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FILED
2021 APR -2 PM 1:57
CLERK OF THE SUPERIOR COURT
BY *[Signature]*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MERCED

CATALINA PADILLA, an individual, on
behalf of the State of California and all
aggrieved employees as a Private Attorney
General,

Plaintiff,

vs.

MERCED FACULTY ASSOCIATES
MEDICAL GROUP, INC., and DOES 1-
50, inclusive,

Defendants.

Case No.: **18CV-05045**
[Assigned for all purposes to the
Hon. Brian McCabe, Dept. 8]

CLASS ACTION

~~PROPOSED~~ FINAL JUDGMENT

Date: April 2, 2021
Time: ~~8:30 a.m.~~ 8:15 a.m.
Dept: 8

1 This matter came for hearing before this Court, the Honorable Brian McCabe
2 presiding, on April 2, 2021 at 8:30 a.m., upon Plaintiff’s unopposed motion for final
3 approval of the settlement set forth in the Joint Stipulation of Settlement and Release to
4 Settle Class Action (the “Stipulation” or “Settlement Agreement”). The Court having
5 granted final approval to the Stipulation, it is hereby ORDERED THAT FINAL
6 JUDGMENT BE ENTERED as follows:

- 7 1. The Settlement Agreement shall be enforced according to its terms.
8 2. The Court certifies the class for purposes of settlement, defined as follows:
9 all persons employed by Defendant in hourly or non-exempt positions at any time from
10 four years prior to the filing of the complaint and the date of the Court’s order granting
11 Preliminary Approval of the Settlement.

12 3. The Court finds that zero (0) of the 329 Class Members have objected to the
13 Settlement and zero (0) Class Members have requested exclusion from the Settlement.
14 The 329 Participating Class Members will be paid from a net settlement amount of
15 \$798,460.

16 4. As of the date of this Final Judgment and the Effective Date, and except as
17 to all rights and claims created by this Settlement, the Named Plaintiff CATALINA
18 PADILLA and all Participating Class Members, without the need to manually sign a
19 release document, shall be deemed to have fully released and discharged Defendant
20 MERCED FACULTY ASSOCIATES MEDICAL GROUP, INC., any parents or
21 subsidiaries, corporations, or affiliates of Defendant, and each of their owners, officers,
22 directors, employees, attorneys, insurers, successors, predecessors, and agents (“Released
23 Parties”) from any and all claims that are asserted in the Complaint or that could have
24 been asserted by Plaintiff or any Settlement Class member based on any of the factual
25 allegations contained in the Complaint (the “Released Claims”). The Released Claims
26 shall be released as to Defendant and the Released Parties from the period beginning
27 December 13, 2014 through September 30, 2020. Excluded from the Released Claims are
28

1 unrelated claims, including but not limited to, claims that are outside the Class Period,
2 unemployment, Workers' Compensation, disability, discrimination, and retaliation. In
3 addition, the Participating Class Members, comprised of each member of the Class who
4 has not submitted a valid Opt-Out Request, forever agrees that it, he or she shall neither
5 request nor accept compensation, back pay, liquidated damages, punitive damages,
6 penalties of any nature, attorneys' fees or costs, interest, or any other relief from any other
7 suit, class, representative, or collective action, administrative claim or other claim of any
8 sort or nature whatsoever against the Released Parties, for any period from December 13,
9 2014 through September 30, 2020, relating to the Released Claims on behalf of Class
10 Members. The Class Members agree not to sue or otherwise make a claim against any of
11 the Released Parties that is in any way related to the Released Claims. The Class
12 Members may later discover facts in addition to or different from those they now know or
13 believe to be true with respect to the subject matter of this Release, but the Class Members
14 upon the Effective Date, shall be deemed to have, and by operation of the Final Order
15 shall have, fully, finally, and forever settled and released any all of the claims released
16 pursuant to this Release. It is agreed that because the Class Members are so numerous, it
17 is impossible or impractical to have each Class Member execute this Agreement. The
18 Notice of Proposed Class Action Settlement will, and has so advised, all Class Members
19 of the binding nature of the releases. Excepting only the Class Members who timely
20 submitted a valid Opt-Out Request, the Notice of Proposed Class Action Settlement shall
21 have the same force and effect as if this Settlement and Agreement were executed by each
22 Class Member with regard to the claims that he or she is releasing pursuant to the
23 Settlement and Agreement.

- 24 5. The Court finds that the settlement is fair, adequate, and reasonable.
- 25 6. Defendant MERCED FACULTY ASSOCIATES MEDICAL GROUP,
26 INC., ("Defendant") shall pay \$1,300,000 in payment for settlement of Class Members'
27 claims, Enhancement Award for Named Plaintiff CATALINA PADILLA, Class

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Counsel's attorney's fees and costs, the Claims Administrator's fees and expenses, PAGA Penalties and Defendants' share of employer payroll taxes.

7. Class Counsel is awarded \$433,290 in attorney fees and \$10,096.41 in costs.

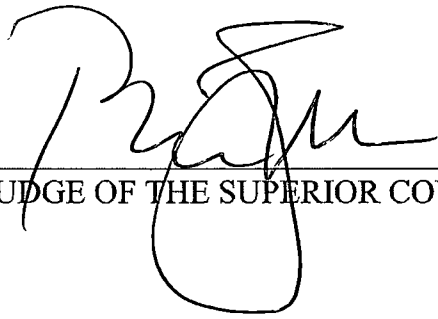
8. Plaintiff CATALINA PADILLA is awarded an enhancement payment of \$7,500.00.

9. The claims administrator, CPT Group, Inc., is awarded \$12,000.00 in costs.

10. Payment of \$18,750.00 (75% of \$25,000 PAGA penalty) to the LWDA is approved.

11. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreements pursuant to California Rule of Court 3.769(h). Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

Dated: APR - 2 2021



JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

Case No. 18-CV-05045

Padilla v. Merced Faculty Associates, et al.

I, NAZO KOULLOUKIAN declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On March 1, 2021, I served the foregoing document described as:

[PROPOSED] FINAL JUDGMENT

- _____ by placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for collection and mailing in the place designated for such in our offices, following ordinary business practices.
- _____ by placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for overnight delivery.
- X _____ by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date before 5:00PM.
- _____ by causing a true copy thereof to be personally delivered to the person(s) at the address(es) set forth below.


on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

SEE ATTACHED SERVICE LIST

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this March 1, 2021, in Los Angeles, California.



 NAZO KOULLOUKIAN

PROOF OF SERVICE

Case No. 18-CV-05045

Padilla v. Merced Faculty Associates, et al.

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