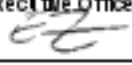


FILED
Superior Court of California
County of Alameda
10/28/2024
Clad Flake, Executive Officer / Clerk of the Court
By:  Deputy
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MARITZA GUTIERREZ and the Proposed Class

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

MARITZA GUTIERREZ, individually and
on behalf of other members of the general
public similarly situated,

Plaintiff,

v.

LA CLINICA DE LA RAZA, INC., a
California Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. RG19010781

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Hearing Information:

Date: October 10, 2024
Time: 10:00 am
Dept.: 23

1 This matter has come before the Honorable Michael Markman in Department 23 of the
2 Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612, on Plaintiff
3 Maritza Gutierrez’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
4 Settlement, Attorneys’ Fees, Costs, and Enhancement Payments (“Motion for Final Approval”).
5 Domb & Rauchwerger LLP and Lawyers for Justice, PC appeared on behalf of Plaintiff; Hanson
6 Bridgett LLP appeared on behalf of La Clinica de la Raza, Inc. (“Defendant”).

7 On May 24, 2024, the Court entered the Order Granting Preliminary Approval of Class
8 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving
9 the settlement of the above-entitled action (“Action”) in accordance with the Class Action and
10 PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which,
11 together with the exhibit annexed thereto, sets forth the terms and conditions for settlement of the
12 Action.

13 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 “All current and former hourly-paid or non-exempt employees whom La Clinica de
26 la Raza, Inc. employed within the State of California at any time during the period
from March 13, 2015 to December 17, 2023.”

27 4. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
28 Court Approval (“Class Notice”) that was provided to the Class Members, fully and accurately

1 informed the Class Members of all material elements of the Settlement and of their opportunity
2 to participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion
3 from the Class Settlement; was the best notice practicable under the circumstances; was valid and
4 provided sufficient notice to all Class Members; and complied fully with the laws of the State of
5 California, the United States Constitution, due process and other applicable law. The Class Notice
6 fairly and adequately described the Settlement and provided the Class Members with adequate
7 instructions and a variety of means to obtain additional information.

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
9 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
10 specifically, the Court finds that the Settlement was reached following meaningful investigation
11 conducted by Domb & Rauchwerger LLP and Lawyers *for* Justice, PC (“Class Counsel”); that
12 the Settlement is the result of serious, informed, adversarial, and arms-length negotiations
13 between the parties; and that the terms of the Settlement are in all respects fair, adequate, and
14 reasonable. In so finding, the Court has considered all of the evidence presented, including
15 evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of the
16 claims presented; the likely duration of further litigation; the amount offered in the Settlement;
17 the extent of investigation and discovery completed; and the experience and views of Class
18 Counsel. The Court has further considered the absence of objections to the Class Settlement
19 submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be
20 affected in accordance with the Settlement Agreement and the following terms and conditions.

21 6. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
23 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
24 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
25 submit a timely and valid Request for Exclusion (“Participating Class Members”) are bound by
26 the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”).
27 Furthermore, the State of California and all persons employed by Defendant in California and
28 classified as a non-exempt employee who worked for Defendant during the period from March 6,

1 2018 to December 17, 2023 (“Aggrieved Employees”) are bound by the PAGA Settlement and
2 this Final Approval Order and Judgment.

3 7. The Court finds that the settlement of the Released PAGA Claims for \$100,000.00,
4 which is designated and allocated as penalties under the California Private Attorneys General Act
5 of 2004 (“PAGA Payment”), is fair, reasonable, and appropriate, and hereby approved. The
6 Administrator shall distribute the PAGA Payment as follows: the amount of \$75,000.00 to the
7 California Labor and Workforce Development Agency, and the amount of \$25,000.00 to
8 Aggrieved Employees, in accordance with the terms and methodology set forth in the Settlement
9 Agreement.

10 8. The Court finds that payment of Administration Costs in the amount of \$26,710.64
11 is appropriate for the services performed and costs incurred and to be incurred for the notice and
12 settlement administration process. It is hereby ordered that the Administrator, Pheonix Settlement
13 Administrators, Inc., shall issue payment to itself in the amount of \$26,710.64, in accordance with
14 the terms and methodology set forth in the Settlement Agreement.

15 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
16 the work performed by Plaintiff on behalf of the Class, the State of California, and Aggrieved
17 Employees. It is hereby ordered that the Administrator issue payment in the amount of
18 \$10,000.00 to Plaintiff Maritza Gutierrez for her Enhancement Payment according to the terms
19 and methodology set forth in the Settlement Agreement.

20 10. The Court finds that the request for attorneys’ fees in the amount of \$1,925,000.00
21 to Class Counsel falls within the range of reasonableness, and the results achieved justify the
22 award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and
23 appropriate, and are hereby approved. It is hereby ordered that the Administrator issue payment
24 in the amount of \$1,925,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms
25 and methodology set forth in the Settlement Agreement.

26 11. The Court finds that reimbursement of litigation costs and expenses in the amount
27 of \$70,254.33 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
28 Administrator issue payment in the amount of \$70,254.33 to Class Counsel for reimbursement of

1 litigation costs and expenses, in accordance with the terms and methodology set forth in the
2 Settlement Agreement.

