

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE 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
Profesional 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]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: October 5, 2023

Hearing Time: 9:30 a.m.

*[Hearing scheduled by Order dated May 31, 2023
at paragraph 12]*

Judge: Hon. Richard B. Ulmer

Dept: 302

Action Filed: December 28, 2021

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on October 5, 2023, the Court entered the
3 Order Granting Motion for Final Approval and the Judgment in the above entitled action. A
4 true and correct copy of the Judgment is attached hereto as Exhibit #1. A true and correct
5 copy of the Order Granting Motion for Final Approval is attached hereto as Exhibit #2. The
6 Order and the Judgment are also served on the LWDA pursuant to the Proof of Service
7 below.

8 Respectfully submitted,

9 Dated: October 6, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiffs
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over
4 the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla,
5 California 92037.

6 On October 6, 2023, I served the document(s) described as:

7 **1. NOTICE OF ENTRY OF JUDGMENT**

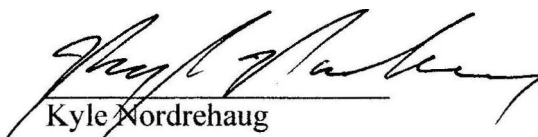
8 X **(BY ELECTRONIC SERVICE):** Pursuant to the provisions of CCP §1010.6, I provided
9 the documents referenced above electronically via electronic mail (e-mail) to counsel for
10 Defendant at the following confirmed e-mail addresses:

11 Sumy Kim
skim@ohaganmeyer.com
12 Berenice Barragan
bbarragan@ohaganmeyer.com
13 O'HAGAN MEYER
One Embarcadero Center, Suite 2100
14 San Francisco, CA 94111

15 X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the
16 Labor Workforce Development Agency via online process at the PAGA Filing website in
accordance with the procedure imposed by the LWDA.

17 X **(State):** I declare under penalty of perjury under the laws of the State of California that the
18 above is true and correct.

19 Executed on October 6, 2023, at La Jolla, California.

20 
21 Kyle Nordrehaug

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10 Website: www.bamlawca.com

11 Attorneys for Plaintiff

FILED
San Francisco County Superior Court

OCT - 5 2023

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

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

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

17 Plaintiff,

18 vs.

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

24 Defendants.

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

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

[PROPOSED] FINAL JUDGMENT

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

1 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Class Action and PAGA Settlement Agreement (the
5 "Agreement") and the Order Granting Motion for Final Approval of Class Action Settlement,
6 Plaintiff Kaycie Crossley ("Plaintiff"), and all members of the Class, shall take nothing by their
7 complaint(s) in this Action.

8 2. Without affecting the finality of this judgment in any way, pursuant to California
9 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
10 interpretation, administration, implementation, effectuation, and enforcement of this order and the
11 Settlement.

12 3. The Court finds that in consideration of Plaintiff's awarded Class Representative
13 Service Payment, and the other terms and conditions of the Settlement, as of the date the
14 Defendants Cerebral Medical Group, P.A. and Cerebral Medical Group, A Professional
15 Corporation ("Defendants") fully fund the Gross Settlement Amount, Plaintiff generally releases
16 and discharges the Released Parties (as defined in the Agreement) from all claims, transactions, or
17 occurrences that occurred during the Class Period as fully set forth in the Agreement.

18 4. The Court finds that in consideration for their Individual Class Payments, effective
19 on the date when Defendants fully fund the entire Gross Settlement Amount, all Participating Class
20 Members, on behalf of themselves and their respective former and present representatives, agents,
21 attorneys, heirs, administrators, successors, and assigns, release Released Parties from all Released
22 Class Claims. The "Released Class Claims" are any and all claims, demands, rights, liabilities,
23 grievances, and causes of action that were alleged, or reasonably could have been alleged, based
24 on the factual allegations as stated in the Operative Complaint (as defined in Section 2.5) during
25 the Class Period, including claims for (1) violation of California Business and Professions Code §
26 17200 et seq.; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to
27 provide required meal periods; (5) failure to provide required rest periods; (6) failure to reimburse
28 employees for required expenses; (7) failure to provide accurate itemized wage statements; (8)

1 failure to provide wages when due; and (9) violations of California Labor Code sections 201-204,
2 210, 226, 226.3, 226.7, 226.8, 510, 512, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800,
3 and 2802. Except as expressly set forth in this Agreement, Participating Class Members do not
4 release any other claims, including claims for vested benefits, wrongful termination, violation of
5 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
6 workers' compensation, or class claims based on facts occurring outside the Class Period.

7 5. The Court finds that in consideration for the approved PAGA Penalties payment,
8 effective on the date when Defendants fully fund the entire Gross Settlement Amount, the
9 Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their
10 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
11 and assigns, the Released Parties from all Released PAGA Claims. The "Released PAGA Claims"
12 are any and all claims for civil penalties under PAGA penalties that were alleged, or reasonably
13 could have been alleged, based on the factual allegations as stated in the Operative Complaint (as
14 defined in Section 2.5) and the PAGA Notices during the PAGA Period that Plaintiff, on behalf
15 of herself the LWDA and the Aggrieved Employees, alleged against Defendants and the Released
16 Parties, including PAGA Claims predicated on alleged violations of Labor Code sections 201, 202,
17 203, 204, 226, 226.7, 351, 510, 512, 558(a)(1)-(2), 1194, 1194.2, 1197, 1197.1, 1198, 2750.3 and
18 2802, and Industrial Welfare Commission Wage Orders (including and not limited to Wage Order
19 No. 5-2001. The Released PAGA Claims do not include other PAGA claims, underlying wage
20 and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment
21 insurance, disability, social security, and worker's compensation, and PAGA claims outside of the
22 PAGA Period.

23 6. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
24 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
25 Class Action Settlement, and this Judgment.

26 7. The Court enters final judgment in the Action in accordance with the Agreement
27 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
28 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for

1 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
2 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

3 8. Upon completion of administration of the settlement, the Settlement Administrator
4 will provide written certification of such completion to the Court and counsel for the parties. The
5 Court sets a compliance hearing date of July 11, 2024, at 9:30 a.m., and the written certification
6 of the Administrator shall be filed no later than fourteen (14) days before this hearing.

7 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

8 Dated: 10/5/23

9 RU
10 The Honorable Richard B. Ulmer Judge of
11 the Superior Court
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Website: www.bamlawca.com

Attorneys for Plaintiff

FILED
San Francisco County Superior Court

OCT - 5 2023

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

**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.

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

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

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

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

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

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

IT IS SO ORDERED.

Dated: 10/5/23

The Honorable Richard B. Ulmer Judge of
the Superior Court