all claims arising from or related to the facts and claims alleged in the Action or
25 LWDA Letter by Wage Statement Settlement Class Members, or that could have
26 been raised in the Action or by LWDA Letter based on the facts and claims
27 alleged by Wage Statement Settlement Class Members, as amended, regardless of
28 whether such claims arise under federal (including FLSA 29 U.S.C.. § 201 *et*

1 *seq.*), state and/or local law, statute, ordinance, regulation, common law, or other
2 sources of law. The Wage Statement Released Claims specifically included (1)
3 failure to furnish adequate wage statements (Labor Code § 226 [wage statement
4 and recordkeeping penalties]; Wage Order No. 4, 12, CCR § 11040); (2) unlawful
5 business practices (Business & Professions Code §§ 17200 *et seq.*) and attorneys'
6 fees and costs pursuant to Code of Civil Procedure § 1021.5, Labor Code § 226(e)
7 and 2699(g)(1), and/or other applicable law.

8 (Settlement, § 6.2, subd. (a).)

9 Nurse Practitioner Subclass. As of the date of the Judgment, all participating
10 Nurse Practitioner Subclass Members, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, shall fully and finally release the Released
13 Parties of the Nurse Practitioner Subclass Released Claims. The Nurse
14 Practitioner Subclass Released Claims are specifically limited to claims arising
15 from conduct at CareNow Urgent Care clinics throughout the state of California
16 and include all claims asserted in the Action by Nurse Practitioner Subclass
17 Members, and all claims alleged, arising from or related to the facts and claims
18 alleged in the Action or LWDA Letter by Nurse Practitioner Subclass Members,
19 or that could have been raised in the Action or LWDA Letter based on the facts
20 and claims alleged by Nurse Practitioner Subclass Members, as amended
21 regardless of whether such claims arise under federal (including FLSA 29 U.S.C.
22 § 201 *et seq.*), state and/or local law, statute, ordinance, regulation, common law,
23 or other source of law. The Nurse Practitioner Subclass Released Claims
24 specifically include (1) failure to pay overtime wages (Labor Code §§ 510 &
25 1194; Wage Order No. 4), as well as claims for unpaid wages, including failure to
26 pay minimum wages, straight time compensation, double-time compensation and
27 interest, and the calculation of the regular rate of pay; (2) breach of contract; (3)
28 failure to provide off-duty meal periods (Labor Code § 226.7, 512, 218.6; Wage

Order No. 4), as well as claims for wages, premiums, and any and all statutory remedies for missed, short, and/or late meal periods, and payment of meal period premiums at the regular rate of pay; (4) failure to authorize and permit rest periods (Labor Code §§ 226.7, 218.6; Wage Order No. 4), as well as claims for wages, premiums, and any and all statutory remedies for missed, short, and/or late rest periods, and payment of rest period premiums at the regular rate of pay; (5) failure to reimburse business expenses (Labor Code § 2802); (6) failure to furnish adequate wage statements (Labor Code § 226 (wage statement and recordkeeping penalties); Wage Order No. 4); (7) waiting time penalties (Labor Code §§ 201, 202, 6'4 203); (8) unlawful business practices (Business & Professions Code §§ 17200 *et seq.*) and attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 201, 218.5, 226(e), 2802, 2699(g)(1) and/or other applicable law.

(Settlement, § 6.2, subd. (b).)

Class Members, who consistent with the statute will not be able to opt out of the PAGA portion of the settlement, will release,

Wage Statement Aggrieved Employees. As of the date of the Judgment, Wage Statement Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the Wage Statement Aggrieved Employees' PAGA Claims. The Wage Statement Aggrieved Employees' PAGA Claims are specifically limited to claims arising from conduct at CareNow Urgent Care clinics throughout the state of California and include all claims asserted in the Action by Wage Statement Aggrieved Employees, and all claims arising from or related to the facts and claims alleged in the Action or LWDA Letter by Wage Statement Aggrieved Employees, or that could have been raised in the Action or LWDA Letter based on the facts and claims alleged by Wage Statement Aggrieved Employees, as amended. Wage

