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**FILED**  
Superior Court of California  
County of Sacramento  
**11/17/2025**  
J. Servantez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

ERICA MORRIS, YOLANDA ORTEGA-  
CALBERT, MARIBEL BLANDINO, and  
DORETHA HUGHES, individually, on behalf  
of themselves and on behalf of all persons  
similarly situated,

Plaintiffs,

vs.

THE PERMANENTE MEDICAL GROUP,  
INC., a California Corporation; and DOES 1  
through 50, inclusive,

Defendants.

**CASE NO.: 34-2022-00332012-CU-OE-GDS**  
[Consolidated with Case No. 34-2022-  
00332023-CU-OE-GDS]

**~~[REVISED PROPOSED]~~ FINAL  
APPROVAL ORDER AND JUDGMENT**

Hearing Date: September 19, 2025\_  
Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley  
Dept: 23

Date Filed: December 28, 2022  
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Erica Morris, Yolanda Ortega-Calbert, Maribel  
2 Blandino, and Doretha Hughes (“Plaintiffs”) for an order finally approving the Class and  
3 Representative Action Settlement Agreement (“Agreement”) with Defendant The Permanente  
4 Medical Group, Inc. (“Defendant”), attorneys’ fees and costs, service payment, and the expenses  
5 of the Administrator duly came on for hearing on September 19, 2025 before the Honorable Jill H.  
6 Talley.

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the  
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before  
13 the Superior Court for the State of California, in and for the County of Sacramento, and over all  
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the  
16 applicable law, the Court finds that the Gross Settlement Amount of Eleven Million Three  
17 Hundred Fifty Thousand Dollars (\$11,350,000) and the terms set forth in the Agreement are fair,  
18 reasonable, and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length  
20 negotiations conducted after Class Counsel had adequately investigated the claims and became  
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the  
22 Settlement, and the assistance of an experienced mediator in the settlement process, among other  
23 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On April 29, 2025, the Court granted preliminary approval of the Settlement. At  
26 this same time, the Court approved conditional certification of the Class for settlement purposes  
27 only.

1           **Notice to the Class**

2           6.       In compliance with the Preliminary Approval Order, the Court-approved Class  
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or  
4 about June 10, 2025. The mailing of the Class Notice to their last-known addresses was the best  
5 notice practicable under the circumstances and was reasonably calculated to communicate actual  
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the  
7 Class Members fully and accurately informed the Class Members of all material elements of the  
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion  
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied  
10 fully with the laws of the State of California, the United States Constitution, due process and other  
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided  
12 Class Members adequate instructions and a variety of means to obtain additional information.

13           7.       The Response Deadline for opting out or submitting written objections to the  
14 Settlement was August 9, 2025, which for re-mailings was extended by fourteen (14) days. There  
15 was an adequate interval between notice and the deadline to permit Class Members to choose what  
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class  
17 Members to participate in this hearing, and all Class Members and other persons wishing to be  
18 heard have had a full and fair opportunity to be heard. Class Members also have had a full and  
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the  
20 Court determines that all Class Members who did not timely and properly submit a request for  
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22           **Fairness of the Settlement**

23           8.       The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*,  
24 48 Cal. App. 4th 1794, 1801 (1996).

25           a.       The settlement was reached through arm's-length bargaining between the  
26 Parties during an all-day mediation before David Rotman, a respected and experienced mediator of  
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1 wage and hour class actions. There has been no collusion between the Parties in reaching the  
2 Settlement.

3           b.       Plaintiffs and Class Counsel's investigation and discovery have been  
4 sufficient to allow the Court and counsel to act intelligently.

5           c.       Counsel for all Parties are experienced in similar employment class action  
6 litigation. Class Counsel recommended approval of the Agreement.

7           d.       The percentage of objectors and requests for exclusion is small. One  
8 objection was received. Twenty-two (22) requests for exclusion were received.

9           e.       The participation rate was high. 49,987 Participating Class Members will  
10 be mailed a settlement payment, representing 99.975% of the overall Class.

