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individually, and on behalf of other aggrieved
employees and on behalf of all others similarly
situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - STANLEY MOSK**

TAWATHA KNIGHT, individually, and on
behalf of other aggrieved employees, and on
behalf of all others similarly situated,

Plaintiff,

vs.

FAMILY PLANNING ASSOCIATES
MEDICAL GROUP, INC. a California
corporation; ALLCARE MEDICAL
MANAGEMENT, INC. a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. BC623900

Honorable David Sotelo
Department 40

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: June 19, 2019
Time: 8:30 a.m.
Dept: 40

[Filed and served concurrently with Notice
of Motion and Motion for Order Granting
Final Approval of Class Action Settlement;
Declarations of Matthew J. Matern and
Tawatha Knight]

CONFIRMED COPY
ORIGINAL FILED
Superior Court of California
County Of Los Angeles

JUN 19 2019
Sherri R. Carter, Executive Officer/Clerk
By: Rosalva R. Reza, Deputy

On June 19, 2017, the Court heard Plaintiff's Motion for Final Approval of Class Action Settlement ("Agreement"). The Court has considered all papers filed, and the other information presented, and based on those papers and information presented, IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

1. This Court has jurisdiction over the subject matter of this action and over all parties to this action, including all members of the Settlement Class.

2. The Settlement Class is defined as the following:

Plaintiff and all current and former non-exempt employees of Defendants in the State of California at any time from four (4) years prior to the filing date of the First Amended Complaint (July 12, 2018) through May 17, 2018.

(filing & then July 12, 2014) 
3. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, the Court grants final approval of the Settlement as set forth in the Agreement. For settlement purposes only, the Court finds that Plaintiff Tawatha Knight is an adequate representative of the Settlement Class and appoints her as such. The Court further finds that Matthew J. Matern, Tagore Subramanian and Julia Z. Wells of Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266 have adequately represented the Class and are appointed as Class Counsel. Accordingly, the Court finally certifies the settlement Class for settlement purposes only.

4. The Court finds that the settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class when balanced against the probable outcome of extensive and costly litigation, uncertainties regarding obtaining class certification and the possibilities of an adverse verdict for Plaintiffs. Sufficient investigation and research have been conducted such that counsel for Plaintiff and Defendants ("the Parties") are reasonably able to evaluate their respective positions. It appears to the Court that Settlement will avoid substantial additional costs to the Parties, as well as the delay and risk that would be presented by further prosecution of the action. The Court finds that the Settlement that has been reached is the result of intensive, non-collusive, arm's-length negotiations.

1 5. The Court determines that the Parties complied with the distribution of the Class
2 Notice to the Settlement Class in the manner and form set forth in the Preliminary Approval
3 Order, and that the Class Notice provided to the Settlement Class was the best notice practicable
4 under the circumstances and constituted due and sufficient notice to all persons entitled to such
5 notice.

6 6. The procedures required by the Preliminary Approval Order have been carried out
7 and satisfy due process requirements such that all absent Settlement Class Members have been
8 given the opportunity to participate fully in the claims exclusion and approval process.

9 6. There were Zero (0) objections to and One (1) Request for Exclusion from the
10 Settlement in response to the Class Notice.

11 7. The individual who filed a Request for Exclusion from the Settlement, and who is
12 not bound by the terms of this Settlement, is Andrea Rodriguez.

13 8. Those members of the Settlement Class who have not submitted a valid and timely
14 Request for Exclusion (and so who are not Opt Outs), shall be deemed conclusively to have made
15 the following releases set forth in paragraphs 28-30 of the Agreement:

16 28. "Released Claims" with respect to the Class Members (other than Plaintiff)
17 means any and all claims, demands, rights, liabilities, and/or causes of action that
18 were pleaded or could arise out of the factual allegations set forth in the First
19 Amended Complaint and arising at any time during the Class Period, including
20 claims for (1) failure to provide required meal periods; (2) failure to provide
21 required rest periods; (3) failure to pay overtime and double-time compensation;
22 (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged
23 and quitting employees; (6) failure to furnish accurate itemized wage statements;
24 (7) failure to maintain required records; (8) failure to indemnify employees for
25 necessary expenditures incurred in discharge of duties; (9) unfair and unlawful
26 business practices; and (10) civil penalties under the PAGA. The Released Claims
27 expressly exclude all other non wage-and-hour claims, including claims for
28 wrongful termination, unemployment insurance, disability, and workers'

1 compensation, and claims outside of the Class Period. The Released Claims are
2 limited to employees and employment practices at the facilities operated by
3 Defendant Family Planning Associates Medical Group, Inc.

