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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 Profesional 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: _____

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10 The Honorable Richard B. Ulmer Judge of
11 the Superior Court
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