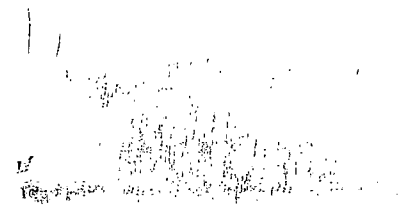


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FILED

2021 APR -2 PM 2:12

CLERK OF THE SUPERIOR COURT

BY *[Signature]*

SUPERIOR COURT 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, a corporation, and DOES 1-50, inclusive,

Defendants.

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

CLASS ACTION

~~PROPOSED~~ **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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

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This matter came for hearing before this Court, the Honorable Brian McCabe presiding, on April 2, 2021 at 8:30 a.m., upon Plaintiff’s unopposed motion for final approval of the settlement set forth in the Joint Stipulation of Settlement and Release to Settle Class Action (the “Stipulation” or “Settlement Agreement”). The Court having granted final approval to the Stipulation, hereby finds and orders as follows:

1. The Settlement Agreement shall be enforced according to its terms.
2. The Court certifies the class for purposes of settlement.
3. This Court finds that the applicable requirements of the California

Code of Civil Procedure § 382 have been satisfied with respect to the Settlement Class and the proposed settlement. The Court hereby makes final its earlier provisional certification of the plaintiff class, as set forth in the Preliminary Approval Order. The Court finds that the settlement is fair, adequate, and reasonable, and falls within the range of reasonableness.

4. The notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with the laws of the State of California, Federal Rules of Civil Procedure, the United States Constitution, due process and other applicable law. The summary notices fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information. A full opportunity has been afforded to the Class Members to participate in this hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Settlement Class Members (as defined in the Settlement Agreement) who did not timely and properly execute a Request for Exclusion are bound by this order and resulting Judgment.

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5. The Court finds that zero (0) of the 329 Class Members have objected to the Settlement and zero (0) Class Members have requested exclusion from the Settlement. The 329 Participating Class Members will be paid from a net settlement amount of \$1,300,000 and an Aggrieved Employees PAGA Amount of \$25,000.

6. The Court finds that the Stipulation was the product of arm's length negotiations between experienced counsel. After considering Defendant's potential exposure, the likelihood of success on the class claims, the risk, expense, complexity and delay associated with further litigation, the risk of maintaining class certification through trial, the experience and views of Plaintiff's Counsel, and the reaction of the Class to the Settlement, as well as other relevant factors, the Court finds that the settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class as a whole. Accordingly, the Court hereby grants final approval to the Settlement and hereby directs that the Settlement be effected in accordance with the Settlement Agreement and the following terms and conditions.

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. Class counsel, via CPT Group, Inc., is to provide notice to the class members pursuant to California Rules of Court, rule 3.771(b) and section 3.06(j) of the Settlement Agreement.

The Court also hereby orders Class Counsel to file a final report summarizing all distributions made pursuant to the approved settlement, supported by declaration.

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As a condition of final approval, the claims administrator should not make reports to the IRS about settlement payments of class members who did not cash checks.

The Court reserves exclusive and continuing jurisdiction over the Litigation, the Class Representative CATALINA PADILLA, the Settlement Class and Defendant MERCED FACULTY ASSOCIATES MEDICAL GROUP, INC, for the purposes of supervising the implementation, enforcement, construction, administration and interpretation of the Stipulation and this Order and the Final Judgment.

The Court sets a non-appearance date for submission of a final report on June 4, 2021 at 8:15am.

IT IS SO ORDERED.

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] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

- _____ 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.

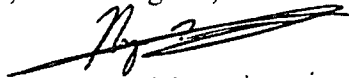
on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

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.

JERRY SPARKS, ESQ.
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A Professional Corporation
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Attorneys for Defendant, MERCED FACULTY ASSOCIATES.