

Electronically Filed
10/15/2025
Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Alecsandra McDonald, Deputy

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
CHRISTOPHER PETERSEN (SBN 260631)
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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

ANNA TOVAR, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

GOLDEN BEAR PT PARTNERS, LLC, a
Delaware limited liability company; GOLDEN
BEAR PHYSICAL THERAPY SPORTS
INJURY CENTER, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: CV-24-007273
[Consolidated with Case No.: CV-24-007277]

Assigned for All Purposes to:
Honorable John R. Mayne
Department 21

CLASS ACTION

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

Hearing Date: October 7, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Department 21

Complaint Filed: September 13, 2024
FAC Filed: March 5, 2025
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Anna Tovar and Gary
2 Machado's ("Plaintiffs," "Plaintiff Tovar," and "Plaintiff Machado") Motion for Final Approval
3 of Class Action Settlement, and considering papers submitted in support, including the Class
4 Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or
5 "Agreement"), **FINDS AND ORDERS:**

6 On March 25, 2025, Plaintiffs and Defendants Golden Bear PT Partners, LLC and
7 Golden Bear Physical Therapy Sports Injury Center, Inc. ("Defendants") entered the Settlement
8 Agreement.

9 On May 7, 2025, the Court entered an order preliminarily approving the settlement of this
10 lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section 382
11 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the Class
12 Members with an opportunity to object to the Settlement or exclude themselves from the Class,
13 and scheduling a Final Approval Hearing.

14 On October 7, 2025, the Court held a Final Approval Hearing.

15 1. Incorporation of Other Documents. This Amended Order of Final
16 Approval and Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless
17 otherwise provided herein, all capitalized terms in this Order and Judgment shall have the same
18 meaning as set forth in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
20 Members have been given the opportunity to request exclusion from the Class, the Court has
21 personal jurisdiction over the claims of all Class Members. The Court has subject matter
22 jurisdiction over this matter, including jurisdiction to approve the Settlement and grant final
23 certification of the Class.

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1 3. Final Class Certification. The Court finds that the Class satisfies all
2 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
3 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
4 paid or non-exempt employees of Defendants within the State of California at any time during
5 the period from September 13, 2020, through February 3, 2025 (“Class,” “Class Members,” and
6 “Class Period”).¹ There are 1,845 Participating Class Members who did not submit valid and
7 timely Requests for Exclusion from the Settlement (“Participating Class Members”).²

8 4. Adequacy of Representation. Class Counsel fully and adequately
9 represented the Class in entering and implementing the Settlement and satisfied the requirements
10 of Code of Civil Procedure section 382.

11 5. Class Notice. The Court finds that the Court Approved Notice of Class
12 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
13 distribution to the Class Members have been implemented pursuant to the Agreement and
14 Preliminary Approval Order. The Court finds that the Class Notice:

- 15 a. Constitutes notice reasonably calculated to apprise the Class Members of:
16 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
17 Settlement and their rights; (iii) their right to object to any aspect of the
18 Agreement; (iv) their right to exclude themselves from the Settlement;
19 (v) their right to receive settlement payments; (vi) their right to appear at
20 the Final Approval Hearing; and (vii) the binding effect of the orders and
21 judgment in this lawsuit on all Participating Class Members;
22 b. Constitutes notice that fully satisfied the requirements of Code of Civil
23 Procedure section 382, Rule of Court 3.769, and due process;

25 ¹ After reviewing the Class Data, the Administrator determined that the Escalator Clause
26 had been triggered. Pursuant to the Escalator Clause, Defendant elected to end the Class
27 Period and PAGA Period on an earlier date.

28 ² The Administrator mailed Class Notices to 1,846 Class Members and received one (1)
request for exclusion. As a result, there are 1,845 Participating Class Members.

c. Constitutes the best practicable notice to the Class Members under the circumstances of this lawsuit; and

d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Enforcement of the Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement.

7. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into in good faith, resulting from arm's-length negotiations by experienced counsel who have carried out and meaningfully investigated the disputed claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the Settlement Agreement according to its terms and provisions.

8. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. Those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims.

9. Release by the Participating Class Members. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former, present and future spouses, children, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, release and discharge the Released Parties from the Released Class Claims.

