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

INSOOK ELLEN KIM, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

vs.

HOAG MEMORIAL HOSPITAL
PRESBYTERIAN, a California corporation and
DOES 1-100, inclusive,

Defendants.

Case No. 30-2021-01228182-CU-OE-CXC

Related Case No. 30-2021-01235263-CU-OE-CXC

*Assigned for all purposes to the:
Hon. Judge Randall J. Sherman
Dept. CX105*

**~~AMENDED PROPOSED~~ ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: March 21, 2025
Time: 10:00 a.m.
Place: Department CX-105

Complaint Filed: October 22, 2021

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6. The Court has considered all relevant factors for determining the fairness of the Settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,

1 the Court finds that the Settlement was reached following meaningful discovery and investigation
2 conducted by Plaintiffs' Counsel; that the Settlement is the result of serious, informed, adversarial, and
3 arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair,
4 adequate, and reasonable.

5 7. In so finding, the Court has considered all evidence presented, including evidence
6 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
7 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
8 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
9 sufficient information about the nature and magnitude of the claims being settled, as well as the
10 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
11 which the Parties have agreed.

12 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
13 Agreement and expressly finds that the Settlement is, in all respects, fair, reasonable, adequate, and in the
14 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
15 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
16 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
17 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
18 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
19 provides Class Members with fair and adequate relief.

20 9. For the foregoing reasons, the Court overrules the sole objection to the Settlement.

21 10. The Settlement Agreement is not an admission by Defendant or by any other Released
22 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
23 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
24 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
25 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
26 whatsoever by or against Defendant or any of the other Released Parties.

27 11. The essential monetary terms of the approved Settlement are as follows: A Gross
28 Settlement Amount of \$4,750,000. The Gross Settlement Amount includes: (1) settlement payments to

1 Class Members; (2) \$1,425,000.00 in attorneys' fees and \$34,295.83 in litigation costs to Class Counsel;
2 (3) Settlement Administration Costs of \$43,250; (4) a \$200,000 settlement of PAGA civil penalties, of
3 which \$150,000 will be paid to the LWDA, and the remaining and the remaining \$50,000 will be paid to
4 all Class Members who worked during the PAGA Period; and (5) Incentive Awards of ~~up to~~ \$5,000 to
5 each of the three named Plaintiffs, Ellen Kim, Yama Saidi, and Jennifer Choi, for filing the Lawsuit,
6 performing work in connection with the Lawsuit, and the risks associated with filing the Lawsuit.

7 12. Final approval shall be with respect to: All non-exempt employees who were employed
8 by Hoag Memorial Hospital Presbyterian during the period from August 1, 2019 to December 4, 2023
9 ("Class Members"). Specifically excluded from the settlement class are all of the following individuals
10 who opted out: Bozena T. Adamek; Martin R. Alba; Maryam Azimzadegan; Cheri Babb; Ruth A. Brie;
11 Dianna L. Brotman; Luciana D. Chapelin; Racheal M. Ciansiosi; Sheila E. Gilmore; Lad L. Hernandez;
12 Charles Hunt; Kathryn E. Karkut; Anna R. Karpacheva; Donna M. Klinke; Lisa A. Laflamme; Irene G.
13 Landry; Linda Y. Lingao; Sally Lopez; Christian Lucaci; Jeri L. Lujan; Deborah M. Marinyak; Pedro
14 Medina Donjuan; Isidro Medrano; Maricarmen Mercado; Briana Muro; Cindy Neff; Elena Nguyen;
15 Lisa Nguyen; Christopher O'Grady; Aron Ortega; Natalie D. Pak; Andre J. Pels; Chilo Perez; Mariela G.
16 Petkova; Naoko M. Rall; Sophia M Richardson; Luke A. Roman; Chris F. Salvatori; April Shann;
17 Ozgecan Sheidayi; Albert J. Shoden; Shelly Snider; Heather A. Stewart; and Salomeh Wells.

18 13. Plaintiffs Insook Ellen Kim, Yama Saidi, and Jennifer Choi are adequate and suitable
19 representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court
20 finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and
21 zealous advocacy for the Settlement Class, and that their interests are aligned with those of the
22 Settlement Class.

23 14. The Court hereby awards Plaintiffs Class Representative Incentive Awards of \$5,000
24 each for their service on behalf of Class Members and the LWDA, and for agreeing to general releases of
25 all claims arising out of their employment with Defendant.

26 15. The Court finds that the attorneys at Aegis Law Firm, PC and Capstone Law APC have
27 the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement
28 Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to

1 the position of Class Counsel, and hereby appoints at Aegis Law Firm, PC and Capstone Law APC as
2 Class Counsel.

3 16. The settlement of civil penalties under PAGA in the amount of \$200,000 is hereby
4 approved. Seventy-Five Percent (75%), or \$150,000, shall be paid to the California Labor and
5 Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$50,000, will be paid
6 to Class Members who worked during the PAGA Period.