4 **29.** “Released Claims” with respect to Plaintiff only means any and all claims,
5 demands, rights, liabilities, and/or causes, of any form whatsoever, whether known
6 or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or
7 could have been asserted by Plaintiff, or the heirs, successors and/or assigns of
8 Plaintiff, whether directly, indirectly, representatively, derivatively or in any other
9 capacity, against Defendants or any of the other Released Parties, arising at any
10 time prior to entry of the Final Order and Judgment.

11 In addition to the Released Claims, Plaintiff also expressly waives all rights and
12 benefits under the terms of section 1542 of the California Civil Code. Section
13 1542 reads as follows:

14 “A general release does not extend to claims which
15 the creditor does not know or suspect to exist in his
16 or her favor at the time of executing the release,
which if known by him or her must have materially
affected his or her settlement with the debtor.”

17 Notwithstanding the provisions of section 1542, and for the purpose of
18 implementing a full and complete release and discharge of all of her Released
19 Claims, Plaintiff expressly acknowledges that this Settlement is intended to
20 include in its effect, without limitation, all Released Claims which Plaintiff does
21 not know or suspect to exist in her favor at the time of execution hereof, and that
22 the Settlement contemplates the extinguishment of all such Released Claims.

23 **30.** “Released Parties” means Defendants Family Planning Associates Medical
24 Group, Inc. and Allcare Medical Management and their present or former parents,
25 subsidiaries, officers, directors, managers, members, principals, employees,
26 partners, shareholders, and attorneys, and any other successors, assigns, or legal
27 representatives.

1 9. However, the release provided in paragraphs 28 and 30 will not apply to any
2 employees of Defendants during the Class Period who did not receive the Notice of Class Action
3 Settlement.

4 10. The Notice provided to the Settlement Class Members conforms with the
5 requirements of California Code of Civil Procedure section 382, California Civil Code section
6 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
7 and any other applicable law, and constitutes the best notice practicable under the circumstances,
8 by providing individual notice to all Settlement Class Members who could be identified through
9 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters
10 set forth therein to the Settlement Class Members. The Notice fully satisfies the requirements of
11 due process.

12 11. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and
13 the methodology used to calculate and pay each Class Member's Individual Settlement Payment
14 are fair and reasonable, and authorizes the Settlement Administrator to pay all authorized
15 claimants, including all Individual Settlement Payments, in accordance with the terms of the
16 Agreement.

17 12. The Court approves the Gross Settlement Amount, as set forth in the Agreement,
18 of One Million Dollars and No Cents (\$1,000,000.00), which shall be non-reversionary, from
19 which the following payments shall be made:

20 13. The Court approves a payment, from the Gross Settlement Amount, of Twenty
21 Thousand Dollars and No Cents (\$20,000.00) to Rust Consulting for services as the Settlement
22 Administrator.

23 14. The Court approves the Class Representative Service Award, from the Gross
24 Settlement Amount, in the amount of Eight Thousand Dollars and No Cents (\$8,000.00) to
25 Plaintiff Tawatha Knight, which the Court determines to be fair and reasonable.

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15. The Court approves a 75% allocation of the Private Attorneys General Act of 2004 fund to the California Labor and Workforce Development Agency in the amount of Seventy-Five Thousand Dollars and No Cents (\$75,000.00), which the Court determines to be fair and reasonable, and which shall be paid from the Gross Settlement Amount.

16. Pursuant to paragraph 46.a.iv. of the Agreement, the Court approves payment of any unclaimed funds to be donated to the Self-Help and Recovery Exchange (SHARE!).

17. The Court approves a payment of Three Hundred and Thirty-Three Thousand and Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$333,333.33) which is 33.33% of the Gross Settlement Amount to Class Counsel for attorneys' fees. The Court also approves a payment of Twenty-Six Thousand Three Hundred and Seventy-Six Dollars and Seventy-Three Cents (\$26,376.73) to Class Counsel for its litigation costs. These payments for attorneys' fees and costs shall be made from the Gross Settlement Amount.

18. The Parties shall implement the Settlement according to its terms.

19. This Judgment is intended to be a final disposition of this action in its entirety and is intended to be immediately appealable.

20. The Court directs that the Judgment be entered in accordance with its terms.

21. Pursuant to paragraph 47 of the Agreement, Rust Consulting shall post notice of Final Judgment on its website within seven (7) calendar days of entry of the Final Order and Judgment.

22. Without affecting the finality of this Order and Judgment, this Court shall retain jurisdiction over the parties to enforce the terms of this Order and Judgment and all matters related to the administration and consummation of the Settlement, any and all claims, asserted in, arising out of, or related to the subject matter of the action, including but not limited to all matters related to the Settlement and the determination of all controversies related thereto. *cre 3.769Ch*)

IT IS SO ORDERED AND ADJUDICATED.

DATED: JUNE 19, 2019

DAVID SOTELO

HON. DAVID SOTELO
JUDGE OF THE SUPERIOR COURT

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; FINAL JUDGMENT