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Attorneys for Plaintiff
CECILIA PEREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

CECILIA PEREZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

SANSUM CLINIC, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV01312

*Assigned for all purposes to the Honorable
Colleen K. Stone, Dept. 5*

**NOTICE OF ENTRY OF FINAL
APPROVAL ORDER AND JUDGMENT**

Complaint Filed: March 27, 2023
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on July 28, 2025, at 10:00 a.m. in Department 5 of the above-
3 entitled Court, a hearing was held on Plaintiff Cecilia Perez's unopposed Motion for Final Approval of
4 Class Action and PAGA Settlement ("Motion"). S. Emi Minne of Parker & Minne, LLP and Scarlet
5 Tunney of Lawyers for Justice, PC appeared on behalf of Plaintiff Cecilia Perez and the Settlement
6 Class. Jared Speier of Stradling Yocca Carlson & Rauth LLP appeared on behalf of Defendant Sansum
7 Clinic. At the hearing, the Court granted Plaintiff's Motion in its entirety, and entered the Final
8 Approval Order and Judgment thereon.

9 A true and correct copy of a Final Approval Order and Judgment entered by the Court on July
10 28, 2025, is attached hereto as Exhibit 1.

11
12 Dated: July 29, 2025

PARKER & MINNE, LLP

13
14 By:



15 S. Emi Minne
16 Attorneys for Plaintiff
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EXHIBIT 1

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

07/28/2025

Darrel E. Parker, Executive Officer

BY Chavez, Terri

Deputy Clerk

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and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV01312

*Assigned for all purposes to the Honorable
Colleen K. Sterne, Dept. 5*

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: July 28, 2025

Time: 10:00 a.m.

Dept.: 5

Complaint Filed: March 27, 2023

Trial Date: Not Set

1 Plaintiff Cecilia Perez’s unopposed Motion for Final Approval of Class Action and PAGA
2 Settlement (“Motion”) in the above-captioned matter came for hearing on July 28, 2025, before the
3 Honorable Colleen K. Sterne in Department 5 of the above-entitled Court located at 1100 Anacapa
4 Street, Santa Barbara, California 93101.

5 On November 19, 2024, the Court entered an Order Granting Preliminary Approval of Class
6 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
7 settlement of the above-entitled action in accordance with the Joint Stipulation of Class Action and
8 PAGA Settlement and Release (hereinafter, “Agreement” or “Settlement”) which, together with the
9 exhibits thereto, set forth the terms and conditions for settlement of this Action.

10 Due and adequate notice having been given to all Class Members as required in the Preliminary
11 Approval Order, and the Court having considered the Agreement, Plaintiff’s Motion and all documents
12 submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully
13 informed and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED AND**
14 **DECREED AS FOLLOWS:**

15 1. Pursuant to California law, this Court hereby grants final approval of the Agreement.
16 The Agreement is hereby deemed incorporated into this Final Order and Judgment. All terms used
17 herein shall have the same meaning as defined in the Agreement.

18 2. This Court has jurisdiction over the subject matter of this Action and over all Parties to
19 this Action, including all Class Members.

20 3. The Court finds that the requirements of California Code of Civil Procedure section
21 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and
22 the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement
23 purposes, as set forth in the Preliminary Approval Order, final. The Class is hereby defined to include:

24 All current and former non-exempt employees employed by Defendant Sansum Clinic
25 in California at its California facilities at any time from March 27, 2019 through July
17, 2024.

26 4. The Court hereby confirms S. Emi Minne and Jill J. Parker of Parker & Minne, LLP
27 and Arby Aiwazian, Joanna Ghosh, and Vartan Madoyan of Lawyers for Justice, APC as Class
28 Counsel in the Action.

1 5. The Court concludes that distribution of the Notice directed to the Class Members as
2 set forth in the Agreement and the other matters set forth therein has been completed in conformity
3 with the Preliminary Approval Order and constituted the best notice practicable under the
4 circumstances. The Court concludes that the Administrator, Simpluris, Inc., took all reasonable and
5 necessary steps to locate and notify each Class Member of the Agreement, as required in the
6 Preliminary Approval Order. The notice given to the Class fully and accurately informed the Class of
7 all material elements of the Settlement and their opportunity to object or comment thereon; was the
8 best notice practicable under the circumstances; was valid, due and sufficient notice to all Class
9 Members; and complied fully with the laws of the State of California, Federal Rules of Civil
10 Procedure, the United States Constitution, due process, and other applicable law. The notice fairly and
11 adequately described the Settlement and provided Class Members adequate instructions and a variety
12 of means to obtain additional information.

