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

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

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

Plaintiff,

v.

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

Defendants

Case No. 20CV364033

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

CLASS ACTION

{PROPOSED} JUDGMENT

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 Pursuant to the Joint Stipulation of Settlement and Release of Class Action filed
2 November 23, 2022 (“Settlement Agreement”), the Order Granting Preliminary Approval of
3 Class Action Settlement issued May 16, 2023 (“Preliminary Approval Order”), the December 6,
4 2023 Minute Order Re Motion for Final Approval of Class Action Settlement, and the Order
5 Granting Final Approval of Class Action Settlement (“Final Approval Order”), IT IS
6 ORDERED, ADJUDGED, AND DECREED that:

7 1. The Court enters Judgment consistent with the Final Approval Order and the
8 Settlement Agreement. Plaintiff Eva Yanez, Participating Class Members, and PAGA
9 Aggrieved Employees shall take nothing from Defendant Released Parties, except as expressly
10 set forth in the Settlement Agreement and Final Approval Order.

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

13 3. The Court defined the following:

14 a. “Class”: All non-exempt employees of Defendant who worked at any
15 time from February 24, 2016, to March 18, 2022, in the State of California.

16 b. “Class Member”: Each person eligible to participate in this Settlement
17 who is a member of the Class as defined above.

18 c. “PAGA Aggrieved Employees”: Class Members who worked anytime
19 from January 24, 2019 to March 18, 2022.”

20 d. “Class Period”: The period from February 24, 2016, to March 18, 2022.

21 e. “PAGA Period”: The period from January 24, 2019 to March 18, 2022.

22 f. “Defendant”: Gardner Family Health Network, Inc.

23 g. “Class Representative(s)” or “Plaintiff(s)”: Eva Yanez.

24 h. “Effective Final Settlement Date”: The date when Final Approval of the
25 Settlement can no longer be appealed or, if there are no objectors and no Plaintiff(s) in
26 intervention at the time the Court grants Final Approval, the date the court enters judgment
27 granting Final Approval of the Settlement.

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1 i. “Participating Class Members”: All Class Members who do not submit a
2 valid and timely request to exclude themselves from the class action Settlement.

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

12 k. “Released Parties”: Defendant and all of Defendant’s current or former
13 parent companies, subsidiary or related companies, partnerships, joint ventures, representatives,
14 attorneys, agents, insurers, employee benefit programs (and the trustees, administrators,
15 fiduciaries, and insurers of such programs), and any other persons acting by or through any of
16 those persons or entities, or their successors.

17 4. The Gross Settlement Amount is \$1,125,000.00. Through its Final Approval
18 Order, the Court has authorized the following distributions from the Gross Settlement Amount:

19 a. The Court finds and determines the Settlement Payments to Participating
20 Class Members provided by the Settlement Agreement are fair and reasonable. The Court grants
21 final approval to and orders Payments be made in accordance with the Agreement.

22 b. The Court authorizes payment of administrative costs to CPT Group, Inc.
23 from the Gross Settlement Amount in the amount of \$10,639.23.

24 c. The Court authorizes payment of a Class Representative Service Payment
25 to Plaintiff Eva Yanez from the Gross Settlement Amount in the amount of \$5,000.00.

26 d. The court authorizes payment of attorneys’ fees from the Gross
27 Settlement Amount to Class Counsel in the amount of \$375,000.00 [Cohelan Khoury & Singer
28 50%; Law Offices of Sahag Majarian II 50%].

1 e. The Court authorizes payment of litigation expenses from the Gross
2 Settlement Amount to Class Counsel in the amount of \$20,303.00.

3 f. The Court finds and determines the PAGA Payment in the amount of
4 \$22,500.00 to be paid to the California Labor and Workforce Development Agency representing
5 the 75% share of the \$30,000.00 for civil penalties is fair, adequate and reasonable, and
6 7,500.00 representing 25% share of the \$30,000.00 civil penalties to be paid to PAGA
7 Aggrieved Employees are fair and reasonable and orders that these amounts be paid.

8 5. All funds represented by uncashed settlement checks are to be delivered to cy
9 pres recipient, Legal Aid at Work, a non-profit provider of legal services within two hundred
10 (200) calendar days after the checks are mailed.

11 6. Nothing shall preclude any action to enforce obligations under the Settlement
12 Agreement, Final Approval Order, or this Judgment, including Defendant's payment obligations
13 to Participating Class Members and PAGA Aggrieved Employees.

14 7. The Parties will bear their own costs and attorneys' fees except as provided by
15 this Court's Judgment awarding Class Counsels' attorneys' fees and litigation costs.

16 8. The Court enters final judgment in accordance with the terms of the Settlement
17 Agreement and the Final Approval Order.

18 9. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving notice
19 to the Class Members with the posting of the Final Approval Order and this Judgment on the
20 Administrator's Website case information page.

21 10. Pursuant to Labor Code section 2699(1)(3), Plaintiffs shall submit a copy of this
22 Judgment to the California Labor and Workforce Development Agency within 10 days after
23 entry of the Judgment.

24 11. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains
25 jurisdiction over the parties with respect to enforcement of this Judgment under California Code
26 of Civil Procedure Section 664.6.

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

7 IT IS SO ORDERED, ADJUDGED, AND DECREED.

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9 Date: January 12, 2024

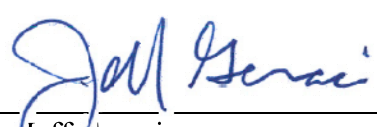


Honorable Theodore C. Zayner
Judge of the Superior Court

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13 **JUDGMENT APPROVED AS TO FORM AND CONTENT:**

14 COHELAN KHOURY & SINGER


15
16 Date: January 4, 2024

17 By: 

Jeff Geraci
Attorney for Plaintiff Eva Yanez, on behalf of
18 herself and all others similarly situated

19 LEWIS BRISBOIS BISGAARD
& SMITH LLP

20
21 Date: January 4, 2024

22 By: 

Charles S. Painter
Adam G. Khan
Attorneys for Defendant Gardner Family
23 Health Network, Inc.