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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF MARIN

12 JULIE MELENDEZ, individually, and on  
behalf of other members of the general public  
13 similarly situated,

14 Plaintiff,

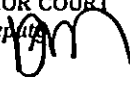
15 vs.

16 PRIMA MEDICAL FOUNDATION, a  
California corporation; MARIN GENERAL  
17 HOSPITAL, a California corporation; and  
DOES 1 through 10, inclusive,

19 Defendants.

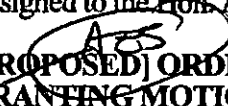
FILED

JUN 08 2023

JAMES M. KIM, Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
By: D. Macias, Deputy 

Case No.: CIV-2100736

Assigned to the Hon. Andrew E. Sweet

  
[PROPOSED] ORDER AND JUDGMENT  
GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS' FEES, COSTS AND  
EXPENSES, AND A CLASS  
REPRESENTATIVE ENHANCEMENT  
PAYMENT

Date: May 19, 2023

Time: 1:30 p.m.

Place: Department E

Complaint Filed: February 26, 2021

1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class  
3 Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and a Class Representative  
4 Enhancement Payment (collectively, the "Motions"). Due and adequate notice having been given to  
5 Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed  
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being  
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and  
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil  
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the  
12 Joint Stipulation of Class Action Settlement and Release (collectively, "Settlement Agreement" or  
13 "Settlement"), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all  
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements  
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable  
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
19 with the laws of the State of California and due process. The Class Notice fairly and adequately  
20 described the settlement and provided Class Members with adequate instructions and a variety of means  
21 to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval  
23 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the  
24 Court determines that all Class Members who did not timely and properly opt out of the settlement are  
25 bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the  
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,  
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and  
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence  
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the  
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with  
8 sufficient information about the nature and magnitude of the claims being settled, as well as the  
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will  
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the  
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement  
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant Prima Medical Foundation  
20 or by any other Released Party, nor is this Order a finding of the validity of any allegations or of any  
21 wrongdoing by Defendant or any other Released Party. Neither this Order, the Settlement Agreement,  
22 nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be  
23 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, waiver of  
24 defenses, or liability whatsoever by or against Defendant or any of the other Released Parties.

25 10. With the exception of Francellina Leonares and Sheri Kneier, who opted out of the  
26 Settlement Class, final approval shall be with respect to: All individuals who are or previously were  
27 employed by Defendant Prima Medical Foundation in California who were classified as hourly, non-  
28 exempt employees during the period February 26, 2017 to June 20, 2022.

1           11. Plaintiff Julie Melendez is an adequate and suitable representative and is hereby  
2 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment  
3 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the  
4 Settlement Class, and that her interests are aligned with those of the Settlement Class.

5           12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of  
6 \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all  
7 claims arising out of her employment with Defendant.

8           13. The Court finds that the attorneys at Capstone Law APC have the requisite  
9 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The  
10 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position  
11 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

12           14. The settlement of civil penalties under PAGA in the amount of \$60,000 is hereby  
13 approved. Seventy-Five Percent (75%), or \$45,000, shall be paid to the California Labor and Workforce  
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$15,000, will be paid to PAGA  
15 Members.

16           15. The Court hereby awards \$366,667 in attorneys' fees and \$28,170 in costs and expenses  
17 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a  
18 contingency fee in a class action such as this; i.e., one-third of the common fund created by the  
19 settlement.

20           16. The Court approves settlement administration costs and expenses in the amount of  
21 \$12,500 to CPT Group, Inc.

22           17. All Class Members were given a full and fair opportunity to participate in the Approval  
23 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
24 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed  
25 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order  
26 shall be forever binding on all Participating Class Members. These Participating Class Members have  
27 released and forever discharged the Released Parties for any and all Released Class Claims:

28           All claims, rights, demands, liabilities, and causes of action, reasonably arising

1 from, or related to, the same set of operative facts as those set forth in the operative  
2 complaint against Defendant, its predecessors, successors, parent companies,  
3 related entities, subsidiaries, affiliates, investors, management companies,  
4 franchisees, owners, attorneys, vendors, assigns, and organizations controlled by,  
5 controlling, or under common control with Defendant, and their directors, officers,  
6 trustees, employees, agents, insurers, and re-insurers, whether in their individual  
7 or official capacities (collectively, "Released Parties") during the Class Period,  
8 including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break  
9 violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure  
10 to timely pay wages upon termination based on the preceding claims; (v) all claims  
11 for the failure to timely pay wages during employment based on the preceding  
12 claims; (vi) all claims for the failure to reimburse for necessary business expenses;  
13 (vii) all claims for wage statement violations based on the preceding claims; and  
14 (viii) all claims asserted through California Business & Professions Code §§  
15 17200, *et seq.*

16 18. Additionally, all PAGA Members and the LWDA have released and forever discharged  
17 the Released Parties for any and all Released PAGA Claims: All claims for civil penalties asserted  
18 through California Labor Code §§ 2698, *et seq.* against the Released Parties, that reasonably arise out of  
19 or are related to the Released Class Claims during the PAGA Period.


20 19. Judgment is entered only as to Defendant Prima Medical Foundation. Without affecting  
21 the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-  
22 captioned action and the parties, including all Participating Settlement Members, for purposes of  
23 enforcing the terms of the Judgment entered herein.

24 20. Plaintiff shall file a declaration from the Settlement Administrator regarding the  
25 completion of settlement administration activities no later than May 19, 2024.

26 21. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule  
27 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the  
28 Settlement Administrator's website.

**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

Dated: 6/8/2023

  
\_\_\_\_\_  
Hon. Andrew E. Sweet  
Marin County Superior Court Judge