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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

AMANDA VASQUEZ, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

MICARE CALIFORNIA, P.C., a California
corporation; EMPLOYEE BENEFIT
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company; and DOES
1-50, Inclusive,

Defendants.

Case No.: 23CECG01242

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Hearing Date: January 16, 2025

Hearing Time: 3:27 p.m.

Judge: Hon. Jeffrey Hamilton

Dept: 503

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Class Counsel Award and Service Award duly came on
3 for hearing on January 16, 2025, before the above-entitled Court. Zakay Law Group, APLC, and
4 the JCL Law Firm, APC, appeared on behalf of Plaintiff AMANDA VASQUEZ ("Plaintiff"). Fox
5 Rothschild LLP appeared on behalf of Defendants MICARE CALIFORNIA, P.C., a California
6 corporation, and EMPLOYEE BENEFIT MANAGEMENT SERVICES, LLC, a Delaware limited
7 liability company (hereinafter collectively "Defendants").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Fresno ("Court"), Case No. 22CECG01242,
16 entitled *Amanda Vasquez v. MiCare California, P.C., et al.* and over all Parties to this litigation,
17 including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On August 22, 2024, the Court granted preliminary approval of a class-wide
20 settlement. At this same time the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Class Notice was
25 mailed by first class mail to the Class Members at their last known addresses on September 12,
26 2024. Mailing of the Class Notice to their last known addresses was the best notice practicable under
27 the circumstances and was reasonably calculated to communicate actual notice of the litigation and
28

1 the proposed settlement to the members of the Class Members. The Court finds that the Class Notice
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was October 27, 2024.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness Of The Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$150,000. The
9 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
10 1794, 1801.)

11 a. The settlement was reached through arms-length bargaining between
12 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
13 settlement.

14 b. The Parties' investigation and discovery have been sufficient to allow
15 the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. No objections were received. No requests for exclusion were
20 received.

21 e. The participation rate is high. 100% of Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
25 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
26 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
27 litigation and the delays which would ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Participating Class Members.

3 **PAGA Payment**

4 9. The Agreement provides for a payment of PAGA Payment in the amount of
5 \$10,000.00. The Court has reviewed the PAGA Payment amount and finds and determines that the
6 PAGA Payment and the allocation of \$7,500.00 to LWDA and \$2,500.00 to Aggrieved Employees
7 is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.*
8 (2021) 72 Cal.App.5th 56.

9 **Class Counsel Award**

10 10. The Agreement provides for a payment for a Class Counsel Award in the
11 amount of up to Seventy Thousand Dollars and Zero Cents (\$67,505.63). Subject to Court
12 approval, the Attorneys' Fees and Costs consists of attorneys' fees equal to one-third (1/3) of the
13 Gross Settlement Amount, or Fifty Thousand Dollars and Zero Cents (\$50,000.00) and
14 reimbursement of litigation expenses in the amount of Seventeen Thousand Four Hundred Eighty-
15 Six Dollars and Thirty-Two Cents (\$17,505.63).

16 11. Class Counsel Award of Sixty Seven Thousand Four Hundred Eighty-Six
17 Dollars and Thirty-Two Cents (\$67,505.63) comprised of attorneys' fees in the amount of Fifty
18 Thousand Dollars and Zero Cents (\$50,000.00) and reimbursement of litigation expenses in the
19 amount of Seventeen Thousand Four Hundred Eighty-Six Dollars and Thirty-Two Cents
20 (\$17,505.63) is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked
21 by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award
22 represents 1/3 of the common fund, which is reasonable, and is supported by Class Counsel's
23 lodestar.

24 **Service Award**

25 12. The Agreement provides for an Enhancement Payment of up to Five
26 Thousand Dollars and Zero Cents (\$5,000.00) allocated to Plaintiff, subject to the Court's approval.
27 The Court finds that the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) is reasonable
28 in light of the risks and burdens undertaken by Plaintiff in this class action litigation.

