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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF VENTURA**

PAOLA URIBE, individually, MARIA
SOTO, individually, and on behalf of
others similarly situated,
Plaintiffs,

vs.

MONROE OPERATIONS, LLC, (dba
Newport Healthcare, Newport Academy,
Newport Institute, and Center for
Families)), and DOES ONE through
TWENTY inclusive,
Defendants.

CASE NO.: **56-2021-00561341-CU-OE-VTA**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: January 21, 2025
Hearing Time: 8:20 a.m.

Judge: Hon. Mark S. Borrell
Dept.: 40

Action Filed: December 17, 2021
Trial Date: Not set

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

2 YOU ARE HEREBY NOTIFIED THAT on February 14, 2025, the Court entered the
3 Final Approval Order and Judgment in the above entitled action. A true and correct copy of the
4 Final Approval Order and Judgment is attached hereto as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: February 17, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
10 Attorneys for Plaintiff
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I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

1. Notice of Entry of Judgment

K&L GATES LLP
Eugene C. Ryu
Penny Chen Fox
Ashley Song
10100 Santa Monica Boulevard, Eighth Floor
Los Angeles, CA 90067
Emails: Gene.ryu@klgates.com
Penny.fox@klgates.com
Ashley.song@klgates.com

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

Executed on February 17, 2025, at La Jolla, California.

NOTICE OF ENTRY OF JUDGMENT

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiffs

VENTURA SUPERIOR COURT

FILED

02/14/2025

Brenda L. McCormick
Executive Officer and Clerk

Christine Holm
Christine Holm

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

PAOLA URIBE, MARIA SOTO, KAREN
HART, WILSON CHUNG, and LISA
BURTON, individuals, on behalf of
themselves, all persons similarly situated,
aggrieved employees, and the State of
California,

Plaintiff,

vs.

MONROE OPERATIONS, LLC, dba
NEWPORT HEALTHCARE and NEWPORT
ACADEMY and NEWPORT INSTITUTE and
CENTER FOR FAMILIES, and DOES ONE
through TWENTY inclusive,

Defendants.

CASE NO.: 56-2021-00561341-CU-OE-VTA

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

Hearing Date: January 21, 2025
Hearing Time: 8:20 a.m.

Judge: Hon. Mark S. Borrell
Dept: 40

Date Filed: January 17, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Karen Hart, Wilson Chung, Lisa Burton, Paola Uribe,
2 and Maria Soto (“Plaintiffs”) for an order finally approving the Class Action and PAGA
3 Settlement Agreement (“Agreement”) with Defendant Monroe Operations, LLC (“Defendant”),
4 attorneys’ fees and costs, service payment, and the expenses of the Administrator duly came on for
5 hearing on January 21, 2025 before the Honorable Mark S. Borrell.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Ventura, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of is Two Million One Hundred
16 Ninety-Five Thousand Dollars (\$2,195,000) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate. In addition, as a result of the escalator, Defendant will pay the
18 additional amount of \$46,881.81 to be added to the PAGA Penalties. The Gross Settlement
19 Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA
20 PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
21 Representative Service Payments, and the Administration Expenses Payment. This Gross
22 Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any
23 employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to
24 wages which shall not be paid from the Gross Settlement and shall be the separate additional
25 obligation of Defendant.
- 26 4. The Court further finds that the Settlement was the result of arm’s length
27 negotiations conducted after Class Counsel had adequately investigated the claims and became
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1 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
2 Settlement, and the assistance of an experienced mediator in the settlement process, among other
3 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

4 **Preliminary Approval of the Settlement**

5 5. On July 1, 2024, the Court granted preliminary approval of the Settlement. At this
6 same time, the Court approved conditional certification of the Class for settlement purposes only.

7 **Notice to the Class**

8 6. In compliance with the Preliminary Approval Order, the Court-approved Class
9 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
10 about July 29, 2024. Mailing of the Class Notice to their last-known addresses was the best notice
11 practicable under the circumstances and was reasonably calculated to communicate actual notice
12 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
13 Members fully and accurately informed the Class Members of all material elements of the
14 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
15 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
16 fully with the laws of the State of California, the United States Constitution, due process and other
17 applicable law. The Class Notice fairly and adequately described the Settlement and provided
18 Class Members adequate instructions and a variety of means to obtain additional information.

19 7. The Response Deadline for opting out or submitting written objections to the
20 Settlement was December 24, 2024, which for re-mailings was extended by fourteen (14) days.
21 There was an adequate interval between notice and the deadline to permit Class Members to
22 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
23 Class Members to participate in this hearing, and all Class Members and other persons wishing to
24 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
25 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
26 Court determines that all Class Members who did not timely and properly submit a request for
27 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

1 **Fairness of the Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

4 a. The settlement was reached through arm's-length bargaining between the
5 Parties during an all-day mediation before Brandon McKelvey, Esq., an experienced mediator of
6 wage and hour class actions. There has been no collusion between the Parties in reaching the
7 Settlement.