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- 1 a. Release by the Aggrieved Employee. Effective on the date when
2 Defendants fully fund the entire Gross Settlement Amount, all Participating
3 and Non-Participating Class Members, who are Aggrieved Employees, are
4 deemed to release and discharge, on behalf of themselves and their
5 respective former, present and future spouses, children, representatives,
6 agents, attorneys, heirs, administrators, executors, successors, and assigns,
7 the Released Parties from the Released PAGA Claims.
- 8 b. Release by Plaintiffs. Effective on the date when Defendants fully fund the
9 entire Gross Settlement Amount, Plaintiffs on behalf themselves and each
10 of their respective former, present and future spouses, children,
11 representatives, agents, attorneys, heirs, administrators, executors,
12 successors, and assigns generally release and discharge the Released
13 Parties from the Plaintiffs' Release. Furthermore, Plaintiffs knowingly and
14 voluntarily waive any and all rights or benefits they may have under the
15 terms of Civil Code section 1542.
- 16 c. Released Parties. The Released Parties include Defendants and each of
17 their past, present and/or future subsidiaries, dbas, parents, divisions,
18 related entities, joint venturers, and any other entities that could be
19 considered to have jointly employed the Class Members and/or Aggrieved
20 Employees, as well as each of their respective owners, co-employers, joint
21 employers, agents, officers, directors, stockholders, shareholders, investors,
22 members, principals, subsidiaries, affiliates, partners, predecessors,
23 successors, assigns, insurers, reinsurers, employees, attorneys, agents,
24 heirs, estates, executors, spouses, associates, representatives,
25 administrators, fiduciaries, trustees, accountants, auditors, company-
26 sponsored employee benefit plans of any nature, and all other legal entities
27 affiliated with the foregoing, individually and in their representative
28 capacities.

1 10. Gross Settlement Amount. The Court approves the payment of the Gross
2 Settlement Amount of \$942,000 to be paid by Defendants.

3 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses
4 Payment. The Court finds the Class Counsel Fees Payment of \$329,700, to be reasonable and
5 appropriate. The Court finds the Class Counsel Litigation Expenses Payment for reimbursement
6 of actual litigation costs of \$20,262.18, to be reasonable and appropriate. Such fees and costs are
7 to be paid pursuant to the terms and provisions of the Settlement. Defendants shall not be
8 required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by
9 Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendants shall
10 also not be required to pay for any other attorneys' fees or expenses, costs, or disbursements
11 incurred by Plaintiffs or Class Members in connection with or related to this matter.

12 a. Courts have an independent right and responsibility to review Class
13 Counsel Fees Payments and only award so much as determined reasonable.
14 (*Garabedian v. Stanislaus Cellular Telephone Co.* (2004) 118 Cal.App.4th
15 123, 127-128.) The Class Counsel Fees Payment of \$329,700 (35% of the
16 Gross Settlement Amount) are supported by the percentage fee method.
17 (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)
18 Considering the results achieved, financial risk undertaken, difficulty of
19 this litigation, skills required, percentage fees awarded in other cases, and
20 contingent fees charged in the private marketplace, the Court finds that the
21 Class Counsel Fees Payment is reasonable and is approved.

22 b. The Court has reviewed the Declaration of Douglas Han regarding costs
23 expended in prosecuting this case. Pursuant to the Settlement, Class
24 Counsel may seek reimbursement of up to \$25,000 in litigation costs. The
25 Court finds that Class Counsel expended \$20,262.18 in litigation costs and
26 that such costs were reasonable. Thus, the Court approves the Class
27 Counsel Litigation Expenses Payment of \$20,262.18 as reimbursement of
28 Class Counsel's litigation costs.

1 12. Class Representative Service Payments. The Court finds the Class
2 Representative Service Payments of \$10,000 to be paid to each Plaintiff (totaling \$20,000) out of
3 the Gross Settlement Amount, to be reasonable and appropriate. The Class Representative
4 Service Payments are to be paid pursuant to the terms and provisions set forth in the Agreement.

5 a. The rationale for making enhancement payments is that the class
6 representatives should be compensated for the expense and risk incurred in
7 conferring a benefit on the Class. Criteria courts consider include: (i) class
8 representatives' risk in commencing suit; (ii) notoriety and personal
9 difficulties encountered; (iii) amount of time and effort spent by class
10 representatives; (iv) litigation duration; and (v) personal benefit (or lack
11 thereof) enjoyed by class representatives.

12 b. The Court has reviewed Plaintiffs' declarations outlining Plaintiffs'
13 involvement in this case. Given the risks inherent in serving as the class
14 representatives, duration of the case, time involved, and benefits created
15 for the Class, the Court approves the Class Representative Service
16 Payments of \$10,000 to be paid to each Plaintiff (totaling \$20,000).

17 13. Administration Expenses Payment. The Court finds the Administration
18 Expenses Payment of \$20,000, to be paid to the Administrator from the Gross Settlement
19 Amount, to be reasonable and appropriate. The Administration Expenses Payment is to be paid
20 pursuant to the terms and provisions set forth in the Settlement Agreement.