3 12. The Court finds that the remainder of the Gross Settlement Amount of
4 \$5,500,000.00, after subtracting the Administration Expense Payment; Class Representative
5 Service Payment; Class Counsel Fees Payment; Class Counsel Expenses Payment; and the PAGA
6 Payment, as stated above, shall become the Net Settlement Amount (“NSA”) of 3,368,035.03,
7 which is to be paid to Participating Class Members as Individual Class Payments, in accordance
8 with the terms and methodology set forth in the Settlement Agreement.

9 13. The Court hereby enters Judgment by which Participating Class Members shall be
10 conclusively determined to have given a release of any and all Released Class Claims against the
11 Released Parties, and Plaintiff, as agent and proxy of the LWDA, shall be conclusively determined
12 to have given a release of any and all Released PAGA Claims against the Released Parties, as set
13 forth in the Settlement Agreement and Class Notice.

14 14. It is hereby ordered that by August 29, 2025, Defendant shall transmit the Gross
15 Settlement Amount (i.e., \$5,500,000.00) by making a one-time deposit into the account
16 established by the Administrator for administration of the Settlement in accordance with the terms
17 and methodology set forth in the Settlement Agreement. If Defendant does not make this payment
18 by August 29, 2025, the Administrator shall, by September 1, 2025, contact Defense Counsel and
19 Class Counsel to advise whether Defendant has fully funded the Gross Settlement Amount and
20 its share of payroll taxes (as calculated by the Administrator). In the event the Administrator
21 reports that Defendant has not fully funded the Gross Settlement Amount or its share of payroll
22 taxes (as calculated by the Administrator), Defendant shall have until September 15, 2025, or
23 fourteen (14) calendar days from the date the Settlement Administrator informs the Parties of
24 missing funds, whichever is later, to transmit any remaining funds to the Administrator (“the
25 Grace Period”). If by the end of the Grace Period, Defendant has not fully funded the Gross
26 Settlement Amount or its share of payroll taxes (as calculated by the Administrator), the Gross
27 Settlement Amount will increase by an additional \$40,000.00 as a “Late Payment Penalty.” The
28 payment of any Late Payment Penalty shall not increase the PAGA Payment, the Class Counsel

1 Litigation Expenses Payment, the Class Representative Service Payment, or Administration
2 Costs, but shall become part of the Gross Settlement Amount and shall be paid out proportionately
3 to Class Counsel and the Participating Class Members.

4 15. It is hereby ordered that within fourteen (14) calendar days of the deposit of the
5 Gross Settlement Amount, the Administrator shall distribute Individual Settlement Payments to
6 the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees,
7 the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
8 Expense Payments, the Class Representative Service Payment, and the Administration Costs in
9 accordance with the terms and methodology set forth in the Settlement Agreement.

10 16. Individual Settlement Payment and Individual PAGA Payment checks shall be
11 valid and negotiable for a period of not less than one hundred and eighty (180) calendar days from
12 the date of issuance, and thereafter, the checks shall be cancelled.

13 17. The Court finds that Centro Legal de la Raza, currently located at 3400 E 12th St,
14 Oakland, CA 94601, is an appropriate nonprofit organization that supports projects that will
15 benefit the class or similarly situated persons, and which promotes the law consistent with the
16 objectives and purposes of the underlying causes of action in this matter pursuant to Code of Civil
17 Procedure Section 384, subd. (b). Therefore, the Court designates Centro Legal de la Raza as the
18 *cy pres* beneficiary of any uncashed or undeposited funds.

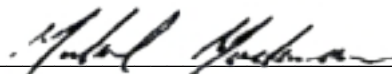
19 18. The Court sets a Case Review Hearing Re: Final Accounting and Distribution of
20 Residual Funds on April 9, 2026 at 10am in Department 23. The Parties are ordered to file
21 a Final Status Report no later than 10 days prior to the Case Review Hearing. At the Case Review
22 Hearing and following the receipt of the Final Status Report, the Court will amend the judgment
23 to direct the Administrator to pay the sum of the unpaid residue or unclaimed or abandoned class
24 member funds associated with Individual Settlement Payment and/or Individual PAGA Payment
25 checks that have not been cashed or deposited within the 180-day period, plus any interest that
26 has accrued thereon, to the *cy pres* beneficiary in accordance with Code of Civil Procedure
27 Section 384, subd. (b), thereby leaving no "unpaid residue" subject to the requirements of
28 California Code of Civil Procedure Section 384, subd. (b). Prior to transmitting the funds from

1 uncashed checks to the *cy pres* recipient, the Parties shall submit a stipulation and proposed order
2 to the Court complying with California Code of Civil Procedure section 384's amended
3 provisions as to *cy pres* beneficiaries.

4 19. After entry of this Final Approval Order and Judgment, pursuant to California
5 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement,
6 and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
7 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
8 any dispute arising from or in connection with the distribution of settlement benefits.

9 20. Notice of entry of this Final Approval Order and Judgment shall be given to the
10 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval
11 Order and Judgment on the Administrator's website for a period of at least sixty (60) calendar
12 days after the date of entry of this Final Approval Order and Judgment. Individualized notice is
13 not required.

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15 Dated: 10/28/2024
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18 HON. MICHAEL MARKMAN
19 JUDGE OF THE SUPERIOR COURT
20 **Michael Markman / Judge**
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