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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 07/17/2023
By Deputy: Conder, Perla

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF MONTEREY**
17

18 LORENA RAMIREZ, on behalf of herself
19 and all similarly aggrieved employees,

20 Plaintiff,

21 v.

22 COVENANT SURGICAL PARTNERS,
23 INC.; SALINAS ENDOSCOPY CENTER,
24 LLC; AND DOES 1 through 50, inclusive,

25 Defendants.

Case No.: 22CV000081

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

26 ~~PROPOSED~~ **ORDER GRANTING**
27 **PLAINTIFF'S MOTION FOR**
28 **PRELIMINARY APPROVAL OF CLASS**
ACTION SETTLEMENT

Date: July 14, 2023

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: January 10, 2022

Trial Date: None

1 Plaintiff Lorena Ramirez’s (“Plaintiff”) application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on June 21, 2023, and a hearing
3 was held before this Court on July 14, 2023. Plaintiff and Defendants Covenant Surgical
4 Partners, Inc. and Salinas Endoscopy Center, LLC (“Defendants”) appeared through their
5 respective counsel of record.

6 The Court has considered the Joint Stipulation of Class and Representative Action
7 Settlement (“Agreement” or “Settlement Agreement”) and all other papers filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiff and Defendants filed herewith. The Settlement Agreement appears to be fair, adequate,
11 and reasonable to the Class;

12 2. The Class Representative and Defendants (hereafter, the “Parties”), through their
13 counsel of record in the Action, have reached an agreement to settle all claims in the Action on
14 behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

15 3. The Court hereby conditionally certifies the following Class for settlement
16 purposes only: all non-exempt employees who are or previously were employed by Covenant
17 Surgical Partners, Inc. and/or Salinas Endoscopy Center, LLC in California during the period of
18 January 10, 2018 through February 1, 2023.

19 4. Should for whatever reason the Settlement Agreement not become Final, the fact
20 that the Parties were willing to stipulate to certification of a class as part of the Settlement
21 Agreement shall have no bearing on, or be admissible in connection with, the Action or the issue
22 of whether a class should be certified in a non-settlement context.

23 5. The Court appoints and designates: (a) Plaintiffs Lorena Ramirez and Teresa
24 Martinez as the Class Representatives and (b) B. James Fitzpatrick and Alison Baker of
25 Fitzpatrick & Swanston, and Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of
26 Diversity Law Group, P.C., be appointed as Class Counsel. Class Counsel is authorized to act on
27 behalf of the Class with respect to all acts or consents required by, or which may be given,
28 pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the

1 Settlement Agreement and its terms. Any Class Member may enter an appearance through his or
2 her own counsel at such Class Member's own expense. Any Class Member who does not enter
3 an appearance or appear on his or her own behalf will be represented by Class Counsel.

4 6. The Court hereby approves the terms and conditions provided for in the
5 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
6 falls within the range of reasonableness of a settlement, and appears to be presumptively valid,
7 subject only to any objections that may be raised at the final fairness hearing and final approval
8 by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate,
9 and reasonable as to all potential Class Members when balanced against the probable outcome of
10 further litigation relating to liability and damages issues. It also appears that investigation,
11 research, and court proceedings have been conducted so that counsel for the Parties are able to
12 reasonably evaluate their respective positions. It appears to the Court that settlement at this time
13 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
14 would be presented by the further prosecution of the Action. It also appears that settlement has
15 been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

16 7. A Final Fairness and Final Approval Hearing on the question of whether the
17 proposed Settlement Agreement, the allocation of payments to Settlement Class Members,
18 attorneys' fees and costs to Class Counsel, settlement administration costs, and the Class
19 Representative Payment should be finally approved as fair, reasonable, and adequate as to the
20 members of the Class is hereby set for December 8, 2023 at 8:30 in this Court.

21 8. The Court hereby approves, as to form and content, the Notice of Proposed Class
22 Action Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A**
23 to the Settlement Agreement. The Court finds that distribution of the Class Notice to Class
24 Members substantially in the manner and form set forth in the Settlement Agreement and this
25 Order meets the requirements of due process and shall constitute due and sufficient notice to all
26 parties entitled thereto.

27 9. The Court appoints and designates CPT Group as the Settlement Administrator.
28 The Court hereby directs the Settlement Administrator to provide the approved Class Notice to

1 Class Members using the procedures set forth in the Settlement Agreement.

2 10. Any Class Member may choose to opt out of and be excluded from the settlement
3 as provided in the Settlement Agreement and Class Notice and by following the instructions to
4 request exclusion. Provided, however, that no Class Member may opt out of or be excluded from
5 participating in the settlement of the Released PAGA Claims.

6 11. Any person who timely and properly opts out of the settlement will not be bound
7 by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any opt
8 out request must be in writing and signed by each such Class Member opting out and must
9 otherwise comply with the requirements delineated in the Class Notice. Class Members who
10 have not requested exclusion by submitting a valid and timely opt out request, by the opt out
11 deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
12 Judgment.

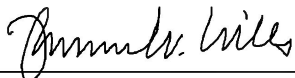
13 12. Any Class Member may object to the Settlement Agreement or express his or her
14 views regarding the Settlement Agreement, and may present evidence and file briefs or other
15 papers that may be proper and relevant to the issues to be heard and determined by the Court as
16 provided in the Class Notice.

17 13. The Motion for Final Approval shall be filed by the Class Representative no later
18 than sixteen (16) court days before the Final Fairness and Final Approval Hearing.

19 14. The Court reserves the right to adjourn or continue the date of the Final Fairness
20 and Final Approval Hearing and all dates provided for in the Settlement Agreement without
21 further notice to the Class, and retains jurisdiction to consider all further applications arising out
22 of or connected with the Class Settlement Agreement.

23 IT IS SO ORDERED. IN 22CV000081

24
25 DATED: July 14, 2023



HON. THOMAS W. WILLS
SUPERIOR COURT OF CALIFORNIA