

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

NICOLE GRIMES, individually, and on behalf
of other members of the general public similarly
situated;

Plaintiff,

v.

PACIFIC CARDIOVASCULAR
ASSOCIATES MEDICAL GROUP, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 30-2020-01168857-CU-OE-CXC

Assigned for All Purposes to:
Honorable Layne H. Melzer
Department CX-102

CLASS ACTION

**[PROPOSED] AMENDED ORDER
OF FINAL APPROVAL AND
JUDGMENT**

RELATED TO ROA NO.: 236

Hearing Date: June 12, 2025
Hearing Time: 2:00 p.m.
Hearing Place: Department CX-102

Complaint Filed: November 5, 2020
FAC Filed: November 20, 2023
Trial Date: None Set

1 This matter came before Honorable Layne H. Melzer in Department CX-102 of the
2 above-entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701,
3 on Plaintiff Nicole Grimes' ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorney Fees Award, Cost Award, and Class Representative Enhancement Payment.

5 On September 24, 2024, the Court entered an Order Preliminarily Approving Class
6 Action Settlement ("Preliminary Approval Order"), preliminarily approving the settlement of
7 the above-entitled case in accordance with the Second Amended Joint Stipulation of Class
8 Action and PAGA Settlement ("Settlement Agreement," "Settlement," or "Agreement"), which
9 sets forth the terms and conditions for settlement of this case (ROA # 213).

10 Having reviewed the Settlement Agreement, duly considered the papers and oral
11 argument, and good cause appearing:

12 **THE COURT ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

13 All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement and the Preliminary Approval Order. This Court has jurisdiction over the claims of
15 the Class Members asserted in this proceeding and over all Parties to this case. The Court finds
16 that the applicable requirements of Code of Civil Procedure section 382 and Rule of Court
17 3.769, *et seq.*, have been satisfied. The Court makes its earlier provisional certification of the
18 Class set forth in the Preliminary Approval Order final. The Class is defined to include:

19 All individuals who are or were employed by Defendants Pacific Cardiovascular
20 Associates Medical Group, Inc. and Via Vitae MSO, LLC ("Defendant") in
21 California as hourly-paid non-exempt employees from May 11, 2016 through
December 11, 2023 ("Class," "Class Members," and "Class Period").

22 Eligible Aggrieved Employees is defined to include:

23 The allegedly aggrieved employees eligible to recover settlement funds from the
24 Private Attorneys General Act of 2004 ("PAGA") Payment consist of all
25 individuals who are or were employed by Defendant in California as hourly-paid
nonexempt employees from August 3, 2019 through December 11, 2023
("Eligible Aggrieved Employees" and "PAGA Period").

26 ///

27 ///

28 ///

1 The Notice of Class Action and PAGA Settlement (“Class Notice”) and Request for
2 Exclusion Form (“Exclusion Form”) (collectively, known as the “Notice Packet”) mailed to the
3 Class Members: (1) fully and accurately informed the Class Members of all material elements
4 of the Settlement and of their opportunity to participate in, object to or comment thereon, or to
5 seek exclusion from the Settlement; (2) was the best notice practicable under the circumstances;
6 (3) was valid, due, and sufficient notice to all the Class Members; and (4) complied fully with
7 the laws of California, Constitution, due process, and other applicable law. The Notice Packet
8 fairly and adequately described the Settlement and provided the Class Members with adequate
9 instructions and a variety of means to obtain additional information.

10 The Court grants final approval of the Agreement, as reflected in the Agreement, and
11 finds that the Agreement reasonable, adequate, and in the best interests of the Class. The Court
12 finds that the: (1) Agreement was reached following meaningful discovery and investigation
13 conducted by Class Counsel; (2) Agreement is the result of serious, informed, adversarial, and
14 arm’s-length negotiations between the Parties; and (3) terms of the Agreement are fair,
15 adequate, and reasonable. The Court considered all the evidence presented, including evidence
16 regarding the strength of the case, risk, expense, and complexity of the claims presented, likely
17 duration of further litigation, amount offered in the Agreement, extent of the investigation and
18 discovery completed, and experience and views of Class Counsel.

19 The Agreement is not an admission by Defendant, nor is this Order and Judgment a
20 finding of the validity of any allegations or of any wrongdoing. Neither this Order and
21 Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry
22 out the Agreement, may be construed as, or may be used as, an admission of any fault,
23 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

24 A full opportunity was afforded to the Class Members to participate in the Final
25 Approval Hearing, and all the Class Members and other persons wishing to be heard have been
26 heard. The Class Members had a full and fair opportunity to exclude themselves from the
27 Settlement. Accordingly, the Court determines that all the Class Members who did not submit
28 requests for exclusion to the Settlement Administrator are bound by this Order and Judgment.

1 The Court considered that only one (1) valid request for exclusion was submitted by the
2 Class Member Carla Fields. The Court also considered that no objections and no disputes were
3 submitted by the Class Members.

