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15 Attorneys for Plaintiff EVA YANEZ, on behalf of herself
16 and all others similarly situated

17 **SUPERIOR COURT OF CALIFORNIA**

18 **FOR THE COUNTY OF SANTA CLARA**

19 EVA YANEZ, on behalf of herself and all
20 others similarly situated,

21 Plaintiff,

22 v.

23 GARDNER FAMILY HEALTH
24 NETWORK, INC., a California corporation;
25 and DOES 1 through 10, Inclusive,

26 Defendants

Case No. 20CV364033

ASSIGNED FOR ALL PURPOSES TO:
The Honorable Theodore C. Zayner
Department 19

CLASS ACTION

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

Hearing Set by September 21, 2023 Order

Date: December 6, 2023

Time: 1:30 p.m.

Dept: 19

Judge: Hon. Theodore C. Zayner

Complaint filed: February 24, 2020

Trial date: Not set

1 This matter came on for hearing on December 6, 2023 in Department 19 of the above-
2 captioned Court on Plaintiff’s Motion for Order Granting Final Approval of Class Action
3 Settlement and Entering Judgment (“Motion”) pursuant to California Rule of Court 3.769, the
4 Joint Stipulation of Settlement and Release of Class Action filed November 23, 2022
5 (“Settlement Agreement”), the Order Granting Preliminary Approval of Class Action
6 Settlement issued May 16, 2023 (“Preliminary Approval Order”), and the December 6, 2023
7 Minute Order Re Motion (“Minute Order”).

8 Pursuant to the Minute Order, and having received and considered the Settlement
9 Agreement, the supporting papers, evidence and argument received by the Court with the
10 Motion for Preliminary Approval of Class Action Settlement, and evidence and argument
11 received by the Court with the Motion for Order Granting Final Approval of Class Action
12 Settlement, the Court grants final approval of the Settlement and ORDERS AND MAKES THE
13 FOLLOWING DETERMINATIONS:

14 1. Pursuant to the Court’s Preliminary Approval Order, Notice of Class Action
15 Settlement was sent to each Class Member by first-class United States mail, informing the Class
16 of the Settlement terms, right to receive a Settlement Payment without taking any action,
17 comment on or object to the Settlement, and appear in person or by counsel and be heard at the
18 final approval hearing. Adequate periods of time were provided for each of these procedures.

19 2. No Settlement Class member filed a written objection to the proposed Settlement
20 or stated an intention to appear at the final approval hearing.

21 3. Four (4) Settlement Class member requested exclusion from the Settlement:
22 Amishi Khandelwal, Chitra Malani, Willie David Menchaca, Jennifer De La Cruz Vargas.

23 4. The Court finds and determines this notice procedure afforded adequate
24 protections to the Class and provides the basis for the Court to make an informed decision
25 regarding Settlement approval based on the responses of the Class. The Court finds and
26 determines the notice provided in this case was the best notice practicable, which satisfies the
27 requirements of law and due process.

28 5. For purposes of Settlement approval only, the Court finds: (a) the proposed Class

1 is ascertainable and so numerous joinder of all members is impracticable; (b) there are questions
2 of law or fact common to the proposed Class, and a well-defined community of interest among
3 proposed Class Members in the subject matter of the class action; (c) the claims of Class
4 Representative are typical of the claims of proposed Class Members; (d) the Class
5 Representative has and will fairly and adequately protect the interests of Class Members; (e) a
6 class action is superior to other available methods for efficient adjudication of this controversy
7 in the context of settlement; and (f) Class Representative’s counsel of record are qualified to
8 serve as her counsel as an individual and Class Representative.

9 6. Class Members are defined for Settlement purposes as: “All non-exempt
10 employees of Defendant who worked at any time from February 24, 2016, to March 18, 2022,
11 in the State of California.”

12 7. For purposes of this Settlement, PAGA Aggrieved Employees are defined as:
13 “Class Members who worked anytime from January 24, 2019 to March 18, 2022.”

14 8. The Court finds and determines the terms of the Settlement Agreement are fair,
15 reasonable, and adequate and, having found the Settlement was reached as a result of informed
16 and non-collusive arms’-length negotiations facilitated by a neutral, experienced mediator,
17 directs the Parties to effectuate the Settlement terms as set forth in the Settlement Agreement.
18 The Court finds the Parties conducted extensive investigation, research, and informal discovery,
19 and their attorneys were able to reasonably evaluate their respective positions. The Court also
20 finds Settlement will enable the Parties to avoid additional and potentially substantial litigation
21 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
22 reviewed the monetary recovery and recognizes the significant value provided to the Class.

23 9. The Court finds and determines the terms of the Settlement are fair, reasonable
24 and adequate to the Class and each Class Member, the Settlement is ordered finally approved,
25 and all terms of the Settlement Agreement should be and are ordered to be consummated.

26 10. The Court finds and determines Settlement Payments to be paid to Participating
27 Class Members and PAGA Aggrieved Employees under the Settlement are fair and reasonable.
28 The Court grants final approval to and orders payment of those amounts to Participating Class

1 Members and PAGA Aggrieved Employees in accordance with the Settlement Agreement.

2 11. The Court finds and determines fees and expenses to administer the Settlement
3 incurred by CPT Group, Inc. of \$10,639.23 are fair and reasonable. The Court grants final
4 approval to and orders payment of that amount in accordance with the Settlement Agreement.

