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Attorneys for Plaintiff AMANDA VASQUEZ

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] JUDGMENT

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. The parties having settled this
4 action and the Court having entered an Order Granting Motion for Final Approval of Class Action
5 and PAGA Settlement and good cause appearing therefore,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 The certification of the Class is confirmed for the purposes of settlement. The Class is
8 defined as "all persons who are or previously were employed by Defendant as a non-exempt
9 employee in California at any time during the period from April 3, 2019, through April 3, 2024"
10 ("Class Period"). All persons who meet the foregoing definition are Settlement Class Members,
11 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

12 1. Except as set forth in the Agreement, the Order Granting Motion for Final
13 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
14 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
15 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
16 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

17 2. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
18 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
19 supervise and adjudicate any dispute arising from or in connection with the distribution of
20 settlement benefits.

21 3. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and
22 each Class Member who has not validly opted out has released Defendants from the "Released
23 Class Claims" as set forth in the Agreement.

24 4. As used in paragraph 4 above, the quoted terms have the meanings set forth below:

25 (a) The "Released Class Claims" are defined as all class claims alleged in the
26 Operative Complaint, or which could have reasonably been alleged in the Operative Complaint
27 based on the facts alleged, which occurred during the Class Period, and expressly excluding all
28

1 other claims, including claims for vested benefits, wrongful termination, unemployment insurance,
2 disability, social security, workers' compensation, and class claims outside of the Class Period.

3 5. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
4 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
5 "Aggrieved Employee" have released the Released Parties from the "Released PAGA Claims" for
6 the "PAGA Period" as set forth in the Agreement.

7 6. As used in paragraph 6 above, the quoted terms have the meanings set forth below:

8 (a) The "Aggrieved Employees" are defined as all persons who are or
9 previously were employed by Defendant as a non-exempt employee in California at any time
10 during the PAGA Period.

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12 (b) The "PAGA Period" is defined as the period between March 31, 2022,
13 through April 3, 2024.

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15 (c) The "Released PAGA Claims" are defined as all PAGA claims alleged in
16 the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred
17 during the PAGA Period, and expressly excluding all other claims, including claims for vested
18 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
19 compensation, and PAGA claims outside of the PAGA Period.

20 7. This Court hereby grants final approval and awards the following: (i) Sixty-Seven
21 Thousand Four Hundred Eighty-Six Dollars and Thirty-Two Cents (\$67,505.63) for the Class
22 Counsel Award comprised of one-third of the Gross Settlement Amount, or Fifty Thousand
23 Dollars and Zero Cents (\$50,000.00) for attorneys' fees and litigation expenses in the amount of
24 Seventeen Thousand Four Hundred Eighty-Six Dollars and Thirty-Two Cents (\$17,505.63); (ii)
25 the Service Award to Class Representative Amanda Vasquez in the amount of Five Thousand
26 Dollars and Zero Cents (\$5,000.00); (iii) Settlement Administration Costs of Three Thousand
27 Nine Hundred and Ninety Dollars and Zero Cents (\$3,990.00) to APEX Class Action LLC; (iv)
28 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (75% of the PAGA Payment)

1 to the Labor and Workforce Development Agency (“LWDA Payment”); and Two Thousand Five
2 Hundred Dollars and Zero Cents (\$2,500.00) (25% of the PAGA Payment) allocated to the
3 Aggrieved Employee Payments.

4 8. Plaintiff shall give notice of this Judgment to the Labor and Workforce
5 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
6 California Labor Code section 2699(1)(3).

7 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
8 **ORDERED.**

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10 DATED: _____, 2025

11 _____
12 Hon. Jeffrey Hamilton
13 JUDGE OF THE SUPERIOR COURT
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