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5 Attorneys for Plaintiff
6 ANGELICA MACIAS, on behalf of herself and all similarly aggrieved employees

7 (Additional Counsel on Next Page)
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF MONTEREY**

11 CECILIA ZAMUDIO, on behalf of herself
and all similarly aggrieved employees,

12 Plaintiff,

13 v.

14 CYPRESS HEALTHCARE PARTNERS,
15 LLC; and DOES 1 through 50, inclusive,

16 Defendants.
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Case No. 20CV003329
[Related Case No. 21CV000056]

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 26, 2023
Time: 8:30 a.m.
Dept.: 15

18 ANGELICA MACIAS, on behalf of herself
and all similarly aggrieved employees,

19 Plaintiff,

20 v.

21 CYPRESS HEALTHCARE PARTNERS,
22 LLC; and DOES 1 through 50, inclusive,

23 Defendants.
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Complaint Filed: December 11, 2020
FAC Filed: February 23, 2021
Trial Date: Not Set

ADDITIONAL COUNSEL

1
2 Larry W. Lee (SBN 228175)
3 Max W. Gavron (SBN 291697)
4 **DIVERSITY LAW GROUP, P.C.**
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11 Attorneys for Plaintiff
12 ANGELICA MACIAS, on behalf of herself and all similarly aggrieved employees

13 Chaim Shaun Setareh (SBN: 204514)
14 **SETAREH LAW GROUP**
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16 Beverly Hills, CA 90212
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19 Attorneys for Plaintiff,
20 CECILIA ZAMUDIO, on behalf of herself and all similarly aggrieved employees

1 Plaintiffs Angelica Macias and Cecilia Zamudio’s (together, “Plaintiffs”) application for an
2 Order Granting Preliminary Approval of Class Action Settlement was filed with the Court on
3 February 15, 2023, and a hearing was held before this Court on March 15, 2023, and May 26, 2023.
4 Plaintiffs and Defendant Cypress Healthcare Partners, LLC (“Defendant”) appeared through their
5 respective attorneys of record.

6 The Court has considered the Joint Stipulation of Class Action Settlement (“Agreement” or
7 “Settlement Agreement”) entered into by the Parties and all other papers filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiffs and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate, and
11 reasonable to the Class.

12 2. The Class Representatives and Defendant (hereafter, “Settling Parties”), through
13 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
14 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole.

15 3. The Court hereby conditionally certifies the following Class for settlement purposes
16 only:

17 all current and former non-exempt employees of Defendant who
18 worked for Defendant in the State of California at any time from
19 December 11, 2016, through May 31, 2022.

20 Should for whatever reason the Settlement Agreement not become Final, the fact that the
21 parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall
22 have no bearing on, or be admissible in connection with, the Litigation or the issue of whether a
23 class should be certified in a non-settlement context.

24 4. The Court appoints and designates: (a) Plaintiffs Angelica Macias and Cecilia
25 Zamudio as Class Representatives and (b) B. James Fitzpatrick and Laura L. Franklin of Fitzpatrick
26 & Swanston, Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C., and Chaim Shaun
27 Setareh and David Keledjian of Setareh Law Group as Class Counsel for the Class. Class Counsel is
28 authorized to act on behalf of the Class with respect to all acts or consents required by, or which

1 may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to
2 finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance
3 through his or her own counsel at such Class Member's own expense. Any Class Member who does
4 not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

5 5. The Court hereby preliminarily approves the terms and conditions provided for in the
6 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls
7 within the range of reasonableness of a settlement, including the amount of the PAGA penalties,
8 and appears to be presumptively valid, subject only to any objections that may be raised at final
9 approval. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and
10 reasonable as to all potential Class Members when balanced against the probable outcome of further
11 litigation relating to liability and damages issues. It also appears that investigation, research, and
12 court proceedings have been conducted so that counsel for the Settling Parties are able to reasonably
13 evaluate their respective positions. It appears to the Court that settlement at this time will avoid
14 substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would be
15 presented by the further prosecution of the Litigation. It also appears that settlement has been
16 reached as a result of intensive, serious, and non-collusive arm's-length negotiations facilitated by
17 an experienced and neutral mediator.