8 b. Plaintiffs and Class Counsel's investigation and discovery have been
9 sufficient to allow the Court and counsel to act intelligently.

10 c. Counsel for all Parties are experienced in similar employment class action
11 litigation. Class Counsel recommended approval of the Agreement.

12 d. The percentage of objectors and requests for exclusion is small. No
13 objections were received. No requests for exclusion were received.

14 e. The participation rate was high. 377 Participating Class Members will be
15 mailed a settlement payment, representing 100% of the overall Class.

16 9. The consideration to be given to the Class Members under the terms of the
17 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
18 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
19 Members' claims, given the uncertainties and significant risks of the litigation and the delays
20 which would ensue from continued prosecution of the action.

21 10. The Agreement is finally approved as fair, adequate and reasonable and in the best
22 interests of the Class Members.

23 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

24 11. From the Gross Settlement Amount, an award of \$731,666 for attorneys' fees,
25 representing one-third of the Gross Settlement Amount, and \$27,484.92 for litigation costs and
26 expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked
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1 by Class Counsel, and the results achieved by Class Counsel. The requested awards have been
2 supported by Class Counsel's lodestar and billing statement.

3 **Class Representative Service Payments**

4 12. The Agreement provides for Class Representative Service Payments of not more
5 than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
6 Representative Service Payments in the amount of \$15,000 from the Gross Settlement Amount to
7 each of the Plaintiffs is reasonable in light of the risks and burdens undertaken by the Plaintiffs in
8 this litigation and for their time and effort in bringing and prosecuting this matter on behalf of the
9 Class.

10 **Administration Expenses Payment**

11 13. The Administrator shall calculate and administer the payment to be made to the
12 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
13 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
14 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
15 Administrator has documented \$ 14,697.48 in fees and expenses, and this amount is reasonable in
16 light of the work performed by the Administrator.

17 **PAGA Penalties**

18 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
19 of \$ 363,669.21, which shall be allocated into two payments. The first payment ("First PAGA
20 Payment"), totaling \$80,734.56, 75%, or \$60,550.92, shall be paid to the Labor and Workforce
21 Development Agency ("LWDA"), and 25%, or \$20,183.64, of which shall be paid to all current
22 and former hourly non-exempt individuals who are or were employed by Defendant during the
23 PAGA Period and did not sign arbitration agreements. The Administrator will calculate each
24 Individual PAGA Payment to the Aggrieved Employees who did not sign arbitration agreements
25 by (a) dividing the amount of those individuals' 25% share of the First PAGA Payment
26 (\$20,183.64) by the total number of PAGA Pay Periods worked by the Aggrieved Employees who
27 did not sign arbitration agreements during the PAGA Period and (b) multiplying the result of each
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1 Aggrieved Employee who did not sign an arbitration agreement's PAGA Pay Periods. The second
2 payment ("Second PAGA Payment"), totaling \$282,934.65, 75%, or \$212,200.98, shall be paid to
3 the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$70,733.66, of which
4 shall be paid to all current and former hourly non-exempt individuals who are or were employed
5 by Defendant during the PAGA Period who previously signed arbitration agreements.; The
6 Administrator will calculate each Individual PAGA Payment to the Aggrieved Employees who did
7 sign arbitration agreements by (a) dividing the amount of those individuals' 25% share of the
8 Second PAGA Payment (\$70,733.66) by the total number of PAGA Pay Periods worked by the
9 Aggrieved Employees who did sign arbitration agreements during the PAGA Period and (b)
10 multiplying the result of each Aggrieved Employee who did sign an arbitration agreement's
11 PAGA Pay Periods. "Aggrieved Employees" are all individuals who were employed by
12 Defendant in California and classified as a non-exempt employee at any time during the PAGA
13 Period (December 17, 2020 through January 7, 2024). Pursuant to Labor Code section 2699,
14 subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms
15 and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

16 **II.**

17 **ORDERS**

18 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

19 15. The Class is certified for the purposes of settlement only. The Class is defined as
20 follows:

21 All individuals who were employed by Defendant in California and classified as a
22 non-exempt employee at any time during the Class Period (July 7, 2018 through
January 7, 2024).

23 16. All persons who meet the foregoing definition are members of the Class, except for
24 those individuals who filed a valid request for exclusion ("opt out") from the Class.

25 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
26 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
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1 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
2 the Administrator no later than 14 days after the Effective Date.

