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11 Attorneys for Plaintiffs
12 KASSANDRA DUENAS, TAMMY BIBIAN,
13 and MANILOU REDOR, individually,
14 and on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

12 KASSANDRA DUENAS, an individual;
13 OSCAR BADILLO, an individual;
14 TAMMY BIBIAN, an individual;
15 MANILOU REDOR, an individual, on
16 behalf of themselves and all others
17 similarly situated,

18 Plaintiffs,

19 vs.

20 EXER MEDICAL CORPORATION, a
21 California corporation; ROTH STAFFING
22 COMPANIES, L.P., a California limited
23 partnership; and DOES 1 through 50,
24 inclusive,

25 Defendants

CASE NO. 22STCV15064

[Assigned for All Purposes to Hon. Stuart M.
Rice, Dept. 1]

**NOTICE OF ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Action Filed: May 5, 2022
Trial Date: None Set

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, on August 15, 2025, the Court in the above-entitled matter issued an Order and Judgment Granting Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement ("Order"). A true and correct copy of the Court's Order is attached hereto as **Exhibit A.**

DATED: August 21, 2025

MATERN LAW GROUP, PC

By: 
MATTHEW J. MATERN
MATTHEW W. GORDON
KASSANDRA DUENAS, TAMMY BIBIAN,
and MANILOU REDOR, individually, and on
behalf of all other persons similarly situated

EXHIBIT A

Electronically Received 07/24/2025 03:17 PM

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7 and MANILOU REDOR

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
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12 KASSANDRA DUENAS, an individual,
OSCAR BADILLO, an individual; TAMMY
13 BIBIAN, an individual; MANILOU REDOR,
an individual, on behalf of themselves and all
14 others similarly situated

15 Plaintiffs,

16 vs.

17 EXER MEDICAL CORPORATION, a
California corporation; ROTH STAFFING
18 COMPANIES, L.P., a California limited
partnership; and DOES 1 through 50, inclusive,
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20 Defendants.
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FILED
Superior Court of California
County of Los Angeles

08/15/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

CASE NO.: 22STCV15064

Related: Case No. 22STCV24297
Case No. 22STCV24333

CLASS ACTION

[Assigned for all purposes to the
Honorable Theresa M. Traber, Dept. SSC-1]

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

Hearing Date: August 15, 2025
Hearing Time: 10:30 a.m.
Department: SSC-1

Action Filed: May 5, 2022
Trial Date: None Set

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1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement.
2. The Court finds that the Settlement was made and entered into in good faith and hereby approves the Settlement as fair, adequate and reasonable to all Class Members.
3. Solely for purposes of effectuating the Settlement, the Court has certified a Class defined as:

All current and former non-exempt or hourly-paid employees of Defendant Exer Medical Corporation in California from May 18, 2020 through January 31, 2024 (the “Class Period”).
4. In accordance with the Settlement Agreement, Judgment shall be entered in this Action in the amount of \$1,116,000.00 plus Defendant’s share of payroll taxes and withholdings which shall be paid separately from and in addition to this Gross Settlement Amount.
5. The Court approves attorneys’ fees to Class Counsel in the amount of one-third of the Gross Settlement Amount, i.e., \$372,000.00, and litigation costs in the amount of \$34,436.85.
6. The Court approves the PAGA Penalties of \$220,000.00 with 75% payable to the Labor and Workforce Development Agency (“LWDA”) and 25% disbursed among the Aggrieved Employees.
7. The Court approves Class Representative Service Payments to Plaintiffs Duenas and Sherline in the amount of \$7,500.00 and Class Representative Service Payments to Plaintiffs Redor and Bibian in the amount of \$5,000.00.

1 8. The Court approves the Administrative Costs to CPT Group, Inc. in the amount of
2 \$13,500.00.

3 9. The Class Notice provided to the Class Members conforms with the requirements
4 of Code of Civil Procedure section 382, Civil Code section 1781, California Rules of Court, rules
5 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
6 constitutes the best notice practicable under the circumstances, by providing individual notice to
7 all Class Members who could be identified through reasonable effort, and by providing due and
8 adequate notice of the proceedings and of the matters set forth therein. The Class Notice fully
9 satisfies the requirements of due process.

10 10. The Court finds that zero (0) Class Members have objected to the Settlement.

11 11. The Court finds that zero (0) Class Members have submitted requests for exclusion.

12 12. Defendant shall fully fund the Gross Settlement Amount, and also fund the
13 amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
14 Administrator no later than 30 days after the Effective Date. The Effective Date means the date by
15 in which the latter of the following has occurred: (a) the date of the Court's final approval of the
16 settlement if no objections to the class action settlement by or on behalf of Class Members have
17 been made and not withdrawn; (b) the date when the time for appeal has expired if an objection
18 has been made and no appeal has been filed or withdrawn; or (c) the date of when the final
19 resolution of any appeal that has been filed.

20 13. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the
21 Settlement Administrator shall disburse the following amounts from the Gross Settlement Amount
22 of \$1,116,000.00:

- 23 a. \$372,000.00 for attorneys' fees (one-third of the Gross Settlement Amount),
24 \$186,000.00 payable to Matern Law Group, PC and \$186,000.00 payable to
25 Lawyers for Justice, PC;
26 b. \$30,124.39 for litigation costs payable to Matern Law Group, PC;
27 c. \$4,312.46 for litigation costs payable to Lawyers for Justice, PC;
28 d. \$165,000.00 (75% of \$220,000.00 PAGA Payment) payable to the LWDA;

- 1 e. \$7,500.00 payable to Plaintiff Duenas as a Class Representative Service
2 Payment;
3 f. \$7,500.00 payable to Plaintiff Sherline as a Class Representative Service
4 Payment;
5 g. \$5,000.00 payable to Plaintiff Redor as a Class Representative Service
6 Payment;
7 h. \$5,000.00 payable to Plaintiff Bibian as a Class Representative Service
8 Payment;
9 i. \$13,500.00 payable to CPT Group, Inc. for administrative expenses; and
10 j. The remaining amounts shall be distributed as set forth in the Settlement
11 Agreement.

12 14. After 180 days from the mailing, the amount of any Individual Class Payment and
13 Individual PAGA Payment check that has not been cashed will be transmitted by the Settlement
14 Administrator to the California Controller's Office Unclaimed Property Fund.

15 15. Effective on the date when Defendant fully funds the entire Gross Settlement
16 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
17 Payments, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims
18 against all Released Parties as follows:

19 Plaintiffs and their respective former and present spouses, representatives, agents,
20 attorneys, heirs, administrators, successors, and assigns generally, release and
21 discharge the Released Parties from all claims, transactions, or occurrences that
22 occurred during the Class Period, including, but not limited to: (a) all claims that
23 were, or reasonably could have been, alleged, based on the facts contained, in the
24 Operative Complaints and (b) all PAGA claims that were, or reasonably could have
25 been, alleged based on facts contained in the Operative Complaints, Plaintiffs'
26 PAGA Notice, or ascertained in the course of the Action including any and all
27 failure to provide rest periods, failure to provide meal periods, failure to pay
28 overtime, failure to pay minimum wages, failure to pay all wages due to discharged
and quitting employees, failure to maintain required records, failure to maintain
accurate itemized wage records, failure to indemnify employees for necessary
expenditures incurred in discharge of duties, and unfair and unlawful business
practices claims ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any
claims or actions to enforce this Agreement, or to any claims for vested benefits,
unemployment benefits, disability benefits, social security benefits, workers'
compensation benefits that arose at any time, or based on occurrences outside the

1 Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law
2 different from, or in addition to, the facts or law that Plaintiffs now know or believe
3 to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain
4 effective in all respects, notwithstanding such different or additional facts or
5 Plaintiffs' discovery of them.

6 Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of
7 section 1542 of the California Civil Code.

8 All Participating Class Members who have not opted out of the class action portion of the
9 settlement will release and discharge the Released Parties from all claims, demands,
10 rights, liabilities and causes of action that were pled in any of the Complaints in the
11 Actions, or which could have been pled in any of the Complaints in the Actions based on
12 the factual allegations therein, that arose during the Class Period with respect to the
13 following claims: (a) failure to pay all wages owed; (b) failure to pay all overtime wages
14 owed; (c) failure to provide meal periods, or premium pay for non-compliant meal
15 periods; (d) failure to authorize and permit rest periods, or premium pay for non-
16 complaint rest periods; (e) failure to provide accurate, itemized wage statements; (f)
17 failure to timely pay wages, including during employment and upon separation of
18 employment; (g) failure to maintain requisite payroll records; (h) failure to reimburse
19 necessary business expenses; and (i) unfair business practices that could have been
20 premised on the facts, claims, causes of action or legal theories described above
21 ("Released Class Claims"). Participating Class members do not release any other claims,
22 including claims for vested benefits, wrongful termination, violation of the Fair
23 Employment and Housing Act, unemployment insurance, disability, social security,
24 workers' compensation, or claims based on facts occurring outside the Class Period.

25 The Aggrieved Employees will release and discharge the Released Parties from all claims,
26 demands, rights, liabilities, and causes of action for civil penalties under the Private
27 Attorneys General Act, California Labor Code section 2698, et seq., that were pled in the
28 Complaints in the Actions and Plaintiffs' PAGA Notice to the LWDA, that arose during
the PAGA Period, for the following: (a) failure to pay all wages owed; (b) failure to pay
all overtime wages owed; (c) failure to provide meal periods, or premium pay for non-
compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay
for non-complaint rest period; (e) failure to provide accurate, itemized wage statements;
(f) failure to timely pay wages, including during employment and upon separation of
employment; (g) failure to maintain requisite payroll records; and (h) failure to reimburse
necessary business expenses ("Released PAGA Claims").

16. The Pursuant to Cal. Rule of Court 3.769(h) and Code of Civil Procedure section
664.6, the Court retains jurisdiction over the Parties, all matters arising out of, or related to the
Action, the Settlement, the Settlement Agreement, its administration and consummation and the
determination of all controversies relating thereto, to enforce the terms of this Judgment.

1 17. The Settlement Administrator will post notice of this Judgment on its website
2 within 10 court days after entry of this Judgment.

3 18. This Judgment is intended to be a final disposition of the Action in its entirety, and
4 is intended to be immediately appealable.

5 A non-appearance case review is set for June 18, 2026, to review the final accounting
6 19. ~~A final accounting hearing is scheduled for _____ at _____. Class~~
report, summarizing all distributions made under the approved settlement.
Counsel shall file a final accounting report from the Administrator no later than June 11, 2026.

7 **IT IS SO ORDERED, ADJUDICATED, AND DECREED.**

8
9 DATED: 08/15/2025



HON. THERESA M. TRABER
Judge of the Superior Court

PROOF OF SERVICE

Duenas v. Exer Medical Corporation, et al.
Los Angeles County Superior Court Case No. 22STCV15064

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 2101 E. El Segundo Boulevard, Suite 403, El Segundo, California 90245.

On August 21, 2025, I served the following document or documents:

**NOTICE OF ORDER AND JUDGMENT GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

☒ **By electronic service.** Based upon a court order authorizing electronic service, I caused a true and correct copy of the document(s) to be electronically served on counsel of record listed below by transmission to Case Anywhere LLC.

Shaun J. Voigt, Esq. FISHER & PHILLIPS LLP 444 South Flower Street, Suite 1500 Los Angeles, California 90071 Telephone: (213) 330-4500 Facsimile: (213) 330-4501 Email: svoigt@fisherphillips.com	Attorneys for Defendant EXER MEDICAL CORPORATION
Shiva Shirazi Davoudian, Esq. LITTLER MENDELSON, P.C. 2049 Century Park East, 5th Floor Los Angeles, California 90067 Telephone: (310) 553-0308 Facsimile: (310) 553-5583 Email: sdavoudian@littler.com	Attorneys for Defendant ROTH STAFFING COMPANIES, L.P.

☒ **By electronic service.** I caused the documents to be electronically transmitted to the State of California Labor and Workforce Development Agency at <https://dir.govfa.net/433>. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California Labor and Workforce Development Agency / Department of Industrial Relations Website: https://dir.govfa.net/433	
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 21, 2025 at El Segundo, California.

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Carlos Salas
Carlos Salas