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10 Attorneys for Plaintiff DIANE MORALES
on behalf of herself and others similarly situated
11

12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF STANISLAUS

14 DIANE MORALES , on behalf of herself
and others similarly situated,
15

16 Plaintiff,

17 v.

18 CENTRAL VALLEY SPECIALTY
HOSPITAL, INC., a California Corporation;
and DOES 1 through 50, inclusive,
19

20 Defendants.
21

Case No. 2025720

ASSIGNED FOR ALL PURPOSES TO JUDGE
HON. WILLIAM A. MAYHEW, DEPT. 21

CLASS ACTION

**AMENDED [~~PROPOSED~~] FINAL
JUDGMENT**

Trial Date: None Set
Complaint Filed: July 11, 2017

Electronically Filed
11/13/2019 10:12 AM
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Christine Zulim, Deputy

22 This matter having come before the Court for hearing pursuant to the Order of this Court
23 dated November 5, 2019 for approval of the settlement set forth in the Joint Stipulation of Class
24 Settlement and Release (“Stipulation” or “Settlement” or “Agreement”), and due and adequate
25 notice having been given to Class Members as required in said Order, and the Court having
26 considered all papers filed and proceedings had herein and otherwise being fully informed of the
27 promises and good cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED
28

1 THAT:

2 1. All terms used herein shall have the same meaning as defined in the Settlement.

3 2. This Court has jurisdiction over the subject matter of this litigation and over all
4 Parties to this litigation, including all Class Members.

5 3. Distribution of the Notice directed to the Class Members as set forth in the Settlement
6 and the other matters set forth therein have been completed in conformity with the Preliminary
7 Approval Order, including individual notice to all Class Members who could be identified through
8 reasonable efforts, and was the best notice practicable under the circumstances. This Notice
9 provided due and adequate notice of the proceedings and of the matters set forth therein, including
10 the proposed settlement set forth in the Stipulation, to all persons entitled to such Notice, and the
11 Notice fully satisfied the requirements of due process.

12 4. 0 Class Members objected to the Settlement.

13 5. 0 Class Members opted-out of the Settlement.

14 6. This Court hereby approves the Settlement set forth in the Stipulation and finds that
15 the Settlement is, in all respects, fair, adequate and reasonable. The Court finds that the Settlement
16 has been reached as a result of serious and non-collusive arms-length negotiations. The Court
17 further finds that the Parties have conducted extensive and costly investigation and research and
18 counsel for the Parties were able to reasonably evaluate their respective positions. The Court also
19 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay
20 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
21 the monetary recovery that is being granted as part of the Settlement and recognizes the significant
22 value to the Settlement Class of that monetary recovery. The Court finds that the Settlement Class
23 Members are properly certified as a class for settlement purposes only.

24 7. As set forth in the Settlement, as of the Final Order, the Released Claims of each and
25 every Class Member who did not timely opt-out are and shall be deemed to be conclusively released
26 as against the Released Parties. All Class Members as of the date this Judgment is signed are hereby
27 forever barred and enjoined from prosecuting Settled Claims against the Released Parties. Said
28 releases are effective even if a Class Member did not receive the Notice as set forth above, did not

1 receive a settlement check, and/or did not deposit his/her settlement check prior to the check
2 expiration date.

3 8. As used in this Order, the term Settled Claims means the claims released pursuant to
4 the terms of the Settlement, including all state law claims that were alleged or that could have been
5 alleged based on the facts of Plaintiff's operative complaint. This includes, but is not limited to all
6 claims for wages, statutory and civil penalties, damages and liquidated damages, interest, injunctive
7 or equitable relief, attorney's fees and costs that were or could have been alleged and whether known
8 or unknown under the laws of California arising out of the allegations of the Complaint or the
9 Second Amended Complaint, during the applicable class period, including, but not limited to: (1)
10 claims for failure to pay any wages including minimum wage and/or overtime compensation for all
11 hours worked; (2) any claims related to alleged meal or rest period violations; (3) any other claims
12 for penalties (including but not limited to penalties under California Labor Code sections 201-203,
13 204, 210, 221, 226, 226.2, 226.7, 510, 512, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197,
14 1198, 1199, 2698, 2699 et. seq.), premium pay or liquidated damages of any nature whatsoever,
15 arising out of any conduct, events, or transactions as alleged in the Complaint, including without
16 limitation, interest, attorneys' fees and costs for the time periods described above during the
17 applicable class period; (4) claims related to the accuracy of wage statements; and (5) unfair
18 business practices claims. All releases are from September 19, 2013 through September 12, 2018.
19 The release is as to Central Valley Specialty Hospital, Inc. and its subsidiaries, affiliates, related
20 entities, parents and attorneys and each of their company-sponsored employee benefit plans, and
21 their respective successors and predecessors in interest, all of their respective officers, directors,
22 employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future
23 officers, directors shareholders, employees, agents, principals, heirs, representatives, accountants,
24 auditors, consultants, attorneys, insurers and reinsurers ("the Released Parties"). Plaintiff and
25 Participating Class Members will release these Released Claims through the end of the Class Period.

