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FILED
Superior Court of California
County of Los Angeles
04/07/2025
David W. Slayton, Executive Officer / Clerk of Court
By: _____ A. He _____ Deputy

Attorneys for Plaintiff Jennifer N. Marquez, individually,
and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JENNIFER N. MARQUEZ, individually
and on behalf of all others similarly
situated,

Plaintiff,

vs.

WILMINGTON COMMUNITY
CLINIC; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 22STCV34359

Assigned for all purposes to
Hon. Judge Stuart M. Rice
Dept. 1

**~~AMENDED [PROPOSED]~~ ORDER AND
JUDGMENT GRANTING FINAL APPROVAL
OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 7, 2025
Time: 10:30 a.m.
Dept: 1

1 This matter came on for hearing on April 7, 2025, at 10:30 a.m., in Department 1 of the
2 above-captioned Court on the Motion for Final Approval of Class Action Settlement pursuant to
3 California Rule of Court 3.769, this Court's Order Granting Preliminary Approval, and the Class
4 Action and PAGA Settlement Agreement ("Settlement Agreement"), a copy of which was filed
5 in conjunction with the Plaintiff's Motion for Final Approval of Class Action Settlement.

6 Having received and considered the Settlement Agreement, the supporting papers filed by
7 the Parties, and the evidence and argument received by the Court in conjunction with the
8 unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion
9 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS
10 AND MAKES THE FOLLOWING DETERMINATIONS:

11 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
12 each Class Member by first-class mail. These papers informed the Class of the terms of the
13 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
14 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
15 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
16 to be heard regarding approval of the Settlement. Adequate periods of time were provided by
17 each of these procedures. No member of the Class filed written objection to the proposed
18 Settlement as part of this notice process or stated an intention to appear at the final approval
19 hearing.

20 2. The Court finds and determines that this notice procedure afforded adequate
21 protections to Class Members and provides the basis for the Court to make an informed decision
22 regarding approval of the Settlement based on the responses of the Class. The Court finds and
23 determines that the notice provided in this case was the best notice practicable, which satisfied
24 the requirements of law and due process.

25 3. With respect to the Class and for purposes of approving this Settlement only, this
26 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
27 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
28 Class, and there is a well-defined community of interest among members of the Class with respect

1 to the subject matter of the Action; (c) the claims of Class Representative are typical of the claims
2 of the members of the Class; (d) the Class Representative has fairly and adequately protected the
3 interests of the members of the Class; (e) a class action is superior to other available methods for
4 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
5 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
6 individual and representative capacities for the Class.

7 4. The Court has certified a Class, as that term is defined in and by the terms of the
8 Settlement Agreement as all current and former non-exempt employees who have worked, or
9 continue to work for Wilmington Community Clinic at any time during the Class Period of
10 October 26, 2018 to December 31, 2023, and the Court deems this definition sufficient for
11 purposes of California Rule of Court 3.765(a).

12 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

13 6. The Court hereby confirms Plaintiff Jennifer N. Marquez as the Class
14 Representative in this Action.

15 7. The Court finds and determines that the terms set forth in the Settlement
16 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
17 according to its terms, having found that the Settlement was reached as a result of informed and
18 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
19 that the Parties conducted extensive investigation and that their attorneys were able to reasonably
20 evaluate their respective positions. The Court also finds that the Settlement will enable the Parties
21 to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
22 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
23 provided as part of the Settlement and recognizes the significant value accorded to the Class.

24 8. The Court further finds and determines that the terms of the Settlement are fair,
25 reasonable and adequate to the Class and to each Participating Class Member and that the
26 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
27 be and hereby are ordered to be consummated.

28 9. The Court hereby approves the Gross Settlement Amount of \$350,000.00.

1 10. The Court finds and determines that the Individual Settlement Payments to be paid
2 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
3 Court hereby gives final approval to and orders the payment of those amounts be made to the
4 Participating Class Members in accordance with the Settlement Agreement.

5 11. The Court finds and determines that payment to the California Labor and
6 Workforce Development Agency of \$7,500.00 as its share of the settlement of the \$10,000 PAGA
7 Penalty in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to
8 and orders that the payment of that amount be paid in accordance with the Settlement Agreement.

9 12. The Court finds and determines that the fees and expenses in administering the
10 Settlement incurred by Phoenix Settlement Administrators in the amount of \$7,750.00, are fair
11 and reasonable. The Court hereby gives final approval to and orders that the payment of that
12 amount in accordance with the Settlement.

13 13. The Court finds and determines the Class Representative Service Payment of
14 \$7,500.00 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make
15 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
16 Agreement.

17 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
18 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
19 \$116,666.67 and litigation costs of \$21,767.43. The Court finds such amounts to be fair and
20 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
21 accordance with the terms of the Settlement Agreement.

22 15. Nothing in this order shall preclude any action to enforce the Parties' obligations
23 under the Settlement or under this order, including the requirement that Defendants make payment
24 to the Participating Class Members in accordance with the Settlement.

25 16. This Judgment is intended to be a final disposition in its entirety of the above
26 captioned action. Without affecting the finality of this judgment in any way, the Court retains
27 jurisdiction of all matters relating to the interpretation, administration, implementation,
28 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

1 17. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
3 costs.

4 18. The Gross Settlement Amount (GSA) is \$350,000.00. The Net Settlement Amount
5 (NSA) that will be available for distribution to the class is \$186,315.90, which is calculated by
6 making the following deductions from the GSA: (1) \$116,666.67 for attorney fees to Class
7 Counsel; (2) \$21,767.43 for attorney costs to Class Counsel; (3) \$7,500 to Plaintiff for an
8 incentive award; (4) \$7,750 for claims administration costs; and (5) \$10,000 PAGA penalty.

9 19. The Court orders class counsel to file a final report summarizing all distributions
10 made pursuant to the approved settlement, supported by declaration. The Court will set a non-
11 appearance date for submission of a final report for April 7, 2026.

12
13
14 DATED: April 7, 2025



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge
Honorable Stuart M. Rice
JUDGE OF THE SUPERIOR COURT

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On April 2, 2025, I served the foregoing document(s) entitled:

- 5 • AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING FINAL
6 APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

7 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
copy thereof on the party(ies) addressed below as follows:

8 Ana Thomas
9 **Young-Agriesti & Thomas, LLP**
7755 Center Avenue, Suite 1100
10 Huntington Beach, California 92647
Telephone: (949) 221-8700
11 Facsimile: (949) 222-1044
syoung@kbylaw.com
12 athomas@kbylaw.com
mbrandman@kbylaw.com
13 asanchez@kbylaw.com
14 mperciavalle@kbylaw.com

15 *Attorneys for Defendant:*
WILMINGTON COMMUNITY CLINIC

16 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
17 correspondence for mailing. Under that practice it would be deposited with the U.S.
18 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
19 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

20 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
21 practice of Aegis Law Firm PC for collection and processing correspondence for
22 overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

23 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
24 electronic transmission via Case Anywhere on the date below. (*Cal. Code Civ. Proc.* §
1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

25 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
26 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

27 ///

