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14  
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE COUNTY OF SAN DIEGO**

17 VIRGINIA PAYABYAB, MARIE APONTE,  
18 MEGAN WILDER, individually, and on behalf of  
19 all others similarly situated,

20 *Plaintiffs,*

21 v.

22 BRIDGE HOSPICE LLC, a California  
23 corporation, and DOES 1 through 10, inclusive,

24 *Defendants.*

**FILED**  
Clerk of the Superior Court

DEC 08 2023

By: V. Secaur

**ELECTRONICALLY RECEIVED**  
Superior Court of California,  
County of San Diego  
11/14/2023 at 03:29:08 PM  
Clerk of the Superior Court  
By Andrea Naranjo, Deputy Clerk

Case No.: 37-2021-00046218-CU-OE-CTL

**CLASS ACTION**

[Assigned for all purposes to: Hon. Timothy Taylor, Dept. C-72] Marcella O. McLaughlin

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

**FINAL APPROVAL HEARING**

Date: December 8, 2023

Time: 1:30 p.m.

Dept: C-72

Complaint filed: October 29, 2021

FAC filed: December 7, 2022

1           The Court has before it Plaintiffs Virginia Payabyab, Marie Aponte, and Megan Wilder’s  
2 (“Plaintiffs”) Motion for Final Approval of Class Action Settlement (the “Final Approval  
3 Motion”), and after review and consideration of the parties’ fully executed Stipulation of Class  
4 and PAGA Action Settlement and Release and Class Notice (collectively, the “Settlement” or  
5 “Settlement Agreement”) and the papers in support of the Final Approval Motion, due and  
6 adequate notice having been given to the Class Members, and the Court having reviewed and  
7 considered the Settlement, all papers filed, the record, proceedings in the above-entitled action  
8 (“Litigation” or “Action”), and all oral and written comments received regarding the Settlement,  
9 and good cause appearing therefor,

10           IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

11           1.       The Court, for purposes of this Order, adopts all defined terms as set forth in the  
12 Settlement filed in this case.

13           2.       The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the  
14 Settlement Class Members, the PAGA Group Members and Defendant Bridge Hospice LLC  
15 (“Defendant”).

16           3.       The Court finds that the Settlement appears to have been made and entered into in  
17 good faith and hereby approves the settlement subject to the limitations on the requested fees and  
18 enhancements as set forth below.

19           4.       Plaintiff and all Participating Class Members shall have, by operation of this Final  
20 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant  
21 and the Released Parties from all Released Class Claims as set forth in the Settlement.

22           5.       Plaintiff, the State of California, and all PAGA Members shall have, by operation  
23 of this Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged  
24 Defendant and the Released Parties from all Released PAGA Claims as set forth in the Settlement.

25           6.       The Parties shall bear their own respective attorneys’ fees and costs, except as  
26 otherwise provided for in the Settlement and approved by the Court.

27           7.       Solely for purposes of effectuating the settlement, the Court finally certified the  
28

1 following Class: “all current and former non-exempt hourly-paid employees who worked for  
2 Defendant in California during the Class Period and did not previously sign a general release of  
3 claims.”

4 8. The Class Period means the period that starts on May 4, 2017, through June 28,  
5 2023, the date of Preliminary Approval of the Settlement.

6 9. The PAGA Period means the period from March 4, 2020, through June 28, 2023,  
7 the date of Preliminary Approval of the Settlement.

8 10. No Settlement Class Members have objected to the terms of the Settlement nor has  
9 any Settlement Class Members requested exclusion from the Settlement.

10 11. The Notice provided to the Class conforms with the requirements of California  
11 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,  
12 by providing individual notice to all Class Members who could be identified through reasonable  
13 effort, and by providing due and adequate notice of the proceedings and of the matters set forth  
14 therein to the Class Members. The Notice fully satisfies the requirements of due process.

15 12. The Court finds the Total Maximum Settlement Amount, the Net Settlement Sum  
16 and the methodology used to calculate and pay the Individual Settlement Payments to each  
17 Participating Class Member is fair and reasonable and authorizes the Settlement Administrator to  
18 pay the Individual Settlement Payments to the Participating Class Members in accordance with the  
19 terms of the Settlement.

20 13. The Court approves the Settlement and finds that it is fair, reasonable, and adequate,  
21 and worthy of final approval.

22 14. The Court also finds the PAGA Payment is fair and reasonable, and that Plaintiff  
23 provided notice of the proposed Settlement to the Labor and Workforce Development Agency  
24 (LWDA) and will fully and adequately comply with the notice requirements of California Labor  
25 Code section 2699(1). The Court hereby approves the PAGA Settlement.

26 15. Defendant shall pay the total of \$305,000.00 to resolve this litigation. Defendant  
27 shall deposit this amount into an account established by the Settlement Administrator. Thereafter,  
28 compensation to the Participating Class Members shall be disbursed pursuant to the terms of the

1 Settlement.

- 2 a. From the Settlement Amount, \$12,000.00 shall be paid to the California Labor and  
3 Workforce Development Agency, representing 75% of the \$60,000 PAGA  
4 Payment under the terms of the Settlement Agreement pursuant to the Labor Code  
5 Private Attorneys General Act of 2004, California Labor Code section 2698, *et*  
6 *seq.* The remaining \$4,000.00, representing 25% of the total amount allocated for  
7 the PAGA Payment, shall be paid to the PAGA Group Members.
- 8 b. From the Settlement Amount, \$5,000.00 each (for a total of \$15,000.00) shall be  
9 paid to Plaintiffs Virginia Payabyab, Marie Aponte, and Megan Wilder for their  
10 services as Class Representatives and for their agreement to release claims.
- 11 c. From the Settlement Amount, \$6,750.00 (up to \$8,000.00 pursuant to the  
12 Settlement Agreement) shall be paid to the Settlement Administrator, CPT Group,  
13 Inc.

14 16. The Court hereby confirms Justin F. Marquez, Christina M. Le, and Arsiné  
15 Grigoryan of Wilshire Law Firm, PLC as Class Counsel.

16 17. From the Total Maximum Settlement Amount, Class Counsel is awarded  
17 \$101,666.67 for their reasonable attorneys' fees and \$12,523.75 for their reasonable costs incurred  
18 in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.  
19 The Court finds that the fees are reasonable in light of the benefit provided to the Class.

20 18. Notice of entry of this Final Approval Order and Final Judgment shall be given to  
21 Class Members by posting a copy of the Final Approval Order and Final Judgment on CPT Group,  
22 Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final  
23 Approval Order and Judgment.

24 19. Without affecting the finality of this Final Approval Order and Final Judgment in  
25 any way, this Court retains continuing jurisdiction over the implementation, interpretation, and  
26 enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

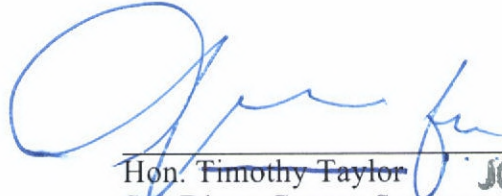
27 20. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted  
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1 and the Court directs that Final Judgment shall be entered in accordance with the terms of this  
2 Order.

3 **IT IS SO ORDERED.**

4  
5  
6 DATE:

7 12-8-23



Hon. Timothy Taylor  
San Diego County Superior Court

**JOHN S. MEYER**