

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney S. Castillo-Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JESSICA HORRIGAN, an individual, on)
behalf of herself and on behalf of all persons)
similarly situated,)

Plaintiffs,)

v.)

CHILDREN'S SPECIALISTS OF SAN)
DIEGO, A MEDICAL GROUP, INC., a)
California Corporation; and DOES 1-50,)
Inclusive,)

Defendants.)

Case No. 37-2021-00014044-CU-OE-CTL

[PROPOSED] JUDGMENT

Hearing Date: December 2, 2022
Hearing Time: 9:00 AM

Honorable Judge Joel Wohlfeil
Department 73

Trial Date: Not Set
Action Filed: March 30, 2021

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and for Award of Class Counsel
3 Award and Class Representative Service Award duly came on for hearing on December 2, 2022,
4 before the above-entitled Court. The parties having settled this action and the Court having
5 entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and
6 good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as all non-exempt employees who are or previously were
10 employed by Defendant in California during the Class Period. The Class Period is defined as the
11 period between March 30, 2017, to January 18, 2022.

12 2. All persons who meet the foregoing definition are members of the Settlement
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
14 Class.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final
16 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
17 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
18 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
19 Motion for Final Approval of Class Action and PAGA Settlement, and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of
23 settlement benefits.

24 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
25 Member who has not validly opted out, has released the "Released Class Claims" against the
26 Defendant and all of the "Released Parties" as set forth in the Agreement.

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
28 The Released Class Claims are defined as all class claims alleged in the operative complaint,

1 including claims for violations of Labor Code section 203, which occurred during the Class
2 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
3 termination, unemployment insurance, disability, social security, workers' compensation, and
4 class claims outside the Class Period. The "Released Parties" means Defendant, as well as any
5 other present or former physicians, officers, agents, attorneys, affiliates, management, successors,
6 assigns, and all other representatives of CSSD including, Rady Children's Hospital – San Diego.

7 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
8 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
9 "Aggrieved Employee" has released the Released Parties from the "Released PAGA Claims" for
10 the "PAGA Period" as set forth in the Agreement.

11 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth
12 below: The Aggrieved Employees are defined as all employees who are or previously were
13 employed by Defendant in California and who were classified as non-exempt employees during
14 the PAGA Period. The Released PAGA Claims are defined as all PAGA claims alleged in the
15 operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA
16 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
17 termination, unemployment insurance, disability, social security, workers' compensation, and
18 PAGA claims outside of the PAGA Period. The PAGA Period means the period of January 1,
19 2020, through and including January 18, 2022.

20 9. This Court hereby grants final approval and awards the following: (i) \$191,580.85
21 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or One
22 Hundred Eighty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents
23 (\$183,333.33) and costs and expenses in the amount of Eight Thousand, Two Hundred Forty-
24 Seven Dollars and Fifty-Two Cents (\$8,247.52); (ii) the Class Representative Service Award to
25 Class Representative, Jessica Horrigan, of Ten Thousand Dollars and Zero Cents (\$10,000.00) in
26 exchange for a general release; (iii) settlement administration costs of Eight Thousand Dollars and
27 Zero Cents (\$8,000.00) to ILYM Group, Inc. ("Settlement Administration Cost"); and (iv) Fifteen
28

1 Thousand Dollars and Zero Cents (\$15,000.00) (75% of the PAGA Settlement) to the Labor and
2 Workforce Development Agency (“LWDA Payment”).

3 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
4 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
5 California Labor Code section 2699(1)(3).

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

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10 DATED: _____, 2022

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12 _____
13 Hon. Joel Wohlfeil
14 Judge, Superior Court for the State of California,
15 County of San Diego
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