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7 and MANILOU REDOR

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE  
11

12 KASSANDRA DUENAS, an individual,  
OSCAR BADILLO, an individual; TAMMY  
13 BIBIAN, an individual; MANILOU REDOR,  
an individual, on behalf of themselves and all  
14 others similarly situated

15 Plaintiffs,

16 vs.

17 EXER MEDICAL CORPORATION, a  
California corporation; ROTH STAFFING  
18 COMPANIES, L.P., a California limited  
partnership; and DOES 1 through 50, inclusive,  
19

20 Defendants.  
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**FILED**  
Superior Court of California  
County of Los Angeles

08/15/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

CASE NO.: 22STCV15064

Related: Case No. 22STCV24297  
Case No. 22STCV24333

CLASS ACTION

[Assigned for all purposes to the  
Honorable Theresa M. Traber, Dept. SSC-1]

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

Hearing Date: August 15, 2025  
Hearing Time: 10:30 a.m.  
Department: SSC-1

Action Filed: May 5, 2022  
Trial Date: None Set

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1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement.
2. The Court finds that the Settlement was made and entered into in good faith and hereby approves the Settlement as fair, adequate and reasonable to all Class Members.
3. Solely for purposes of effectuating the Settlement, the Court has certified a Class defined as:

All current and former non-exempt or hourly-paid employees of Defendant Exer Medical Corporation in California from May 18, 2020 through January 31, 2024 (the “Class Period”).
4. In accordance with the Settlement Agreement, Judgment shall be entered in this Action in the amount of \$1,116,000.00 plus Defendant’s share of payroll taxes and withholdings which shall be paid separately from and in addition to this Gross Settlement Amount.
5. The Court approves attorneys’ fees to Class Counsel in the amount of one-third of the Gross Settlement Amount, i.e., \$372,000.00, and litigation costs in the amount of \$34,436.85.
6. The Court approves the PAGA Penalties of \$220,000.00 with 75% payable to the Labor and Workforce Development Agency (“LWDA”) and 25% disbursed among the Aggrieved Employees.
7. The Court approves Class Representative Service Payments to Plaintiffs Duenas and Sherline in the amount of \$7,500.00 and Class Representative Service Payments to Plaintiffs Redor and Bibian in the amount of \$5,000.00.

1           8.       The Court approves the Administrative Costs to CPT Group, Inc. in the amount of  
2 \$13,500.00.

3           9.       The Class Notice provided to the Class Members conforms with the requirements  
4 of Code of Civil Procedure section 382, Civil Code section 1781, California Rules of Court, rules  
5 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and  
6 constitutes the best notice practicable under the circumstances, by providing individual notice to  
7 all Class Members who could be identified through reasonable effort, and by providing due and  
8 adequate notice of the proceedings and of the matters set forth therein. The Class Notice fully  
9 satisfies the requirements of due process.

10          10.      The Court finds that zero (0) Class Members have objected to the Settlement.

11          11.      The Court finds that zero (0) Class Members have submitted requests for exclusion.

12          12.      Defendant shall fully fund the Gross Settlement Amount, and also fund the  
13 amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the  
14 Administrator no later than 30 days after the Effective Date. The Effective Date means the date by  
15 in which the latter of the following has occurred: (a) the date of the Court's final approval of the  
16 settlement if no objections to the class action settlement by or on behalf of Class Members have  
17 been made and not withdrawn; (b) the date when the time for appeal has expired if an objection  
18 has been made and no appeal has been filed or withdrawn; or (c) the date of when the final  
19 resolution of any appeal that has been filed.

20          13.      Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the  
21 Settlement Administrator shall disburse the following amounts from the Gross Settlement Amount  
22 of \$1,116,000.00:

- 23               a. \$372,000.00 for attorneys' fees (one-third of the Gross Settlement Amount),  
24               \$186,000.00 payable to Matern Law Group, PC and \$186,000.00 payable to  
25               Lawyers for Justice, PC;  
26               b. \$30,124.39 for litigation costs payable to Matern Law Group, PC;  
27               c. \$4,312.46 for litigation costs payable to Lawyers for Justice, PC;  
28               d. \$165,000.00 (75% of \$220,000.00 PAGA Payment) payable to the LWDA;

- 1 e. \$7,500.00 payable to Plaintiff Duenas as a Class Representative Service  
2 Payment;  
3 f. \$7,500.00 payable to Plaintiff Sherline as a Class Representative Service  
4 Payment;  
5 g. \$5,000.00 payable to Plaintiff Redor as a Class Representative Service  
6 Payment;  
7 h. \$5,000.00 payable to Plaintiff Bibian as a Class Representative Service  
8 Payment;  
9 i. \$13,500.00 payable to CPT Group, Inc. for administrative expenses; and  
10 j. The remaining amounts shall be distributed as set forth in the Settlement  
11 Agreement.