1 Statement Aggrieved Employees Released PAGA Claims include violations of
2 PAGA (Labor Code § 2698, *et seq.*, for violations of Labor Code § 226 and
3 attorneys' fees pursuant to Labor Code § 2699(g)(1)). Wage Statement Aggrieved
4 Employees' released PAGA Claims are limited to the PAGA Period
5 Nurse Practitioner Aggrieved Employees. As of the date of the Judgment, Nurse
6 Practitioner Aggrieved Employees on behalf of themselves and their respective
7 former and present representatives, agents, attorneys, heirs, administrators,
8 successors, and assigns, shall fully and finally release the Released Parties of the
9 Nurse Practitioner Aggrieved Employees' PAGA Claims. The Nurse Practitioner
10 Aggrieved Employees' PAGA Claims are specifically limited to claims arising
11 from conduct at CareNow Urgent Care clinics throughout the state of California
12 and include all claims asserted in the Action by Nurse Practitioner Aggrieved
13 Employees, and all claims arising from or related to the facts and claims alleged
14 in the Action or LWDA Letter by Nurse Practitioner Aggrieved Employees, or
15 that could have been raised in the Action or LWDA Letter based on the facts and
16 claims alleged by Nurse Practitioner Aggrieved Employees, as amended. Nurse
17 Practitioner Aggrieved Employees PAGA Claims include violations of PAGA
18 (Labor Code § 2698, *et seq.*, for violations of Labor Code §§ 201, 202, 203, 204,
19 210, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1194, 2800, 2802 and attorneys' fees
20 pursuant to Labor Code § 2699(g)(1)). Nurse Practitioner Aggrieved Employees'
21 released PAGA Claims are limited to the PAGA Period.

22 The notice period has now been completed. According to the declaration of case
23 manager Yami Burns, with settlement administrators Phoenix Settlement Administrators
24 (“Phoenix”), submitted in support of the instant motion, on June 24, 2024, Phoenix received
25 from Defendants class data files containing the name, last known mailing addresses, social
26 security numbers, number of relevant Pay Periods and PAGA Pay Periods worked, and whether
27 the individual is a Wage Statement Settlement Class Member and/or Nurse Practitioner Subclass
28 Member for each of the 121 Class Members. Phoenix processed the addresses it had against the

1 National Change of Address database to confirm, updated this information, and then mailed the
2 notice packet to Class Members on July 8, 2024. On October 8, 2024, due to an error regarding
3 the estimated payment on the Notice, Phoenix mailed a postcard via U.S. first class mail to all
4 Class Members reflecting the correct estimated amount.¹ As of the date of the declaration,
5 December 20, 2024, 4 notices have been returned to Phoenix, none of which included a
6 forwarding address. Phoenix performed a skip trace to locate a current mailing address and
7 located 4 updated addresses, to which the notices were re-mailed. At present there are no
8 undeliverable notices.

9 The deadline to submit a request for exclusion, objection or dispute regarding amount of
10 work weeks was September 6, 2024. As of the date of the declaration, Phoenix has not received
11 any disputes regarding the amount of work weeks, requests for exclusion or objections to the
12 settlement.

13 Consequently, there are 121 participating settlement class members, representing 100%
14 of the settlement class. Based on this number, Wage Statement Settlement Class Members (121
15 individuals) will receive an estimated average gross payment of \$166.67, with the estimated
16 highest payment being \$560.15. Nurse Practitioner Subclass Members (9 individuals) will
17 receive an estimated average gross payment of \$11,842.23, with the estimated highest payment
18 being \$39,217.53.

19 The Settlement also provides for administration costs to be paid to Phoenix in the amount
20 of \$6,500.00. The Court finds this amount to be reasonable for Phoenix's work in this matter,
21 thus, the amount is approved.

22 At the preliminary approval, the Court found that the proposed settlement provides a fair
23 and reasonable compromise to Plaintiff's claims, and that the PAGA settlement is genuine,
24 meaningful, and fair to those affected. It finds no reason to depart from these findings now,
25 especially considering that there are no objections. Therefore, the Court finds that the settlement
26 is fair and reasonable for the purposes of final approval.

27
28 ¹ On October 4, 2024, the parties submitted a stipulation agreeing to send a postcard
advising class members of their higher estimated settlement payments.

1 **III. Motion for Attorneys' Fees**

2 Plaintiff's counsel seeks a fee award of \$83,333.33, or one-third of the gross settlement
3 amount, which is not an uncommon contingency fee in a wage and hour class action. Plaintiff
4 also provides a total lodestar figure of \$180,045.00, which is based on 307.6 hours of work at
5 billing rates ranging from \$225 to \$925 per hour, resulting in a multiplier of 2.16. This is within
6 the range of multipliers that courts typically approve. (See *Wershba, supra*, 91 Cal.App.4th at p.
7 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; *Vizcaino v. Microsoft Corp.* (9th Cir.
8 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in
9 common fund cases and citing the court's own survey of large settlements funding a range of
10 0.6-19.6, with most (20 to 24, or 83%) from 1.0-4.0 and a bare majority (13 of 24, or 54%) in the
11 1.5-3.0 range"].)