7 17. The Court hereby awards \$1,425,000.00 in attorneys' fees and \$34,295.83 in costs and
8 expenses to Aegis Law Firm, PC, Quintilone & Associates, and Capstone Law APC. The award of
9 attorneys' fees and costs will be divided as follows: (a) \$641,250.00 in attorneys' fees and \$34,295.83 in
10 litigation costs to Aegis Law Firm, PC; (b) \$548,625.00 in attorneys' fees to Quintilone & Associates;
11 and (c) \$235,125.00 in attorneys' fees to Capstone Law APC.

12 18. The Court approves settlement administration costs and expenses in the amount of
13 \$43,250 to Phoenix Settlement Administrators.

14 19. All Class Members were given a full and fair opportunity to participate in the Final
15 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.
16 Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from
17 the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the
18 Court's Order and Judgment shall be forever binding on all Class Members who did not opt out. Class
19 Members have released and forever discharged the Released Parties from the Released Claims during
20 the Class Period:

21 Any and all claims, causes of action, debts, liabilities, demands, obligations, or
22 damages of any kind, which have been or could have been asserted against
23 Defendant arising out of all claims for wages, overtime pay, pay for all time
24 allegedly worked but not compensated, and all other claims of any kind for
25 wages, penalties, liquidated damages, premium pay, interest, costs and attorneys'
26 fees arising from the alleged violation of any provision of common law,
27 California law and/or Federal law which were or could have been raised in the
28 Actions based on the facts alleged in the Complaint, including, but not limited to,
the following claims with respect to acts and omissions during the time period
from August 1, 2019 to December 4, 2023, including: (a) failure to pay all wages
owed, including minimum wages and overtime wages (Fair Labor Standards
Act, Cal. Lab. Code §§ 510, 511, 1194, and applicable IWC Wage Orders); (b)
failure to provide compliant meal and rest periods and failure to pay wage
premiums for alleged meal and rest break violations (Cal. Lab. Code §§ 226.7,
512 and applicable IWC Wage Orders); (c) failure to furnish timely and accurate

1 wage statements (Cal. Lab. Code §§ 226, 226.3, 226.6, 1174, 1175 and
2 applicable IWC Wage Orders); (d) failure to pay all wages at time of separation
3 and any applicable waiting-time penalties (Cal. Lab. Code §§ 201, 202, 203 and
4 applicable IWC Wage Orders); (e) failure to pay wages for off-the-clock work;
5 (f) failure to provide one day's rest in seven (Cal. Labor Code §§ 551 and 552
6 and applicable IWC Wage Orders); (g) failure to reimburse business expenses;
7 (h) unfair business practices and/or unfair competition (Cal. Bus. & Prof Code §§
8 17200, *et seq.*); (i) any other claims or penalties under the wage and hour laws
9 pleaded in the Complaints or that reasonably could have been pleaded based on
10 the allegations contained in the Complaints; and (j) all damages, penalties,
11 attorney fees, costs, interest and other amounts recoverable pursuant to (a)-(i) to
12 the extent permissible under the California Labor Code, California Industrial
13 Welfare Commission Orders, and the California Unfair Competition Law. The
14 Released Claims do not cover or include (1) claims for Workers' Compensation,
15 (2) claims for unemployment or disability payments, (3) claims for
16 discrimination, retaliation or harassment under Title VII or California's Fair
17 Employment and Housing Act, (4) tort claims, or (5) any other claims that cannot
18 be released as a matter of law. The Released Claims shall run during the entire
19 Class Period.

20. Additionally, all Class Members who worked during the PAGA Period will release all
claims for PAGA penalties arising during the PAGA Period that were or could have reasonably been
alleged based upon the facts pleaded in the Actions and the PAGA notices that Named Plaintiffs
provided to the LWDA.

21. Judgment in this matter is entered in accordance with the above findings.

22. Plaintiffs shall give notice of this Order and Judgment to Class Members, pursuant to
rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on
the Settlement Administrator's website.

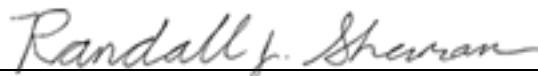
23. Without affecting the finality of the Judgment, the Court shall retain exclusive and
continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
664.6, including all Class Members, for purposes of enforcing the terms of the Judgment entered herein.

24. The court sets a Final Report Hearing for March 20, 2026 at 10:00 a.m. At least 16 days
before the Final Report Hearing date, Class Counsel must file a summary accounting of the distribution
of the settlement funds, identifying the distributions made pursuant to this ruling, as well as the number
and total amount of any uncashed checks, and the status of any unresolved issues, such as to confirm
whether distribution efforts are fully completed, including the distribution of the amount of the uncashed
class member and aggrieved employee checks to Orange County Rescue Mission after 180 days,

1 whether the Administrator's work is complete, and whether the court's file thus may be closed. The
2 parties must report to the Court the total amount that was actually paid to the class members, and submit
3 an Amended Judgment or Amendment to Judgment that complies with CCP §§384(b) and 384.5, and
4 Gov. Code §68520. Specifically, the Amended Judgment or Amendment to Judgment must state how
5 much money is being paid to the nonparty, including any interest that accrued on the funds, and, if
6 known, the purpose of the distribution to the nonparty and how it plans to expend the funds.

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8 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

9 Dated: **March 27, 2025**

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11 HON. RANDALL J. SHERMAN
12 Orange County Superior Court Judge
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