18 6. A final approval hearing to decide whether the proposed Settlement Agreement, the
19 allocation of payments to Participating Class Members, attorneys' fees and costs to Class Counsel,
20 the payment to the Settlement Administrator, PAGA payments to the Labor Workforce &
21 Development Agency and Aggrieved Employees, and the Class Representative Enhancement
22 Payments should be finally approved as fair, reasonable, and adequate as to the members of the
23 Class is hereby set for September 29, 2023 at 8:30 a.m. in this Court. The Court is not
24 inclined to grant the requested \$10,000 Class Representative Enhancement Payment for each
25 Plaintiff. Rather, the Court anticipates limiting the Class Representative Enhancement Payment to
26 \$5,000.00 each.

27 7. The Court hereby approves, as to form and content, the Notice of Proposed Class
28 Action Settlement ("Notice Packet") to be sent to Class Members, which is attached as **Exhibit A** to

1 the Supplemental Declaration of Max W. Gavron. The Court finds that distribution of the Notice
2 Packet to Class Members substantially in the manner and form set forth in the Settlement
3 Agreement and this Order meets the requirements of due process and shall constitute due and
4 sufficient notice to all parties entitled thereto.

5 8. The Court appoints and designates Phoenix Settlement Administrators as the
6 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
7 approved Notice Packet to Class Members using the procedures set forth in the Settlement
8 Agreement.

9 9. Any Class Member may choose to opt out of and be excluded from the settlement as
10 provided in the Settlement Agreement and Notice Packet and by following the instructions for
11 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
12 bound by class claims as set forth in the Settlement Agreement and will not have any right to object,
13 appeal, or comment thereon. Any Request for Exclusion must be in writing and signed by each such
14 Class Member opting out and must otherwise comply with the requirements delineated in the Notice
15 Packet. Class Members who have not requested exclusion by submitting a valid and timely request
16 by the deadline shall be bound by all determinations of the Court, the Settlement Agreement, and
17 Judgment.

18 10. Any Class Member may object to the Settlement Agreement or express his or her
19 views regarding the Settlement Agreement and may present evidence and file briefs or other papers
20 that may be proper and relevant to the issues to be heard and determined by the Court as provided in
21 the Notice Packet.

22 11. The Motion for Final Approval shall be filed by the Class Representatives no later
23 than sixteen (16) court days before the Settlement Fairness Hearing.

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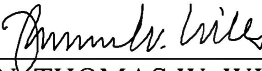
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1 12. The Court reserves the right to adjourn or continue the date of the final approval
2 hearing and all dates provided for in the Settlement Agreement without further notice to the Class
3 and retains jurisdiction to consider all further applications arising out of or connected with the Class
4 Settlement Agreement.

5 IT IS SO ORDERED.

6 DATED: May 26, 2023



HON. THOMAS W. WILLS
SUPERIOR COURT OF CALIFORNIA

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1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

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4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
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7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
9 Los Angeles, California 90071.

10 On May 8, 2023, I served the following document(s) described as: **[AMENDED**
11 **PROPOSED] ORDER GRANTING PLAINTIFFS’ MOTION FOR PRELIMINARY**
12 **APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as
13 follows:

<p>14 Elizabeth R. Leitzinger 15 Marco A. Lucido 16 Fenton & Keller 17 2801 Monterey-Salinas Highway 18 Post Office Box 791 19 Monterey, CA 93942-0791 20 ELeitzinger@FentonKeller.com 21 MLucido@FentonKeller.com 22 <i>Attorneys for Defendant Cypress Healthcare 23 Partners, LLC</i></p>	<p>24 Chaim Shaun Setareh 25 SETAREH LAW GROUP 26 9665 Wilshire Blvd., Suite 430 27 Beverly Hills, CA 90212 28 shaun@setarehlaw.com <i>Attorneys for Plaintiff, Cecilia Zamudio</i></p>
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20 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
21 entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website
22 www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for
23 the above-entitled case. The service transmission was reported as complete and a copy of the
24 filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
25 in this office.

26 I declare under penalty of perjury under the laws of the State of California that the above
27 is true and correct. Executed on May 8, 2023, at Los Angeles, California.

28 
Erika Mejia