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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

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

Plaintiff,

v.

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

Defendants.

Case No.: 22CV000081

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

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

Date: December 8, 2023

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: January 10, 2022

Trial Date: None

1 Plaintiffs Lorena Ramirez and Teresa Martinez (“Plaintiffs” or “Class Representatives”)
2 and Defendants Covenant Surgical Partners, Inc. and Salinas Endoscopy Center, LLC
3 (“Defendants”) have entered into the Joint Stipulation of Class and Representative Action
4 Settlement (“Agreement” or “Settlement Agreement”) to settle the above-captioned class action
5 subject to the Court’s approval (the “Settlement”). This matter is now before the Court on
6 Plaintiffs’ Motion for Final Approval of Class Action Settlement. The Court has read, heard, and
7 considered all the pleadings and documents submitted, and the presentations made in connection
8 with the Motion which came on for hearing on December 8, 2023.

9 Due and adequate notice having been given to the Class, and the Court having reviewed
10 and considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of
11 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
12 proceedings had herein, and the absence of any written objections received regarding the
13 proposed Settlement, and having reviewed the record in this action, and good cause appearing
14 therefor, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

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

17 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
18 Settlement Class Members, Aggrieved Employees, and Defendants.

19 3. The Court finds that the Settlement appears to have been made and entered into
20 in good faith and hereby approves the Settlement.

21 4. “Settlement Class Members” means all non-exempt employees who are or
22 previously were employed by Covenant Surgical Partners, Inc. and/or Salinas Endoscopy
23 Center, LLC in California during the period of January 10, 2018, through February 1, 2023,
24 who do not opt out of the Settlement. Two Class Members have requested exclusion from the
25 Settlement.

26 5. “Aggrieved Employees” means all non-exempt employees who are or
27 previously were employed by Covenant Surgical Partners, Inc. and/or Salinas Endoscopy
28 Center, LLC in California during the period of January 10, 2021 through February 1, 2023.

1 6. The “Released Parties” means Defendants, and their parents, predecessors,
2 successors, subsidiaries, affiliates, partners, and trusts, and all of its employees, officers,
3 agents, attorneys, stockholders, fiduciaries, clients, other service providers, and assigns.

4 7. Plaintiffs and Settlement Class Members, shall have, by operation of this Final
5 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Released
6 Parties from all Released Class Claims, as defined in the Settlement.

7 8. Plaintiffs and Aggrieved Employees, shall have, by operation of this Final Order
8 and Judgment, fully, finally, and forever released, relinquished, and discharged Released
9 Parties from all Released PAGA Claims, as defined in the Settlement.

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

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

17 11. The Court finds the Gross Settlement Amount and the methodology used to
18 calculate and pay each payment are fair and reasonable. The Court authorizes the Settlement
19 Administrator to pay the Settlement Class Members and Aggrieved Employees in accordance
20 with the terms of the Settlement.

21 12. Defendants shall pay the total Gross Settlement Amount of One Million Seven
22 Hundred Fifty Thousand Dollars (\$1,750,000.00) to resolve the Action. Within thirty calendar
23 days from the date of this Order, Defendants shall deposit the Gross Settlement Amount and
24 employer taxes through the Settlement Administrator. Thereafter, compensation to the
25 Settlement Class Members and Aggrieved Employees shall be disbursed pursuant to the terms
26 of the Settlement (i.e., within fifteen (15) calendar days of funding).

27 13. From the Gross Settlement Amount, Thirty-Seven Thousand Five Hundred
28 Dollars (\$37,500.00) shall be paid to the California Labor and Workforce Development

Agency, representing 75% of the civil penalties awarded under the terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

14. From the Gross Settlement Amount, Twelve Thousand Five Hundred Dollars (\$12,500.00) shall be distributed to Aggrieved Employees, representing 25% of the civil penalties awarded under the terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

15. From the Gross Settlement Amount, Plaintiffs shall be paid Five Thousand Dollars (\$5,000.00) each (*i.e.* Ten Thousand Dollars) for their service as a class representative and for their agreement to a general release of claims.

16. From the Gross Settlement Amount, Ten Thousand Dollars (\$10,000.00) shall be paid to the Settlement Administrator, CPT Group.

17. The Court hereby confirms B. James Fitzpatrick and Laura F. Franklin of Fitzpatrick & Swanston, and Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity Law Group, P.C. as Class Counsel.

18. From the Gross Settlement Amount, Class Counsel is awarded Five Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$583,333.33), for their reasonable attorneys' fees and Nineteen Thousand Six Hundred Fifty Dollars and Seventy Cents (\$19,650.70) 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.

21. The Parties shall bear their own respective attorneys' fees and costs, except as

1 otherwise provided for in the Settlement and approved by the Court.

2 22. A Final Accounting Hearing is set for _____, 2024 at ____ a.m.
3 The Settlement Administrator is to file a declaration no later than _____ days in advance
4 to confirm that the distribution of funds is complete, including any distribution to the *cy pres*
5 recipients, Legal Aid at Work and California Rural Legal Assistance, Inc., per the Settlement
6 Agreement

7 IT IS SO ORDERED AND ADJUDGED.

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9 DATED: _____

10 HON.THOMAS W. WILLS
11 SUPERIOR COURT OF CALIFORNIA
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