13 6. The Court hereby finds the Agreement was entered into in good faith pursuant to and
14 within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in
15 the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are
16 adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the
17 standards and applicable requirements for final approval of this class action settlement under
18 California law, including the provisions of California Code of Civil Procedure section 382 and Federal
19 Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior*
20 *Court*, 4 Cal.3d 800, 821 (1971).

21 7. The Court finds that the Settlement is, in all respects, fair, adequate and reasonable,
22 and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement
23 was reached following meaningful informal discovery and investigation by Class Counsel; that the
24 Settlement is the product of intensive, serious and non-collusive arms-length negotiations between the
25 parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so
26 finding, the Court has considered all of the evidence presented, including evidence regarding the
27 strength of Plaintiff's claims, Defendant's potential exposure; the risk, expense, complexity, and delay
28 associated with further litigation; the risk of maintaining Plaintiff's claims through class certification,

trial, and appeals; the amount offered in the Settlement and the benefit provided to Class Members; the extent of investigation and informal discovery completed; the experience and views of Class Counsel; and the absence of objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Agreement and the terms and conditions set forth in this Judgment.

8. A full opportunity has been afforded to Class Members to participate in this hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly request exclusion from the Settlement (“Participating Class Members”) are bound by the Settlement and by this Judgment.

9. The Court hereby finds that there have been zero (0) objections to the Agreement. The deadline for Class Members to submit written objections to the Agreement was June 16, 2025. The Court also finds that there were zero (0) objections at the hearing on Final Approval.

10. The Court hereby finds that the following three (3) Class Member have requested to be excluded from the Settlement and are not bound by this Judgment: Miranda Marie Garcia, Jordan P. Branch, and Rhonda Crowell. The deadline for Class Members to request to be excluded from the Agreement was June 16, 2025. Accordingly, 2,692 Participating Class Members are bound by this Judgment.

11. Upon entry of this Judgment and the remittance of the Maximum Settlement Amount and all applicable employer-side payroll taxes by Defendant to the Administrator, Plaintiff and each Participating Class Member, shall fully, finally and forever release, settle, compromise, relinquish, and discharge Defendant and all of the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising during the Class Period, including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code, Business and Professions Code §§ 17200 *et seq.*, the applicable wage orders at California Code of Regulations, Title 8, Section 11000 *et seq.*, or otherwise – that arise out of or are reasonably related to the factual allegations that were alleged or could have been alleged based on the factual allegations in Plaintiff’s operative Complaint relating to Plaintiff’s claims,

1 including but not limited to: (a) any and all claims for failure to pay minimum wages under Labor
2 Code sections 204, 210, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable wage orders,
3 including but not limited to claims alleging failure to pay for “off the clock” work, failure to pay
4 overtime at the correct regular rate of pay, including but not limited to, Defendant’s alleged practice
5 of rounding wages; (b) any and all claims for failure to pay overtime owed under Labor Code sections
6 510, 1194, 1197, 1198, and the applicable wage orders or any other laws governing overtime pay,
7 including but not limited to claims alleging failure to pay for “off the clock” work and/or failure to
8 pay overtime at the correct regular rate of pay; (c) any and all claims for failure to provide lawful meal
9 periods under Labor Code sections 218.6, 226.7, 512, 1198, the applicable wage orders, and/or failure
10 to pay meal premiums at the correct regular rate of pay; (d) any and all claims for failure to authorize
11 and permit rest periods under Labor Code sections 218.6, 226.7, 1198, the applicable wage orders,
12 and Civil Code section 3287, and/or to pay rest period premiums in lieu thereof at the correct regular
13 rate of compensation as required; (e) any and all claims for failure to timely pay wages during
14 employment under Labor Code sections 204, 210, 218.5, 218.6, 510 and 1194; (f) any and all claims
15 for failure to pay wages owed upon separation from employment under Labor Code sections 201-203;
16 (g) any and all claims for failure to reimburse employees for necessary business expenses under Labor
17 Code sections 2800 and 2802; (h) any and all claims for knowing and intentional failure to furnish
18 accurate itemized wage statements under Labor Code sections 226 and 1174, including allegations
19 that Defendant omitted required information, failed to accurately include all applicable hourly rates
20 and corresponding number of hours worked, did not maintain complete and accurate payroll records
21 pertaining to total hours worked, or failed to maintain accurate records; (i) any and all claims for
22 violation of the Unfair Competition Law under Business and Professions Code section 17200, *et seq.*;
23 and (j) any and all claims for attorneys’ fees and costs.