4 The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate,
5 and reasonable and is approved. It is ordered that Defendant will pay the Gross Settlement
6 Amount of \$1,168,960 in accordance with the methodology and terms set forth in the
7 Settlement Agreement.

8 It is ordered that the Settlement Administrator shall distribute settlement payments to all
9 the Class Members who did not submit valid and timely requests to exclude themselves from
10 the Settlement (“Participating Class Members”) according to the methodology and terms set
11 forth in the Settlement Agreement.

12 Pursuant to Code of Civil Procedure section 384, it is ordered that the Class Members
13 and Eligible Aggrieved Employees must cash or deposit their settlement checks within one
14 hundred eighty (180) calendar days after the checks are mailed to them. Uncashed settlement
15 checks will be paid to the California State Controller’s Unclaimed Property Division in
16 accordance with California Unclaimed Property Law so that the Participating Class Member
17 and Eligible Aggrieved Employees will have his or her settlement share available to him or her
18 per the applicable claim procedure to request that money from the State of California.

19 The Court finds that the request for an award of attorneys’ fees falls within the range of
20 reasonableness, and the results achieved justify the award sought. The Attorney Fee Award is
21 fair, reasonable, and appropriate and is approved. It is ordered that the Settlement Administrator
22 will issue payment of the Attorney Fee Award of \$409,136 to Class Counsel according to the
23 methodology and terms set forth in the Settlement.

24 Pursuant to the Settlement Agreement, Class Counsel can request reimbursement of
25 litigation costs and expenses of up to \$50,000. The Court finds that the reimbursement of
26 litigation costs and expenses of \$14,633.35 incurred by Class Counsel is reasonable and is
27 approved. It is ordered that the Settlement Administrator will issue payment of the Cost Award
28 of \$14,633.35 to Class Counsel for the reimbursement of litigation costs and expenses.

1 The Court finds that the Class Representative Enhancement Payment sought by Plaintiff
2 for the time and effort dedicated to and the risks and sacrifices incurred for this case is fair and
3 reasonable. It is ordered that the Settlement Administrator will issue a payment of the Class
4 Representative Enhancement Payment of \$10,000 to Plaintiff.

5 It is ordered that the Settlement Administrator shall pay itself \$10,570 as its
6 Administration Costs for the services performed and costs incurred pursuant to the notice and
7 administration process in accordance with the Settlement. The Settlement Administrator has
8 submitted an invoice alongside its declaration filed concurrently herewith.

9 The Court finds the allocation of \$100,000 toward penalties under PAGA is fair,
10 reasonable, and appropriate and is approved. The Settlement Administrator shall distribute the
11 PAGA Payment as follows: seventy-five percent (75%) of the PAGA Payment (\$75,000) shall
12 be paid to the California Labor and Workforce Development Agency, and twenty-five percent
13 (25%) of the PAGA Payment (\$25,000) shall be distributed to Eligible Aggrieved Employees,
14 on a pro rata basis according to the methodology and terms set forth in the Agreement.

15 The Court enters judgment by which the Participating Class Members shall be
16 conclusively determined to have given a release of any Released Claims against the Released
17 Parties as set forth in the Settlement Agreement and Notice Packet.

18 The relevant settlement documents were posted on the static website that was created for
19 the Class. The notice of entry of judgment shall be provided by the Settlement Administrator to
20 the Class by posting the judgment on the static website that was created for the Class.

21 Plaintiff shall submit a copy of this Order and Judgment to LWDA within ten (10)
22 calendar days after entry of this Order and Judgment.

23 Finally, the Court finds that this case is fully and finally resolved by the Settlement
24 Agreement without a finding of liability by any party and that nothing herein is or should be
25 construed as an admission of liability by Defendant.

26 ///

27 ///

28 ///

1 Pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule 3.769(h),
2 after entry of this Order and Judgment, the Court shall retain continuing jurisdiction to construe,
3 interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested
4 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising
5 from or in connection with the distribution of settlement benefits.

6 The Court sets a final accounting hearing for January 8, 2026 at 2:00 p.m. in Department
7 CX-102. Within sixteen (16) calendar days before this hearing, Plaintiff shall file a compliance
8 status report. Pursuant to Code of Civil Procedure section 384, the compliance status report
9 shall specify the total amount paid to the Participating Class Members and residual of the
10 unclaimed settlement funds that will be paid to the entity identified as the recipient of such
11 funds in the Settlement Agreement.

12 This Court ORDERS, ADJUDGES, AND DECREES judgment is entered into in
13 accordance with the terms of this Order and Judgment and the Agreement.

14
15 **IT IS SO ORDERED.**



16
17 DATED: July 2, 2025

18 _____
HONORABLE LAYNE H. MELZER
19 SUPERIOR COURT JUDGE
20
21
22
23
24
25
26
27
28