11       9.       The consideration to be given to the Class Members under the terms of the  
12 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the  
13 claims asserted in this action and is fair, reasonable, and adequate compensation for the release of  
14 Class Members' claims, given the uncertainties and significant risks of the litigation and the  
15 delays which would ensue from continued prosecution of the action.

16       10.      The Agreement is approved as fair, adequate, and reasonable and in the best  
17 interests of the Class Members.

18           **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

19       11.      An award of \$3,783,333.33 for attorneys' fees, representing one-third of the Gross  
20 Settlement Amount, and \$62,250.81 for litigation costs and expenses, is reasonable, in light of the  
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results  
22 achieved by Class Counsel.

23           **Class Representative Service Payments**

24       12.      The Agreement provides for Class Representative Service Payments in an amount  
25 not more than \$20,000 for each Plaintiff, subject to the Court's approval. The Court finds that  
26 Class Representative Service Payments in the amount of \$15,000 each to the Plaintiffs are  
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1 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for  
2 her time and effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payments to be made to the  
5 Participating Class Members, FLSA Subclass Members and the Aggrieved Employees, transmit  
6 payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service  
7 Payments to the Plaintiffs, issue all required tax reporting forms, calculate withholdings and  
8 perform the other remaining duties set forth in the Agreement. The Administrator has documented  
9 \$195,500 in fees and expenses, and this amount is reasonable in light of the work performed by  
10 the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount  
13 of \$225,000, which shall be allocated \$168,750 to the Labor & Workforce Development Agency  
14 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this  
15 Agreement pursuant to the PAGA and \$56,250 to be distributed to the Aggrieved Employees and  
16 calculated as follows: The amount of the payment will be calculated on a pro rata basis by the  
17 Settlement Administrator based on an Aggrieved Employee's individual Pay Periods worked  
18 during the PAGA Period in relation to the total Pay Periods worked by all Aggrieved Employees  
19 during the PAGA Period. The "Aggrieved Employees" are all non-exempt persons who were  
20 employed by Defendant in the State of California at any time during the PAGA Period (October  
21 24, 2021 through December 31, 2024). Pursuant to Labor Code section 2699, the LWDA was  
22 provided notice of the Agreement and these settlement terms and has not indicated any objection  
23 thereto. The Court finds these PAGA Penalties to be reasonable.

24 **FLSA Settlement Fund**

25 15. The Agreement provides for a FLSA Settlement Fund out of the Gross Settlement  
26 Amount in the amount of \$200,000. The Individual FLSA Payment shall be calculated as follows:  
27 Each FLSA Subclass Member will be entitled to receive an amount, subject to any applicable  
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1 employee payroll taxes, equal to a proportionate share of the FLSA Settlement Fund, calculated by  
2 (i) the number of the Participating FLSA Subclass Member's attributed Workweeks during the  
3 FLSA Subclass Period, divided by (ii) the total Workweeks of all Participating FLSA Subclass  
4 Members during the FLSA Subclass Period. The "FLSA Subclass Members" are all non-exempt  
5 persons who were employed by Defendant in the State of California at any time during the FLSA  
6 Subclass Period, defined as January 1, 2021 to December 31, 2024

## 7 II.

### 8 ORDERS

9 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

10 16. The Class is certified for the purposes of settlement only. The Class is defined as  
11 follows:

12 All non-exempt persons who were employed by Defendant in the State of  
13 California at any time during the Class Period, defined as January 1, 2021 to  
December 31, 2024.

14 17. All persons who meet the foregoing definition are members of the Class, except for  
15 those individuals who filed a valid request for exclusion ("opt out") from the Class. The twenty-  
16 two (22) individuals who requested exclusion are: Angela C. Chavis, Linda Karen Clark, Tima M.  
17 Crowder, Rasha Lina Dennaoui, John P. Doyle, Kurtis Richard Durkop, Mai S. Her, Samantha  
18 Marie Julian, Jessica C. Marc, Teresa G. Miller, Libby Reyes, Gina Tramble, Marian Eileen  
19 Cunningham, Jaybel Damasco, Jennifer G. Moskowm, Anne Margaret O. Rabehl, Maryse Rigaud,  
20 Stephanie Shell, Natalie M. Vano, Timothy Carr, Alexandra Jackson, and David S. Cantu.