3 18. Class Counsel are awarded attorneys' fees in the amount of \$731,666 and costs in
4 the amount of \$27,484.92, payable from the Gross Settlement Amount. Class Counsel shall not
5 seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or members of
6 the Class.

7 19. The payment of Class Representative Service Payments from the Gross Settlement
8 Amount in the amount of \$15,000 to each of the Plaintiffs is approved.

9 20. The payment of \$14,967.48 to the Administrator for its fees and expenses from the
10 Gross Settlement Amount is approved.

11 21. The PAGA Penalties amount of \$363,669.21 is approved and is to be distributed
12 from the Gross Settlement Amount and allocated in accordance with the Agreement.

13 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
14 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
15 entry.

16 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
17 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
18 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
19 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
20 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
21 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
22 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
23 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
24 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
25 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
26 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
27 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
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1 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
2 Claims and/or Released PAGA Claims.

3 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
4 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
5 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
6 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
7 to individual Class Members.

8 25. If the Agreement does not become final and effective in accordance with the terms
9 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
10 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
11 revert to their respective positions as of before entering into the Agreement, and expressly reserve
12 their respective rights regarding the prosecution and defense of this Action, including all available
13 defenses and affirmative defenses, and arguments that any claim in the Action could not be
14 certified as a class action and/or managed as a representative action.

15 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

16 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
17 Plaintiff, and all members of the Class, shall take nothing in the Action.

18 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
19 provided in the Agreement and in this Final Approval Order and Judgment.

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

24 (a) All Participating Class Members, on behalf of themselves and their
25 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
26 and assigns, release Released Parties from the Released Class Claims. The "Released Class
27 Claims" are all claims that were alleged, or reasonably could have been alleged, based on facts
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1 stated in the Operative Complaint which occurred during the Class Period during employment in a
2 non-exempt position in California. Except as expressly set forth in this Agreement, Participating
3 Class Members do not release any other claims, including claims for vested benefits, wrongful
4 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
5 disability, social security, workers' compensation, or claims based on facts occurring outside the
6 Class Period. Released Class Claims specifically include but are not limited to any claims for
7 unpaid wages, failure to timely pay wages upon separation or termination from employment,
8 failure to timely pay wages during employment, failure to provide sick pay wages, non-compliant
9 meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-
10 compliant wage statements, reimbursement for business expenses, and claims for interest,
11 penalties (including but not limited to waiting time penalties), or premiums in connection
12 therewith, as well as any claims under the California Labor Code and California Industrial Welfare
13 Commission Wage orders that were alleged or which reasonably could have been alleged under
14 the same or similar facts pleaded in the Operative Complaint, and any claims for injunctive relief,
15 declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which
16 could have been alleged under the facts, pleaded in the Operative Complaint. The "Released
17 Parties," as used herein, are Defendant and any of its past, present and future direct or indirect
18 parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past,
19 present and future officers, directors, employees, partners, members, shareholders and agents,
20 attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with
21 Defendant.

22 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
23 of themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
25 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
26 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
27 Notices, which occurred during the PAGA Period during employment in a non-exempt position in
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1 California. The Released PAGA Claims do not include claims for wrongful termination,
2 discrimination, unemployment insurance, disability and worker's compensation, and claims
3 outside of the PAGA Period. Released PAGA Claims specifically include claims for PAGA
4 penalties premised on claims for unpaid wages, failure to timely pay wages upon separation or
5 termination from employment, failure to timely pay wages during employment, failure to provide
6 sick pay wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and
7 rest break premiums, non-compliant wage statements, reimbursement for business expenses, and
8 claims for interest, penalties (including but not limited to waiting time penalties), or premiums in
9 connection therewith, as well as claims for PAGA penalties premised on any claims under the
10 California Labor Code and California Industrial Welfare Commission Wage orders that were
11 alleged or which reasonably could have been alleged under the same or similar facts pleaded in the
12 Operative Complaint or PAGA Notices, and any claims for injunctive relief, declaratory relief,
13 restitution, fraudulent business practices or punitive damages alleged or which could have been
14 alleged under the facts pleaded in the Operative Complaint or PAGA Notices.

15 (c) Plaintiffs and their respective former and present spouses, representatives,
16 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
17 Released Parties from the Plaintiffs' Release, as set forth fully in the Agreement.

18 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
19 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
20 Administrator shall transmit the funds represented by such checks to the California Controller's
21 Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby
22 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
23 Section 384, subd. (b).

24 30. The Court hereby enters judgment in the entire Action as of the filing date of this
25 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
26 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
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1 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
2 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

3 31. The Court sets a compliance hearing for November 20, 2025 at 8:20 a/m/ in Dept
4 40, with a compliance report to be filed by November 12, 2025.

5 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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7 Dated: 01/29/2025 _____

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9 _____
HON. MARK S. BORRELL
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA