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Attorneys for Plaintiff

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

VANESSA MURILLO, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

SAN BERNARDINO MEDICAL
ORTHOPAEDIC GROUP, INC. DBA
ARROWHEAD ORTHOPAEDICS, a California
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2128071

CLASS ACTION

*[Assigned for all purposes to Judge David
Cohn, Dept. S-26]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with Memorandum of Points and
Authorities, the Declarations of Vanessa
Murillo, Justin F. Marquez, and Stephen
Gomez]*

FINAL APPROVAL HEARING

Date: November 18, 2022

Time: 10:00 a.m.

Dept: S-26

1 On July 20, 2022, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Vanessa Murillo now seeks an order granting final approval of the
3 Stipulation of Settlement ("Settlement"), attached to the Declaration of Justin F. Marquez in
4 Support of Plaintiff's Motion for Final Approval of Class Action Settlement as Exhibit 1.

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

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

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

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
15 Settlement Class Members, and Defendant San Bernardino Medical Orthopaedic Group, Inc.
16 dba Arrowhead Orthopaedics ("Defendant").

17 3. The Court finds on a preliminary basis that the Settlement Agreement appears to
18 be fair, adequate, and reasonable and therefore meets the requirements for final approval. The
19 Court grants final approval of the Settlement and the Settlement Class based upon the terms set
20 forth in the Settlement Agreement between Plaintiff Vanessa Murillo and Defendant San
21 Bernardino Medical Orthopaedic Group, Inc. dba Arrowhead Orthopaedics ("Defendant"),
22 attached to the Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Final
23 Approval of Class Action Settlement as **Exhibit 1**.

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

27 5. Plaintiff and all Settlement Class Members, ("Participating Class Members"), shall
28 have, by operation of this Final Order and Judgment, fully, finally, and forever released,

1 relinquished, and discharged Defendants from all Released Claims as defined in the Settlement.

2 6. The Released Claims mean all known and unknown claims, rights, demands,
3 liabilities, and causes of action that were alleged or that could have been alleged based on the facts
4 of the complaints filed in the matter, including but not limited to wage and hour claims for any and
5 all violations of California's Labor Code, Unfair Competition Law, applicable IWC Wage Orders,
6 or any other statute, rule, or regulation governing hours and wages, based on claims that include
7 but is not limited to unpaid minimum wages, straight time wages, overtime wages, double-time
8 wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely
9 pay all wages due during and at the end of employment, failure to furnish accurate, itemized wage
10 statements, failure to maintain accurate payroll records, failure to reimburse business expenses,
11 unfair or unlawful business practices, civil penalties under California's Private Attorneys General
12 Act of 2004, interest, attorney's fees, and any other alleged wage/hour violations or other claims
13 that were or could have been asserted based on the facts alleged in the Litigation.

14 7. The Released Parties mean Defendants and its past, present and/or future, direct
15 and/or indirect, owners, officers, directors, employees, representatives, administrators, attorneys,
16 agents, parent companies, subsidiaries and affiliated corporations and entities, consultants,
17 shareholders, joint ventures, predecessors, successors, assigns, divisions, affiliates, trustees,
18 fiduciaries, subrogees, executors, partners, joint employers, insurers, and related corporations.

19 8. As of the Effective Final Settlement Date, all members of the Settlement Class,
20 except those that make a valid and timely request to be excluded from the Settlement Class and
21 Settlement, waive, release, discharge, and promise never to assert in any forum or otherwise make
22 a claim against any of the Released Parties for any of the Released Claims arising during the
23 Settlement Period, including the following claims: 1) all claims, under any legal theory of liability,
24 for the failure to pay overtime or double time wages owed pursuant to California Labor Code §§
25 204, 510, 1194, and 1198, the IWC Wage Orders or any comparable federal statute under any
26 theory of liability; 2) all claims, under any legal theory of liability, for the failure to pay all wages
27 of any kind, including any minimum wage or straight time wages, owed pursuant to California
28 Labor Code §§ 204, 510, 1194, 1194.2, and 1198, the IWC Wage Orders, or any comparable federal