1 **Settlement Administration Costs**

2 13. The Agreement provides for Settlement Administration Costs to be paid in
3 an amount not to exceed \$3,990.00. The Declaration of the Administrator provides that the actual
4 claims Settlement Administration Costs were \$3,990.00. The amount of this payment is reasonable
5 in light of the work performed by the Administrator.

6 **II.**

7 **ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9 1. The Class is certified for the purposes of settlement only. The Settlement
10 Class is hereby defined to include:

11 All persons who are or previously were employed by Defendant as a non-exempt
12 employee in California during the Class Period (April 3, 2019, through April 3,
13 2024).

14 2. There are 46 participating members of the Class. Every person in the Class
15 who did not opt out is a Settlement Class Member. After providing Notice to the Class, there are
16 no opt-outs or objections to the Settlement.

17 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
18 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
19 this Order and the terms of the Agreement.

20 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
21 exchange the Class Members shall release the Defendants from the “Released Class Claims” and
22 the “Aggrieved Employees” shall release the Defendants from the “Released PAGA Claims.”

23 a. The “Released Class Claims” are defined as all class claims alleged
24 in the Operative Complaint, or which could have reasonably been alleged in the Operative
25 Complaint based on the facts alleged, which occurred during the Class Period, and expressly
26 excluding all other claims, including claims for vested benefits, wrongful termination,
27 unemployment insurance, disability, social security, workers’ compensation, and class claims
28 outside of the Class Period.

1 b. The “Aggrieved Employees” are defined as all persons who are or
2 previously were employed by Defendant as a non-exempt employee in California at any time during
3 the PAGA Period.

4 c. The “Released PAGA Claims” are defined as all PAGA claims
5 alleged in the Operative Complaint in the Action and Plaintiff’s PAGA notice to the LWDA which
6 occurred during the PAGA Period, and expressly excluding all other claims, including claims for
7 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’
8 compensation, and PAGA claims outside of the PAGA Period.

9 5. Class Counsel are awarded attorneys’ fees in the amount of Sixty-Seven
10 Thousand Four Hundred Eighty-Six Dollars and Thirty-Two Cents (\$67,505.63) for the Class
11 Counsel Award comprised of one-third of the Gross Settlement Amount, or Fifty Thousand
12 Dollars and Zero Cents (\$50,000.00) for attorneys’ fees and litigation expenses in the amount of
13 Seventeen Thousand Four Hundred Eighty-Six Dollars and Thirty-Two Cents (\$17,505.63). Class
14 Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
15 Plaintiff, or members of the Class.

16 6. The payment of the Service Award to the Plaintiff in the amount of \$5,000.00
17 is approved.

18 7. The payment of \$3,990.00 to the Administrator for Settlement
19 Administration Costs is approved.

20 8. The PAGA Payment of \$10,000.00 is hereby approved as fair, reasonable,
21 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court finds
22 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
23 or collusion.

24 9. Final Judgment is hereby entered in this action. The Final Judgment shall
25 bind each Settlement Class Member.

26 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
27 California and all Aggrieved Employees, pursuant to the California Private Attorneys’ General Act
28 (“PAGA”).

1 11. The Court further finds and determines that Class Counsel satisfied California
2 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
3 under the Private Attorney General Act (“PAGA”) on April 9, 2024.

4 12. The Court orders Class Counsel to comply with California Labor Code §
5 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s
6 entry of this Order.

7 13. The Agreement is not an admission by Defendant, nor is this Final Approval
8 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
9 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
10 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
11 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
12 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
13 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
14 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
15 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
16 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
17 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
18 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
19 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
20 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
21 or issue preclusion or similar defense as to the claims being released by the Settlement.

22 14. Notice of entry of this Final Approval Order and Judgment shall be given to
23 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
24 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
25 Approval Order and Judgment shall be posted on Administrator’s website as indicated in the Class
26 Notice.

27 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
28 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a

claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

16. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

DATED: _____, 2025

Hon. Jeffrey Hamilton
JUDGE OF THE SUPERIOR COURT