24 12. Upon entry of this Judgment and remittance of the Maximum Settlement Amount and
25 all applicable employer-side payroll taxes by Defendant to the Administrator, Plaintiff, as an agent
26 and proxy of the State of California (including the LWDA), and the State of California itself, acting
27 on behalf of each and all of the PAGA-Eligible Employees, regardless of whether they choose to
28 exclude themselves from the Class Settlement, shall release Defendant and all of the Released Parties,

1 from any and all claims, rights, demands, liabilities, and causes of action of every nature and
2 description for PAGA civil penalties arising during the PAGA Period arising out of the California
3 Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.*, based on any of the underlying
4 claims and factual allegations that were alleged, or reasonably could have been alleged in Plaintiff's
5 operative Complaint and/or in Plaintiff's notice letter(s) provided to the LWDA, including but not
6 limited to claims for: (a) failure to pay minimum wages under Labor Code sections 204, 210, 558,
7 1194, 1197, 1197.1, 1198 and the applicable wage order, including but not limited to claims alleging
8 failure to pay for "off the clock" work, failure to pay overtime at the correct regular rate of pay,
9 including but not limited to, Defendant's alleged practice of rounding wages; (b) failure to pay
10 overtime owed under Labor Code sections 510, 1194, 1197, 1198, and the applicable wage orders or
11 any other applicable laws governing overtime pay, including but not limited to claims alleging failure
12 to pay for "off the clock" work and/or failure to pay overtime at the correct regular rate of pay; (c)
13 failure to provide lawful meal periods under Labor Code sections 218.6, 226.7, 512, 1198, the
14 applicable wage orders, and/or failure to pay meal premiums at the correct regular rate of pay; (d)
15 failure to authorize and permit rest periods under Labor Code sections 218.6, 226.7, 1198, the
16 applicable wage orders, and Civil Code section 3287 and/or failure to pay rest premiums at the correct
17 regular rate of pay; (e) failure to timely pay wages during employment under Labor Code sections
18 204, 210, 218.5, 218.6, 510, 1194; (f) failure to timely pay wages owed upon separation from
19 employment under Labor Code sections 201-203; (g) failure to reimburse necessary expenses under
20 Labor Code sections 2800 and 2802; (h) failure to provide one day's rest in a seven-day workweek in
21 violation of Labor Code sections 551 and 552; (i) knowing and intentional failure to comply with
22 itemized wage statement provisions in violation of Labor Code sections 226 and 1174, including
23 allegations that Defendant omitted required information, failed to accurately include all applicable
24 hourly rates and corresponding number of hours worked, did not maintain accurate records pertaining
25 to total hours worked, failed to maintain adequate records, and also derivative violations for the above-
26 stated Labor Code claims; and (j) any and all claims for attorneys' fees and costs.

27 13. Upon entry of this Judgment and remittance of the Maximum Settlement Amount and
28 all applicable employer-side payroll taxes by Defendant to the Administrator, in consideration for her

1 Class Representative Service Award, Plaintiff Cecilia Perez, in her individual capacity, shall fully
2 release the Defendant and the Released Parties from any and all claims she may have against
3 Defendant and Released Parties, known and unknown, under federal, state and/or local law, statute,
4 ordinance, regulation, common law, or other source of law, arising as of the date of execution of this
5 Agreement, including but not limited to claims arising from or related to her employment with
6 Defendant, her termination of employment with Defendant (if any), her compensation while in
7 Defendant's employ, and all other dealings she has had with the Defendant and the other Released
8 Parties referenced above. Plaintiff expressly waives and relinquishes all rights and benefits of section
9 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the
10 significance and consequence of specifically waiving her rights under section 1542 not to otherwise
11 release unknown claims. Section 1542 of the Civil Code of the State of California states as follows:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
14 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
15 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED
16 HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

17 This release specifically excludes any claims Plaintiff Cecilia Perez has or may have that are not
18 waivable by law, including claims for unemployment insurance, disability, social security, and
19 workers compensation, and the right to receive benefits under any retirement plan.

