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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

KAYCIE CROSSLEY, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CEREBRAL MEDICAL GROUP, P.A., a
Professional Association; CEREBRAL
MEDICAL GROUP, A PROFESSIONAL
CORPORATION, a Professional Corporation,
and DOES 1 through 50, inclusive,

Defendants.

Case No. **CGC-22-599132**

[Consolidated with Case No. CGC-22-600627]

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: October 5, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer
Dept.: 302

Action Filed: April 11, 2022

Trial Date: Not set

On October 5, 2023, a hearing was held on the motion of Plaintiff Kaycie Crossley (“Plaintiff”) for final approval of the Class Action and PAGA Settlement Agreement (the “Agreement”) with Defendants Cerebral Medical Group, P.A. and Cerebral Medical Group, A Professional Corporation (“Defendants”) and payments to the Plaintiff, Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”) and the Administrator.

1 The parties have submitted their Agreement, which this Court preliminarily approved by
2 its May 31, 2023, order (“Preliminary Approval Order”). In accordance with the Preliminary
3 Approval Order, Class Members have been given notice of the terms of the Agreement and the
4 opportunity to comment on or object to it or to exclude themselves from its provisions.

5 Having received and considered the Settlement, the supporting papers filed by the parties,
6 and the evidence and argument received by the Court at the hearing before it entered the
7 Preliminary Approval Order and the final approval hearing on October 5, 2023, the Court grants
8 final approval of the Settlement, and HEREBY ORDERS as follows:

9 1. The certification of the Class is confirmed for the sole and exclusive purpose of
10 entering a settlement in this matter:

11 All individuals who work or previously worked for Defendants in California
12 and were classified as an independent contractor at any time during the
Class Period. The Class Period is April 11, 2018 through April 24, 2023.

13 2. The Administrator received zero (0) valid requests for exclusion from the Class.
14 As such, there are no individuals excluded from the Class.

15 3. The Court confirms the appointment of Plaintiff as the Class Representative, and
16 Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik; Nicholas J. De Blouw, Jeffrey
17 S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class
18 Counsel for the Class.

19 4. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class
20 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each
21 Class Member by first-class mail. These papers informed Class Members of the terms of the
22 Settlement, their right to receive an Individual Class Payment, their right to comment on or object
23 to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
24 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
25 final approval of the Settlement. Adequate periods of time were provided by each of these
26 procedures to provide notice of their rights and time for Class Members to act with respect to these
27 rights. No Class Members objected to the Settlement as part of this notice process or stated an
28 intent to appear at the final approval hearing.

1 5. The Court finds and determines that this notice procedure afforded adequate
2 protections to Class Members and provides the basis for the Court to make an informed decision
3 regarding approval of the Settlement based on the responses of Class Members. The Court finds
4 and determines that the Class Notice provided in this case was the best notice practicable and it
5 satisfied the requirements of law and due process.

6 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
7 determines that the proposed Class, as defined in the definitions section of the Agreement and
8 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby ordered
9 that the Class is finally approved and certified as a class for purposes of the Settlement.

10 7. The Court further finds and determines that the Gross Settlement Amount of One
11 Million Two Hundred Thousand Dollars (\$1,200,000) and the terms of the Settlement are fair,
12 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
13 not opted-out will be bound by the Settlement. Aggrieved Employees (as defined in the Agreement
14 as all individuals who work or previously worked for Defendants in California and classified as
15 an independent contractor at any time during the PAGA Period which is April 12, 2021 through
16 April 24, 2023) will be subject to the release of the Released PAGA Claims as set forth in the
17 Agreement, and will be sent an Individual PAGA Payment, regardless of whether they opt-out of
18 the Class. The Settlement is ordered finally approved, and all terms and provisions of the
19 Settlement should be and hereby are ordered to be consummated.

20 8. The Court finds and determines that the Individual Class Payments to be paid to
21 the Participating Class Members, as provided for by the Agreement, are fair and reasonable. The
22 Court hereby grants final approval to and orders the payment of those amounts to be made to the
23 Participating Class Members out of the Net Settlement Amount in accordance with the Agreement.

24 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
25 Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA,
26 on the date the parties filed the motion seeking approval of the Settlement with the Court, Plaintiff
27 served the LWDA with the motion which included a copy of the Agreement. The Court finds and
28 determines that the notice of the Settlement complied with the statutory requirements of PAGA.

1 10. The Court finds and determines that the resolution of the Released PAGA Claims
2 and the PAGA Penalties of Twenty-Five Thousand Dollars (\$25,000), which includes payment to
3 the LWDA of \$18,750 as its share of the settlement of civil penalties and the allocation of \$6,250
4 to the Aggrieved Employees, in this case is fair, reasonable, and appropriate. The Court hereby
5 grants approval of the resolution of the PAGA claims and orders that the PAGA Penalties be paid
6 out of the Gross Settlement Amount in accordance with the Agreement.

7 11. The Court finds and determines that the fees and expenses of ILYM Group in
8 administrating the settlement, in the amount of \$10,000, are fair and reasonable. The Court hereby
9 grants final approval to such amount and orders that the payment of approximately that amount be
10 paid out of the Gross Settlement Amount in accordance with the Agreement.

11 12. In addition to any recovery that Plaintiff may receive from the Net Settlement
12 Amount and PAGA Penalties, and in recognition of the Plaintiff's efforts on behalf of the Class,
13 and the risks she undertook, the Court hereby approves the payment of the Class Representative
14 Service Payment to Plaintiff in the amount of \$10,000. The Class Representative Service Payment
15 shall be paid from the Gross Settlement Amount.

16 13. Pursuant to the authorities and argument presented to the Court, the Court approves
17 the payment of attorneys' fees to Class Counsel in the sum of \$400,000, plus costs and expenses
18 in the amount of \$15,000. Said amount shall be paid from the Gross Settlement Amount.

19 14. The parties are hereby ordered to comply with the terms of the Settlement.

20 15. Without affecting the finality of this order in any way, pursuant to California Code
21 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
22 interpretation, administration, implementation, effectuation, and enforcement of this order and the
23 Settlement.

24 **IT IS SO ORDERED.**

25 Dated: _____

The Honorable Richard B. Ulmer Judge of
the Superior Court