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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

TIFFANY SOLIMAN, MARIA CARRALEZ,
and EUGENE BAUTISTA, on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

SATELLITE HEALTHCARE, INC.; and
DOES 1-100, inclusive,

Defendants.

Case No.: 21CV387218
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Theodore Zayner
DEPT: 19

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

1 WHEREAS, this action is pending before this Court as a putative class action (the
2 “Action”); and

3 WHEREAS, Plaintiffs, through an unopposed motion for final approval, have applied to
4 this Court for an order and judgment of final approval of the settlement of the Action in
5 accordance with the Joint Stipulation for Class and PAGA Representative Action Settlement and
6 Release (“Settlement Agreement”), and any exhibit annexed thereto, which sets forth the terms
7 and conditions for a proposed settlement and final resolution of the Action upon the terms and
8 conditions set forth therein; and

9 WHEREAS the Court, having read and considered the Settlement Agreement and any
10 exhibit annexed thereto, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED,
11 AND DECREED that the Motion for Final Approval of Class Action and PAGA Settlement is
12 GRANTED, subject to the following findings and orders:

13 NOW, THEREFORE, IT IS HEREBY ORDERED:

14 1. This Order incorporates by reference the definitions in the final version of the
15 Settlement Agreement which has been filed with the Court and all terms defined therein shall
16 have the same meaning in this Order as set forth in the Settlement Agreement;

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

19 3. The Court hereby grants final approval to and certifies the Class for settlement
20 purposes only. For the purposes of this settlement, the Class is defined as: All current and former
21 non-exempt California employees of Satellite who worked during the Class Period which is from
22 April 21, 2020, through September 6, 2023;

23 4. The Court finds that, for purposes of this settlement, Aggrieved Employees shall
24 mean Plaintiffs and all current and former non-exempt employees employed in California at any
25 time between September 29, 2020, through September 6, 2023;

26 5. The Court finds the distribution of Notice of Class Action and PAGA Settlement
27 (“Class Notice”) has been completed. The Class Notice constituted notice that was reasonably
28 calculated under the circumstances to apprise Class Members of the pendency of the Action, the

1 Settlement and its terms, and their right to exclude themselves from or object to the proposed
2 Settlement and to appear at the Final Approval Hearing. The Class Notice was reasonable and
3 constituted due, adequate, and sufficient notice to all persons entitled to receive notice and met
4 all applicable requirements of due process, and any other applicable rules or law. The Class
5 Notice fully satisfies due process requirements. The Class Notice was sent via U.S. Mail to all
6 persons entitled to such notice and to all Class Members who could be identified through
7 reasonable effort. As executed, the Class Notice was the best notice practicable under the
8 circumstances;

9 6. The Court finds that the Labor & Workforce Development Agency (“LWDA”)
10 has been provided timely and adequate notice of the proceedings in this matter and has made no
11 objections to the proceedings or to the Settlement of this matter;

12 7. The Court finds that there have been two (2) Requests for Exclusion from and no
13 Objections to the Settlement;

14 8. The Court hereby approves the terms set forth in the Settlement Agreement and
15 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
16 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
17 the Settlement Agreement has been reached as a result of informed and non-collusive arm’s-
18 length negotiations. The Court further finds that the parties have conducted extensive
19 investigation and research, and their attorneys were able to reasonably evaluate their respective
20 positions. The Court also finds that settlement now will avoid additional and potentially
21 substantial litigation costs, as well as delay and risks if the parties were to continue to litigate the
22 case The Court has reviewed the monetary recovery being provided as part of the Settlement and
23 recognizes the value accorded to Class Members.

24 9. Neither this Settlement Agreement nor this Order is an admission by Defendant or
25 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this
26 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to
27 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of
28 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

1 10. Defendant shall fund the Settlement Agreement, and the Settlement Administrator
2 will distribute settlement payments, pursuant to the procedures described in the Settlement
3 Agreement.

4 11. The Court confirms Named Plaintiffs Tiffany Soliman, Eugene Bautista, and
5 Maria Carralez as the Class Representatives. The Court hereby approves the class representative
6 service awards of Ten Thousand Dollars (\$10,000) to each of the Named Plaintiffs for their
7 services to the Class. The Court finds that this amount is fair and reasonable in light of Plaintiffs'
8 contributions to the litigation and risks absorbed. The payment of the Class Representative
9 Service Awards shall be made in accordance with the terms of the Settlement Agreement.

10 12. The Court hereby confirms that James R. Hawkins, Isandra Fernandez, and
11 Anthony L. Draper of the law firm of James Hawkins, APLC and Robert Wasserman of Mayall
12 Hurley P.C. as Class Counsel.

13 13. The Court hereby awards attorneys' fees in the amount of \$808,333.33 (i.e. 33%
14 of the Gross Fund of \$2,425,000.00) and costs and expenses of \$30,514.75 to Class Counsel. The
15 Court finds that the attorneys' fees and costs requested were reasonable in light of the relevant
16 factors under California law. The payment of fees and costs to Class Counsel shall be made in
17 accordance with the terms of the Settlement;

18 14. The Court grants final approval of \$50,000 in penalties under the Private
19 Attorneys General Act ("PAGA") Lab. Code section 2699 *et seq.* Of that amount, 75% equaling
20 \$32,500 shall be paid to the LWDA and 25% equaling \$17,500 shall be paid to Aggrieved
21 Employees. The payments authorized by this paragraph shall be made in accordance with the
22 terms of the Settlement;

23 15. The Court further approves the payment of \$22,718.00 to Atticus Administration
24 as the Settlement Administrator for the fees and costs of administering the settlement as set forth
25 in the Settlement Agreement. The payments authorized by this paragraph shall be made in
26 accordance with the terms of the Settlement;

1 16. Defendant shall have no further liability for costs, expenses, interest, attorneys'
2 fees, or for any other charge, expense, or liability, except as provided in the Settlement
3 Agreement;

4 17. This Judgment is intended to be a final disposition of the above-captioned action
5 in its entirety and is intended to be immediately appealable;

6 18. Pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure
7 section 664.6, the Court shall have and retain continuing jurisdiction over this action and the
8 parties and Class Members, including after the entry of this Order, to the fullest extent necessary
9 to interpret, enforce, and effectuate the terms and intent of the Settlement Agreement and this
10 Order and Judgment;

11 19. Counsel shall submit a Final Accounting Report at least ten (10) calendar days
12 prior to the date of the Final Accounting;

13 20. The Court sets a Final Accounting hearing on _____, 2025 at 09:30 a.m. in
14 Department 19 of the above-entitled court.

15
16
17 **IT IS SO ORDERED.**

18 **Dated:** _____

Hon. Theodore Zayner
Judge of the Santa Clara County Superior Court