20 14. The Court finds the settlement payments provided for under the Agreement to be fair
21 and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court
22 orders Defendant to fund the Maximum Settlement Amount of \$2,975,000.00 within thirty (30)
23 calendar days after the Effective Date of the Settlement to provide payments for Individual Class
24 Member Payments, Individual PAGA Payments, the Class Representative Service Award, Class
25 Counsel's Fees and Costs, Settlement Administration Costs, and PAGA Penalties to the LWDA. The
26 Court further orders Defendant to separately pay any and all employer payroll taxes owed on the wage
27 portion of the Individual Class Payments. Defendant shall fund and the Settlement Administrator shall
28 distribute these amounts in accordance with the terms of the Agreement.

1 15. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of
3 \$1,041,250.00, and awards reimbursement of costs and expenses incurred by Class Counsel in the
4 amount of \$50,389.14 from the Maximum Settlement Amount. The award of attorneys' fees and costs
5 is the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
6 and/or owed to Class Counsel and any other person or entity related to the Action. The Court further
7 orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered
8 pursuant to the terms of the Agreement. Any allocation of attorneys' fees and costs between and
9 among Class Counsel shall be made by the Administrator pursuant to the separate and independent
10 agreement between Class Counsel.

11 16. The Court hereby approves and orders a Class Representative Service Award of
12 \$10,000.00 to Plaintiff Cecilia Perez from the Maximum Settlement Amount in accordance with the
13 terms of the Agreement.

14 17. The Court find that the settlement of the Released PAGA Claims for \$300,000.00,
15 which is designated and allocated as penalties under the California Labor Code Private Attorneys
16 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further
17 approves allocation and payment of the PAGA Payment as follows: \$225,000.00 (75% of
18 \$300,000.00) to the California Labor Workforce Development Agency, and \$75,000.00 (25% of
19 \$300,000.00) to PAGA Members on a *pro rata* basis as set forth in the Agreement. 100% of the
20 amounts distributed to PAGA Members as penalties under PAGA shall be reported on an IRS Form-
21 1099.

22 18. The Court also hereby approves and orders payment from the Maximum Settlement
23 Amount for actual settlement administration expenses incurred by the Administrator, Simpluris, Inc.,
24 in the amount of \$25,136.00.

25 19. The Court hereby approves and orders payment of Individual Class Payments from the
26 Net Settlement Amount to the Participating Class Members and payment of Individual PAGA
27 Payments to PAGA Members on a *pro rata* basis as set forth in the Agreement.
28

20. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the Administrator distribute the Individual Class Member Payments, Individual PAGA Payments, the Class Representative Service Award, Class Counsel's Fees and Costs payment, Settlement Administration Costs payment, and PAGA Penalties to the LWDA within fifteen (15) calendar days of receipt of the Maximum Settlement Amount and Defendant's share of any employer-side payroll taxes.

21. The Court also hereby approves and orders that any checks distributed from the Maximum Settlement Amount that remain un-cashed after one hundred and eighty (180) calendar days after being issued shall be void. If any settlement checks remain uncashed after the void date, the Parties shall jointly request that the Court amend this Final Approval Order and Judgment to direct the Settlement Administrator to transfer any unclaimed funds, plus any interest accrued thereon, to Legal Aid at Work consistent with Code of Civil Procedure § 384.

22. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

23. A post-approval final accounting hearing shall be held on May 4, 2026, at 8:30 a.m./~~p.m.~~ in Dept. 5 of the above-entitled court, located at 1100 Anacapa Street, Santa Barbara, California 93101. Class Counsel shall submit a final compliance status report by no later than April 6, 2026.

24. Notice of this Order and Judgment shall be posted by the Administrator, Simpluris, Inc., on its website for a period of at least sixty (60) days.

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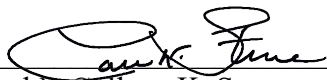
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1 25. Plaintiff shall submit a notice of entry of this Judgment to the California Labor and
2 Workforce Development Agency (LWDA).

3 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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5 Dated: 07/28/2025

6 
7 Honorable Colleen K. Sterne
8 Judge of the Superior Court
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