12 14. After 180 days from the mailing, the amount of any Individual Class Payment and  
13 Individual PAGA Payment check that has not been cashed will be transmitted by the Settlement  
14 Administrator to the California Controller's Office Unclaimed Property Fund.

15 15. Effective on the date when Defendant fully funds the entire Gross Settlement  
16 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class  
17 Payments, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims  
18 against all Released Parties as follows:

19 Plaintiffs and their respective former and present spouses, representatives, agents,  
20 attorneys, heirs, administrators, successors, and assigns generally, release and  
21 discharge the Released Parties from all claims, transactions, or occurrences that  
22 occurred during the Class Period, including, but not limited to: (a) all claims that  
23 were, or reasonably could have been, alleged, based on the facts contained, in the  
24 Operative Complaints and (b) all PAGA claims that were, or reasonably could have  
25 been, alleged based on facts contained in the Operative Complaints, Plaintiffs'  
26 PAGA Notice, or ascertained in the course of the Action including any and all  
27 failure to provide rest periods, failure to provide meal periods, failure to pay  
28 overtime, failure to pay minimum wages, failure to pay all wages due to discharged  
and quitting employees, failure to maintain required records, failure to maintain  
accurate itemized wage records, failure to indemnify employees for necessary  
expenditures incurred in discharge of duties, and unfair and unlawful business  
practices claims ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any  
claims or actions to enforce this Agreement, or to any claims for vested benefits,  
unemployment benefits, disability benefits, social security benefits, workers'  
compensation benefits that arose at any time, or based on occurrences outside the

1 Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law  
2 different from, or in addition to, the facts or law that Plaintiffs now know or believe  
3 to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain  
4 effective in all respects, notwithstanding such different or additional facts or  
5 Plaintiffs' discovery of them.

6 Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of  
7 section 1542 of the California Civil Code.

8 All Participating Class Members who have not opted out of the class action portion of the  
9 settlement will release and discharge the Released Parties from all claims, demands,  
10 rights, liabilities and causes of action that were pled in any of the Complaints in the  
11 Actions, or which could have been pled in any of the Complaints in the Actions based on  
12 the factual allegations therein, that arose during the Class Period with respect to the  
13 following claims: (a) failure to pay all wages owed; (b) failure to pay all overtime wages  
14 owed; (c) failure to provide meal periods, or premium pay for non-compliant meal  
15 periods; (d) failure to authorize and permit rest periods, or premium pay for non-  
16 complaint rest periods; (e) failure to provide accurate, itemized wage statements; (f)  
17 failure to timely pay wages, including during employment and upon separation of  
18 employment; (g) failure to maintain requisite payroll records; (h) failure to reimburse  
19 necessary business expenses; and (i) unfair business practices that could have been  
20 premised on the facts, claims, causes of action or legal theories described above  
21 ("Released Class Claims"). Participating Class members do not release any other claims,  
22 including claims for vested benefits, wrongful termination, violation of the Fair  
23 Employment and Housing Act, unemployment insurance, disability, social security,  
24 workers' compensation, or claims based on facts occurring outside the Class Period.

25 The Aggrieved Employees will release and discharge the Released Parties from all claims,  
26 demands, rights, liabilities, and causes of action for civil penalties under the Private  
27 Attorneys General Act, California Labor Code section 2698, et seq., that were pled in the  
28 Complaints in the Actions and Plaintiffs' PAGA Notice to the LWDA, that arose during  
the PAGA Period, for the following: (a) failure to pay all wages owed; (b) failure to pay  
all overtime wages owed; (c) failure to provide meal periods, or premium pay for non-  
compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay  
for non-complaint rest period; (e) failure to provide accurate, itemized wage statements;  
(f) failure to timely pay wages, including during employment and upon separation of  
employment; (g) failure to maintain requisite payroll records; and (h) failure to reimburse  
necessary business expenses ("Released PAGA Claims").

16. The Pursuant to Cal. Rule of Court 3.769(h) and Code of Civil Procedure section  
664.6, the Court retains jurisdiction over the Parties, all matters arising out of, or related to the  
Action, the Settlement, the Settlement Agreement, its administration and consummation and the  
determination of all controversies relating thereto, to enforce the terms of this Judgment.

1           17.     The Settlement Administrator will post notice of this Judgment on its website  
2 within 10 court days after entry of this Judgment.

3           18.     This Judgment is intended to be a final disposition of the Action in its entirety, and  
4 is intended to be immediately appealable.

5                     A non-appearance case review is set for June 18, 2026, to review the final accounting

6           19.     ~~A final accounting hearing is scheduled for \_\_\_\_\_ at \_\_\_\_\_. Class~~  
report, summarizing all distributions made under the approved settlement.  
Counsel shall file a final accounting report from the Administrator no later than June 11, 2026.

7           **IT IS SO ORDERED, ADJUDICATED, AND DECREED.**

8  
9 DATED: 08/15/2025

  
\_\_\_\_\_  
HON. THERESA M. TRABER  
Judge of the Superior Court