21 a. The Court has reviewed the Declaration of Chantal Soto-Najera from CPT
22 Group, Inc., the Court-approved Administrator. The Court finds that
23 notice provided to the Class pursuant to the Preliminary Approval Order
24 constitutes the best practicable notice to the Class and satisfied due
25 process. The Court approves the Administration Expenses Payment of
26 \$20,000 for the Administrator's services in administering the Settlement.

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1 14. PAGA Penalties. The Court finds the PAGA Penalties of \$75,000, sixty-
2 five percent (65%) of which (\$48,750) will be paid to the California Labor and Workforce
3 Development Agency out of the Gross Settlement Amount and thirty-five percent (35%) of
4 which (\$26,250) will be distributed to the Aggrieved Employees, on a pro rata basis, to be
5 reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and
6 provisions set forth in the Settlement Agreement.

7 15. Fairness of the Settlement. As noted in the Preliminary Approval Order,
8 the Settlement is entitled a presumption of fairness. In the moving papers, Plaintiffs contend the
9 Settlement was the product of arm's-length negotiations following litigation, discovery, and
10 exchange of documentation. The negotiations were facilitated with the aid of Brandon
11 McKelvey, an experienced, well-respected mediator.

12 a. There were no objections to and only one (1) request for exclusion from
13 the Settlement, displaying the fairness of the Settlement.

14 16. Funding of the Gross Settlement Amount. Defendants shall fund the Gross
15 Settlement Amount by transmitting one-half (1/2) of the Gross Settlement Amount (\$471,000) to
16 the Administrator by February 15, 2026, or thirty (30) calendar days after Final Approval,
17 whichever date is later. Defendants will fund the remaining one-half (1/2) of the Gross
18 Settlement Amount (\$471,000) no later than February 15, 2027, or one (1) year following the
19 first payment date, whichever date is later. Within fourteen (14) calendar days after Defendants
20 fully fund the Gross Settlement Amount, the Administrator will mail checks to the appropriate
21 entities and persons.

22 17. Uncashed Checks. The Class Members must cash or deposit their
23 settlement checks within one hundred eighty (180) calendar days after the checks are issued.
24 Uncashed settlement checks will be canceled and transmitted to the agreed-upon *cy pres*
25 recipient, the Boys and Girls Club of Stanislaus County.

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1 18. Compliance Hearing. The Court sets a compliance hearing on September
2 24, 2027 at 8:30 a.m. in Department 21. A compliance status report along with a Proposed
3 Amended Judgment shall be filed within five (5) court days before this hearing. Pursuant to Code
4 of Civil Procedure section 384, the compliance status report shall specify the total amount paid to
5 the Participating Class Members and the residual of unclaimed settlement funds that will be paid
6 to the entity identified as the recipient of such funds in the Agreement.

7 19. Modification of the Agreement. The Agreement may be amended or
8 modified only by a written instrument signed by all Parties and their counsel or their
9 representatives/successors-in-interest. Such amendments or modifications shall be consistent
10 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

11 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
12 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
13 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
14 and for any other necessary purpose, including, without limitation:

- 15 a. Entering such additional orders as may be necessary or appropriate to
16 protect or effectuate this Order and Judgment approving the Settlement
17 Agreement, and permanently enjoining Plaintiffs from initiating or
18 pursuing related proceedings, or to ensure the fair and orderly
19 administration of the Settlement Agreement;
- 20 b. Enforcing the terms and provisions of the Settlement Agreement and
21 resolving any disputes, claims, or causes of action in this lawsuit that, in
22 whole or in part, are related to or arise out of the Settlement Agreement or
23 this Order and Judgment; and
- 24 c. Entering any other necessary or appropriate orders to protect and
25 effectuate this Court's retention of continuing jurisdiction.

26 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
27 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
28 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 IT IS SO ORDERED.

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9 DATED: 10/14/2025 _____



HONORABLE JOHN R. MAYNE
SUPERIOR COURT JUDGE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

On October 7, 2025, I served the foregoing document described as

Stacy Henderson (stacy@hendersonhatfield.com)
Raquel Hatfield (raquel@hendersonhatfield.com)
Vanessa Luna (vanessa@hendersonhatfield.com)

HENDERSON HATFIELD

1101 15th Street

Modesto, California 95354

Attorney(s) for Defendants Golden Bear PT Partners, LLC, et al.

[X] BY E-MAIL

Pursuant to an agreement between the Parties regarding electronic service, the above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 7, 2025, at Pasadena, California.


Christina Castro

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On October 22, 2025, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Anna Tovar, et al. v. Golden Bear Pt Partners, LLC, et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-1036588-24**
Court Case No.: CV-24-007273
[Consolidated with Case No. CV-24-007277]
Stanislaus County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 22, 2025, at Pasadena, California.



Christina Castro