26 9. The Settlement is not an admission by Defendant or any of the other Released Parties,
27 nor is this Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
28 Defendant or any of the other Released Parties. Neither this Judgment, the Settlement, nor any

1 document referred to herein, nor any action taken to carry out the Settlement is, may be construed as,
2 or may be used as an admission by or against Defendant or any of the other Released Parties of any
3 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement, and
4 any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
5 be evidence of, an admission or concession with regard to the denials or defenses by Defendant or
6 any of the other Released Parties and shall not be offered in evidence in any action or proceeding
7 against Defendant or any of the Released Parties in any court, administrative agency or other tribunal
8 for any purpose whatsoever other than to enforce the provisions of this Judgment, the Stipulation, or
9 any related agreement or release. Notwithstanding these restrictions, any of the Released Parties
10 may file in the Action or in any other proceeding the Judgment, Stipulation, or any other papers and
11 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
12 collateral estoppel, release, waiver, merger, accord and satisfaction, or other theory of claim or issue
13 preclusion or similar defense as to the Released Claims.

14 10. Without affecting the finality of this Judgment in any way, this Court hereby retains
15 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
16 and all orders and judgments entered in connection therewith.

17 11. The Court hereby awards Class Counsel attorneys' fees and Litigation Costs as
18 follows: \$83,333.00 (attorney's fees) and \$10,004.25 (costs). Class Counsel shall not be entitled to
19 any other award of attorneys' fees or costs in any way connected with this Action. The Court also
20 hereby approves enhancement awards to the Named Plaintiff Diane Morales in the amount of
21 \$5,000.00. The Court also approves the payment of Claims Administration Costs in the amount of
22 \$11,000.00. The Court also approves the payment to the Labor and Workforce Development
23 Agency ("LWDA") in the amount of \$7,500.00.

24 As set forth in the Stipulation, Settlement checks issued to Participating Class Members will
25 expire one hundred and twenty (120) days from the date they are issued by the Claims
26 Administrator. Any check not cashed within 120 calendar days will be void. Within 30 days after
27 the check stale date the money from the uncashed checks will be reissued and mailed to the
28 Participating Class Members. Any check not cashed within 120 calendar days of the second mailing

1 will be void. Within 30 days of the second check stale date the money from the uncashed checks
2 shall escheat to the Labor Workforce Development Agency unclaimed wage fund, in the name of the
3 Participating Class Member.

4 12. After administration of the Settlement has been completed in accordance with the
5 Settlement and all amounts calculated, and in no event later than 150 days after this Judgment is
6 signed, Class Counsel shall file a report from the Settlement Administrator with this Court certifying
7 compliance with the terms of the Settlement.

8 13. In accordance with the provisions of Code Civ. Proc. §384, the Court orders the
9 parties to submit a joint written report to the Court on or before August 3, 2020 as to the total
10 amount that was actually paid to the class members pursuant to the subject settlement.

11 14. The Court sets a motion to dismiss for August 20, 2020, at 8:30 p.m. in Department
12 21 of the above-entitled Court, located at 801 10th Street, Modesto, CA 95354.

13 15. Notice of the Court's Order Granting Final Approval and Judgment shall be posted on
14 the Settlement Administrator's website for a period of at least 90 days. (Civ. Code §1781(g); Cal.
15 Rules of Ct., rule 3.771(b).)

16 16. The Court finds that the Settlement is in good faith and constitutes a fair, reasonable
17 and adequate compromise of the Released Claims against Defendant and the Released Parties.

18 If the Settlement does not become final and effective in accordance with the terms of the
19 Stipulation, resulting in the return and/or retention of the Gross Settlement Sum to Defendant
20 consistent with the terms of the Settlement, then this Judgment and all orders entered in connection
21 herewith, shall be rendered null and void and shall be vacated.

22 Dated: Nov. 8, 2019

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24 JUDGE OF THE SUPERIOR COURT
25 Marie Silveira
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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 535 N. Brand, Blvd. Suite 705, Glendale CA 91203.

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[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[] **(BY FACSIMILE)** On _____ before 5:00 p.m., I transmitted such documents from our facsimile machine number (818) 230-0308 to the person(s) at the facsimile numbers listed on the attached service list. Said transmission was reported as complete and without error. A copy of the transmission report which was properly issued by the transmitting facsimile machine is attached hereto.

Executed on November 6, 2019, at Glendale, California.

Natalia Bermudes