12 "While the percentage method has been generally approved in common fund cases,
13 courts have sought to ensure the percentage fee is reasonable by refining the choice of a
14 percentage or by checking the percentage result against the lodestar-multiplier calculation."
15 (*Laffitte v. Robert Half Intern, Inc.* (2016) 1 Cal.5th 480, 495 (*Laffitte*).) Applying the latter
16 approach,

17 [T]he percentage-based fee will typically be larger than the lodestar based fee.

18 Assuming that one expects rough parity between the results of the percentage
19 method and the lodestar method, the difference between the two computed fees
20 will be attributable solely to a multiplier that has yet to be applied. Stated another
21 way, the ratio of the percentage-based fee to the lodestar-based fee implies a
22 multiplier, and that implied multiplier can be evaluated for reasonableness. If the
23 implied multiplier is reasonable, then the cross-check confirms the reasonableness
24 of the percentage-based fee; if the implied multiplier is unreasonable, the court
25 should revisit its assumptions.

26 (*Laffitte, supra*, 1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative of a*
27 *Lodestar Cross-check: Judicial Misgivings About "Reasonable Percentage" Fees in Common*
28 *Fund Cases* (2005) 18 Geo. J. Legal Ethics 1453, 1463.) As described by the California

1 Supreme Court, “[i]f the multiplier calculated by means of a lodestar crosscheck is
2 extraordinarily high or low, the trial court should consider whether the percentage used should be
3 adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not
4 necessarily required to make such an adjustment.” (*Laffitte, supra*, 1 Cal.5th at 505.)

5 Here, the multiplier sought by Plaintiff’s counsel is well within the range of modifiers
6 typically approved by courts and is supported by the percentage cross-check, thus, the court finds
7 counsel’s request fee award is reasonable.

8 Plaintiff’s counsel also seeks \$13,086.59 in litigation costs, which is lower than the
9 \$20,000.00 allowed for in the Settlement. Based on the information contained in Plaintiff’s
10 counsels’ declarations, this amount is reasonable and thus, it is approved.

11 Plaintiff requests a service payment in the amount of \$10,000. To support this request,
12 Plaintiff submits a declaration in which she describes her efforts in this action. Plaintiff states
13 she had at least 30 phone calls with her lawyers over the past three and a half years to be advised
14 of the progress of the case, assist with case strategies, and provide information. (Roper Decl., ¶
15 7.) She was actively involved in the preparation for mediation and settlement negotiations.
16 (Roper Decl., ¶¶ 9-10.) She spoke with a class member about the case after the class notice was
17 mailed out and she assisted counsel in discovering the error in the original class notice. (Roper
18 Decl., ¶¶ 15-16.) She states she spent approximately 55 hours working on this case.
19 Furthermore, Plaintiff states she had to weight the impact that participating in the action would
20 have on her reputation and future employment opportunities. (Roper Decl., ¶ 6; See *Covillo v.*
21 *Specialty’s Café* (N.D.Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29 [incentive awards are
22 particularly appropriate where a plaintiff undertakes a significant “reputational risk” in bringing
23 an action against an employer].) The Court finds that Plaintiff is entitled to the award and the
24 amount requested is reasonable and thus, the request is approved.

25 **IV. CONCLUSION**

26 In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND
27 DECREED THAT:

1 Plaintiff's motion for final approval and for fees, costs, and class representative service
2 award is GRANTED. The following class and subclass are certified for settlement purposes
3 only:

4 All current and former employees who were employed by Defendants at CareNow
5 Urgent Care clinics throughout the state of California beginning August 27, 2020 to May
6 24, 2020.

7
8 All current and former employees whom Defendants employed to work as a Nurse
9 Practitioner at CareNow Urgent Care clinics in California beginning August 24, 2020 to
10 May 24, 2020.

11 Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc.,
12 § 668.5.) Plaintiff and the members of the Class/Subclass will take from the FAC only the relief
13 set forth in the settlement agreement and this order and judgment. Pursuant to Rule 3.769(h) of
14 the California Rules of Court, the Court will retain jurisdiction over the parties to enforce the
15 terms of the settlement agreement and the final order and judgment.

16 The Court sets a compliance hearing for **September 18, 2025 at 2:30 P.M.** in
17 Department 7. At least ten court days before the hearing, class counsel and the
18 settlement administrator shall submit a summary accounting of the net settlement fund
19 identifying distributions made as ordered herein; the number and value of any uncashed checks;
20 amounts remitted pursuant to Code of Civil Procedure section 384, subdivision (b); the status of
21 any unresolved issues; and any other matters appropriate to bring to the Court's attention.
22 Counsel shall also submit an amended judgment as described in Code of Civil Procedure section
23 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

24 **IT IS SO ORDERED.**

25
26 Date: January 24, 2025



CHARLES F. ADAMS
Judge of the Superior Court