1 statute under any theory of liability; 3) all claims, under any legal theory of liability, for failure to
2 provide meal periods pursuant to California Labor Code §§ 226.7 and 512, and the IWC Wage
3 Orders; 4) all claims, under any legal theory of liability, for the failure to provide rest periods
4 pursuant to California Labor Code § 226.7 and the IWC Wage Orders; 5) all claims, under any
5 legal theory of liability, for the failure to properly calculate any premiums owed and/or paid
6 pursuant to California Labor Code § 226.7(b); 6) all claims, under any legal theory of liability, for
7 violation of Business & Professions Code §§ 17200, et seq.; 7) all claims, under any legal theory
8 of liability, for penalties pursuant to PAGA (Labor Code §§ 2698 et seq.); 8) all claims, under any
9 legal theory of liability, for any penalties of any kind arising from an alleged failure to pay final
10 wages or other amounts allegedly owed to Class Members pursuant to California Labor Code §§
11 201-203; 9) all claims, under any legal theory of liability, for any penalties of any kind arising
12 from an alleged wage statement violations pursuant to California Labor Code §§ 226 and 1174.5;
13 and 10) all claims, under any legal theory of liability, for any penalties or any another amounts that
14 could be potentially owed to Class Members arising out of and/or related to the allegations in the
15 Lawsuit arising during the Settlement Period, including penalties owed pursuant to California
16 Labor Code §§ 210, 226.3, 558, and 1197.1.

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

19 10. Solely for purposes of effectuating the settlement, the Court finally certified the
20 following Class: "All persons who worked for any Defendant in California as an hourly-paid or
21 non-exempt employee during the Settlement Period."

22 11. The Settlement Period means the period from April 5, 2017 through June 18,
23 2022. No Class Members have objected to the terms of the Settlement.

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

1 13. The Court finds the Settlement Amount, the Net Settlement Amount, and the
2 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
3 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
4 Payments to the Participating Class Members in accordance with the terms of the Joint Stipulation.

5 14. Defendant shall pay a total of \$1,500,000.00 to resolve this litigation.

6 15. From the Settlement Amount, \$ 22,500.00 shall be paid to the California Labor and
7 Workforce Development Agency, representing 75% of the penalties awarded under the terms of
8 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act
9 of 2004, California Labor Code section 2698, *et seq.*

10 16. From the Settlement Amount, \$10,000.00 shall be paid to the named Plaintiff for
11 her service as a class representative and for his agreement to release claims.

12 17. From the Settlement Amount, \$9,995.00 shall be paid to the Settlement
13 Administrator, Phoenix Class Action Administration Solutions.

14 18. The Court hereby confirms Justin F. Marquez, Christina M. Le, and Arsiné
15 Grigoryan of Wilshire Law Firm, PLC as Class Counsel.

16 19. From the Settlement Amount, Class Counsel is awarded \$500,000.00 for their
17 reasonable attorneys' fees and up to \$25,000.00 for their reasonable costs incurred in the Action.
18 The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court
19 finds that the fees are reasonable in light of the benefit provided to the Class.

20 20. Notice of entry of this Final Approval Order and Judgment shall be given to Class
21 Members by posting a copy of the Final Approval Order and the Judgment on Phoenix Class Action
22 Administration Solutions' website for a period of at least sixty (60) calendar days after the date of
23 entry of this Final Approval Order and Judgment.

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

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

IT IS SO ORDERED.

DATE:

Hon. David Cohn
San Bernardino County Superior Court

PROOF OF SERVICE

Murillo v. San Bernardino Medical Orthopedic Group, Inc., et al.
CIVSB2128071

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **October 26, 2022**, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Joshua Carlon (SBN 263838)
joshua.carlon@lewisbrisbois.com
Robert Walker (SBN 254337)
Robert.Walker@lewisbrisbois.com

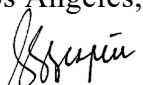
LEWIS BRISBOIS
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071
Telephone: (213) 281-5235
Fax: (213) 250-7900

Attorneys for Defendant,
San Bernardino Medical Orthopedic Group, Inc.

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site
- (X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **October 26, 2022**, at Los Angeles, California.



Sandy S. Sespene