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MARIA RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

MARIA RODRIGUEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CLINICAS DEL CAMINO REAL, INC., a
California nonprofit corporation; and DOES 1
through 100, inclusive,

Defendants.

MARIA RODRIGUEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CLINICAS DEL CAMINO REAL, INC., a
California nonprofit corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 2024CUOE020097
(Consolidated with Case No.: 2024CUOE023496)

*[Assigned for all purposes to the Hon. Charmaine
Buehner, Dept. 44]*

**[AMENDED PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS REPRESENTATIVE'S
SERVICE AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: August 5, 2026
Time: 1:30 p.m.
Dept.: 44

1 This matter came on regularly for hearing before this Court on August 5, 2026, pursuant to
2 California Rule of Court 3.769 and this Court's January 8, 2026 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Amended
4 Stipulation of Settlement (herein "Settlement")¹ and the documents and evidence presented in support
5 thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further
6 prosecution and the substantial benefits to be received by the Settlement Class pursuant to the
7 Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
8 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause
9 appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action
10 Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All current and former non-exempt, hourly employees of Defendant Clinicas Del
15 Camino Real, Inc. who worked at any time in California during the Class Period.

16 Class Period means the time period of June 29, 2022 through August 1, 2025.

17 2. Plaintiff Maria Rodriguez is hereby confirmed as Class Representative, and Scott M.
18 Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law
19 Group, APC are hereby confirmed as Class Counsel.

20 3. Notice was provided to the Settlement Class of 1,171 as set forth in the Settlement. The
21 form and manner of notice were approved by the Court on January 8, 2026, and the notice process has
22 been completed in conformity with the Court's Order. The Court finds that said notice was the best
23 notice practicable under the circumstances. The Notice of Pendency of Class Action and Proposed
24 Settlement provided due and adequate notice of the proceedings and matters set forth therein, informed
25 Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil
26 Procedure § 1781(e), California Rule of Court 3.769, and due process.

27
28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement, that zero
2 (0) of the 1,171 Settlement Class Members have opted out of the Settlement, and that the 100 percent
3 participation rate in the Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement Agreement as
5 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
6 to its terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the Settlement
8 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
9 questions of law or fact common to the Settlement Class, and there is a well-defined community of
10 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)
11 the claims of the Class Representative are typical of the claims of the members of the Settlement Class;
12 (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class
13 Members; (e) a class action is superior to other available methods for an efficient adjudication of this
14 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the
15 Settlement Class.

16 7. The Court finds that given the absence of objections to the Settlement, and objections
17 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

18 8. The Court orders Defendant to deliver the Settlement Amount of Seven Hundred
19 Thousand Dollars and Zero Cents (\$700,000.00) to Phoenix Settlement Administrators, the Settlement
20 Administrator, as provided for in the Settlement. Specifically, Defendant shall fully fund the Gross
21 Settlement Amount, including all amounts necessary to fully pay Defendant's share of payroll taxes, by
22 transmitting such funds to the Administrator within thirty (30) days of the Effective Date. The Effective
23 Date is the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of
24 Class members have been filed; (b) the time for appeal has expired if an objection has been filed and no
25 appeal have been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

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1 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
2 shall be delivered to the California State Controller’s Office – Unclaimed Property Fund in the name of
3 the Settlement Class member.

4 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
5 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
6 in conformity with the terms of the Settlement.

7 11. The Court finds that an incentive payment in the amount of \$10,000.00 for Plaintiff Maria
8 Rodriguez is appropriate for her risks undertaken and service to the Settlement Class. The Court finds
9 that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
10 payment in conformity with the terms of the Settlement.

11 12. The Court finds that attorneys’ fees in the amount of \$200,000.00 and actual litigation
12 costs of \$11,453.58 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
13 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

14 13. The Court orders that the Settlement Administrator shall be paid \$15,000.00 from the
15 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
16 finds that sum appropriate.

17 14. The Court finds that the payment to the California Labor & Workforce Development
18 Agency (“LWDA”) in the amount of \$45,000.00 for its 75 percent share of the \$60,000.00 settlement
19 of Plaintiff’s representative action under the California Labor Code Private Attorneys General Act
20 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
21 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25 percent or
22 \$15,000.00 of the PAGA Penalties is to be distributed to the 1,064 Aggrieved Employees in conformity
23 with the terms of the Settlement.

24 15. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the
25 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
26 and in addition to, the Gross Settlement Amount.

1 16. After the above deductions, attorneys' fees (\$200,000.00), attorneys' litigation costs
2 (\$11,453.58), incentive payment to Plaintiff (\$10,000.00), Settlement Administrator costs (\$15,000.00),
3 and PAGA Amount (\$60,000.00), the Net Settlement Amount of \$403,546.42 is to be distributed to
4 1,171 Settlement Class members, that worked a total of 107,975 workweeks during the Class Period, in
5 conformity with the terms of the Settlement.

6 17. The Court finds and determines that upon satisfaction of all obligations under the
7 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have
8 released the Released Claims as set forth in the Settlement, and will be permanently barred from
9 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

10 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
11 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
12 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
13 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

14 18. Pursuant to California Code of Civil Procedure § 664.6 and California Rules of Court,
15 Rule 7.769(h), the Court retains jurisdiction to enforce the Settlement, this Final Approval Order, and
16 the Judgment entered in connection with the Settlement.

17 19. The Final Settlement Compliance Hearing is set for February 3, 2027 at 1:30 p.m. The
18 Settlement Administrator shall file a declaration regarding the disbursement of Settlement funds on or
19 before January 23, 2027.

20
21 **IT IS SO ORDERED.**

22
23 Dated: _____, 2026

Honorable Charmaine Buehner
Judge of the Superior Court