5 12. The Court finds and determines the Class Representative Service Payment of
6 \$5,000.00 to Plaintiff Eva Yanez is fair and reasonable, and orders the Administrator to make
7 this payment in accordance with the terms of the Settlement Agreement.

8 13. The Court finds and determines payment to the California Labor and Workforce
9 Development Agency of \$22,500.00 as its share of the Settlement of civil penalties under the
10 Private Attorneys General Act is fair, reasonable, and appropriate. The Court grants final
11 approval to and orders that amount be paid in accordance with the Settlement Agreement.

12 14. The Court awards Class Counsel attorneys' fees of \$375,000.00 [Cohelan
13 Khoury & Singer 50%; Law Offices of Sahag Majarian II 50%] and litigation costs of
14 \$20,303.00. The Court finds such amounts to be fair and reasonable. The Court orders the
15 Administrator to make these payments in accordance with the Settlement Agreement.

16 15. Without affecting the finality of this Order or the entry of judgment in any way,
17 the Court retains jurisdiction of all matters relating to the interpretation, administration,
18 implementation, effectuation, and enforcement of this Order and the Settlement Agreement.

19 16. The Settlement is not an admission of liability by Defendant or any of
20 Defendant's current or former parent companies, subsidiary or related companies, partnerships,
21 joint ventures, representatives, attorneys, agents, insurers, employee benefit programs (and the
22 trustees, administrators, fiduciaries, and insurers of such programs), and any other persons
23 acting by or through any of those persons or entities, or their successors, ("Released Parties"),
24 nor is this Order or entry of judgment a finding any claim in the Actions against Defendant is
25 valid. This Order, entry of judgment, or Settlement, may not be construed as, or used as an
26 admission of, any fault, wrongdoing or liability by Defendant or any Released Party.
27 Negotiating, entering or carrying out the Settlement, shall not be offered in evidence against any
28 Released Party in any action or proceeding in any court, administrative agency or tribunal for

1 any purpose except to enforce this Order or Judgment. However, any Released Party may file in
2 any proceeding, this Order or Judgment, or any papers filed in the Action, to support defenses
3 of res judicata, collateral estoppel, release, claim or issue preclusion or any similar defense.

4 17. Plaintiff and Participating Class Members will forever completely release and
5 discharge, to the fullest extent permitted by law, Released Parties from all causes of action and
6 factual or legal theories that were alleged in the Complaint or reasonably could have been
7 alleged based on the facts alleged in the Complaint, including: (a) failure to pay minimum
8 wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to
9 provide rest breaks; (e) failure to provide accurate itemized wage statements; (f) failure to
10 timely pay wages due upon separation of employment; (g) Violations of the Unfair Competition
11 Law; (h) civil penalties under PAGA. (collectively, the “Released Claims”). The Released
12 Claims include all claims for compensatory, consequential, incidental, liquidated, punitive, and
13 exemplary damages; restitution; interest; costs and fees; injunctive or equitable relief; and any
14 other remedies available at law or equity during the Class Period.

15 18. Nothing in this Order shall preclude any action to enforce the Settlement
16 Agreement or this Order, including the requirement Defendant make payments to Participating
17 Class Members and PAGA Aggrieved Employees in accordance with the Settlement.

18 19. The Judgment, once entered, shall constitute a judgment for purposes of
19 California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this
20 Order, judgment shall be entered within the meaning and for purposes of Code of Civil
21 Procedure sections 577 and 904.1(a), and the Plaintiff/Class Representative, Participating Class
22 Members and PAGA Aggrieved Employees shall take nothing from Released Parties except as
23 expressly set forth in the Settlement Agreement.

24 20. The Parties will comply with California Rules of Court Rule 3.771(b), by giving
25 notice to Class Members by posting the Final Approval Order and Judgment on the Settlement
26 Administrator’s website.

27 21. Pursuant to Labor Code section 2699(l)(3), Plaintiff shall submit a copy of this
28 Order and Judgment to the California Labor and Workforce Development Agency within 10


1 days after entry of this Order and Judgment.

2 22. The Parties will bear their own costs and attorneys' fees except as otherwise
3 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

4 23. The Court sets a Settlement Compliance hearing for August 7, 2024 at 2:30 p.m.
5 in Department 19. At least ten court days before the hearing, Class Counsel and the Settlement
6 Administrator shall submit a summary accounting of the net settlement fund identifying
7 distributions made pursuant to this Order, the number and value of any uncashed checks, the
8 status of any unresolved issues, and any other matters appropriate to bring to the court's
9 attention. Counsel may appear at the compliance hearing remotely.

10 IT IS SO ORDERED.

11
12 Date: January 12, 2024



Honorable Theodore C. Zayner
Judge of the Superior Court

13
14
15 **ORDER APPROVED AS TO FORM AND CONTENT:**

16 COHELAN KHOURY & SINGER

17
18 Date: January 4, 2024

By:



Jeff Geraci

Attorneys for Plaintiff Eva Yanez, on behalf of
herself and all others similarly situated

19
20
21 LEWIS BRISBOIS BISGAARD
& SMITH LLP

22
23 Date: January 4, 2024

By:



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Adam G. Khan

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Health Network, Inc.