21 18. The Court has received and considered the objection by Ana Moncada Gonzalez.  
22 The Court finds the objection to be without merit and the objection is overruled.

23 19. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the  
24 best interest of the Class. Defendant shall fund the Gross Settlement Amount, and also fund the  
25 amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the  
26 Administrator no later than 21 days after the Effective Date.

1           20.     Class Counsel are awarded attorneys' fees in the amount of \$3,783,333.33 and  
2 costs in the amount of \$62,250.81. The Class Counsel Fees Payment shall be allocated among  
3 Class Counsel as follows: 42.5% to James Hawkins APLC; 42.5% to Blumenthal Nordrehaug  
4 Bhowmik De Blouw LLP; and, 15% to Haffner Law PC Class Counsel shall not seek or obtain  
5 any other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

6           21.     The payment of Class Representative Service Payments in the amount of \$15,000  
7 each to Plaintiffs is approved.

8           22.     The payment of \$195,500 to the Administrator for its fees and expenses is  
9 approved.

10          23.     The PAGA Penalties amount of \$225,000 is approved and is to be distributed in  
11 accordance with the Agreement.

12          24.     Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this  
13 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

14          25.     Neither the Agreement nor this Settlement is an admission by Defendant, nor is this  
15 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any  
16 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment  
17 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the  
18 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement  
19 is, may be construed as, or may be used as an admission by or against Defendant of any fault,  
20 wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any  
21 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be  
22 evidence of, an admission or concession with regard to the denials or defenses by Defendant.  
23 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding  
24 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in  
25 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,  
26 release, or other theory of claim or issue preclusion or similar defense as to the Released Class  
27 Claims and/or Released PAGA Claims.

1           26.     Notice of entry of this Final Approval Order and Judgment shall be given to all  
2 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order  
3 and Judgment shall be posted on the settlement website as set forth in the Class Notice to the  
4 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment  
5 to individual Class Members.

6           27.     If the Agreement is not finally approved, then this Final Approval Order and  
7 Judgment, and all orders entered in connection with it, shall be rendered null and void. The  
8 Parties shall cooperate in good faith to address any deficiencies identified by the Court.

9 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

10          28.     Except as set forth in the Agreement and this Final Approval Order and Judgment,  
11 Plaintiff, and all members of the Class, shall take nothing in the Action.

12          29.     All Parties shall bear their own attorneys' fees and costs, except as otherwise  
13 provided in the Agreement and in this Final Approval Order and Judgment.

14          30.     Effective on the date when Defendant fully funds the entire Gross Settlement  
15 Amount and funds all employer taxes owed on the wage portion of Individual Class Payments,  
16 Plaintiffs, Participating Class Members, and Class Counsel will release claims against all Released  
17 Parties as follows:

18               (a)     All Participating Class Members shall fully release Defendant and the  
19 Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium  
20 pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind  
21 or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could  
22 have been alleged based on the factual allegations that are alleged in the Operative Complaint or  
23 LWDA letters in Plaintiffs' actions or that reasonably could have been alleged based on the same set of  
24 operative facts alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions. These Class  
25 and PAGA releases include claims under any legal theory under federal and state law for any alleged  
26 failure to pay all wages due (including minimum wage and overtime wages), claims regarding  
27 rounding, grace periods, shift tolerance, failure to pay for all hours worked (including off-the clock  
28



1 work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all  
2 duties during meal and rest periods, combining of meal and rest periods, that Defendant's exemption  
3 permit from the DLSE is not valid or does not apply to Class Members, failure to timely pay wages and  
4 final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal  
5 or rest period premiums, failure to pay or properly calculate paid sick leave, including paid sick leave  
6 under the Healthy Workplaces, Healthy Families Act, failure to pay or properly calculate overtime  
7 premiums, donning and doffing, pre or post-shift testing or inspections, health status related activities  
8 including testing, reporting, and queuing for testing, reporting time pay, failure to provide suitable  
9 seating, failure to furnish accurate wage statements including claims derivative and/or related to these  
10 claims, liquidated damages, conversion of wages, that the Labor Code Section 514 exemption does not  
11 apply to Defendant's employees, pre- and post-shift work and record-keeping violations, including  
12 claims for violation of Labor Code Sections 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221-  
13 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 233, 245 *et seq.* 510, 511, 512, 516, 517, 551, 552, 558,  
14 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 1198.5, 1199, provisions of the  
15 Wage Orders that are analogous to such Labor Code provisions, all claims and theories arising under  
16 Labor Code Section 2802 with the exception of claims set forth in Paragraph 5.2.1 below, as well as  
17 claims under Business and Professions Code section 17200 *et seq.* and/or Labor Code Section 2698 *et*  
18 *seq.* based on the factual allegations that are stated in the Operative Complaint or LWDA letters in  
19 Plaintiffs' actions, or that reasonably could have been alleged based on the same set of operative facts  
20 alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions.

21 (b) All Aggrieved Employees fully release and discharge the Releasees from  
22 any and all claims under the PAGA that were alleged or that reasonably could have been alleged  
23 based on the factual allegations that are alleged in the in the Operative Complaint or PAGA  
24 Notices that arose during the PAGA Period (the "PAGA Release").

25 (c) All FLSA Subclass Members who timely cash or otherwise negotiate their  
26 Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA  
27 and, as to those Class Members, the Released Claims include any and all claims the Class  
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1 Members may have under the FLSA arising under or related to the alleged claims during the Class  
2 Period. Only those FLSA Subclass Members who timely cash or otherwise negotiate their  
3 Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA  
4 and thereby release and waive any of their claims under the FLSA arising under or relating to the  
5 alleged claims. This release excludes the release of claims not permitted by law. The following  
6 language will be printed on the reverse of each Settlement Payment Check, or words to this effect:  
7 "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and  
8 agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the  
9 Fair Labor Standards Act ("FLSA") portion of the [Action], elect to participate in the settlement of  
10 the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

11 (d) The Class and PAGA Releases exclude all other claims including claims for  
12 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
13 unemployment insurance, disability, social security, workers' compensation, California class claims  
14 outside of the Class Period, and PAGA claims outside of the PAGA period. The Class and PAGA  
15 release shall not include any Labor Code section 2802 claims released by Class Members in  
16 connection with the following actions: *Jones, et al. v. Kaiser Foundation Hospitals, et al.* (Los  
17 Angeles Sup. Ct. Case No. 23STCV04104), *Uribe, et al. v. Southern California Permanente*  
18 *Medical Group* (Los Angeles Sup. Ct. Case No. 22STCV11259), and *LeDoux v. The Permanente*  
19 *Medical Group, Inc.* (Alameda County Sup. Ct. Case No. 22CV019164).

20 (e) Plaintiffs and the Plaintiffs' former and present spouses, representatives,  
21 agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the  
22 Released Parties from all claims, transactions or occurrences that occurred through the date of  
23 final approval ("Plaintiffs' Release"), as set forth fully in the Agreement. This release does not  
24 include a release of wrongful termination claims related to Plaintiff Doretha Hughes' termination  
25 alleged in *Doretha Hughes, et al. v. The Permanente Medical Group, Inc., et al.*, Alameda County  
26 Superior Court Case No. 23CV046202.

1           31. For any Class Member or Aggrieved Employee whose Individual Class Payment  
2 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the  
3 Administrator shall transmit the funds represented by such checks to the California Controller's  
4 Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee, thereby  
5 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure  
6 Section 384, subd. (b).

7           32. The Court hereby enters judgment in the entire Action as of the filing date of this  
8 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the  
9 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction  
10 over the interpretation, implementation, and enforcement of the Settlement and all orders entered  
11 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

12           33. The Court sets a settlement compliance hearing for August 28, 2026, at 10:30 a.m.  
13 in department 23. At least 15 days prior to the hearing, counsel shall file a declaration regarding  
14 the status of the distribution of the settlement funds. If the Court is satisfied that the settlement  
15 funds have been fully distributed, no appearances will be required.

16 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

17  
18 Dated: 11/17/2025

*Jill Talley*

HON. JILL H. TALLEY  
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

