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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

IRIS ASTUDILLO, an individual,
CRYSTAL DELGADO, an individual, on
behalf of herself and all others similarly
situated,

Plaintiffs,

vs.

TORRANCE HEALTH ASSOCIATION,
INC., a California Corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **20STCV18424**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: November 15, 2023

Hearing Time: 9:00 a.m.

*[Hearing scheduled by Order dated July 3, 2023
at paragraph 14]*

Judge: Hon. Elihu M. Berle

Dept.: SS-6

Action Filed: May 11, 2020

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on November 27, 2023, the Court entered
3 the Final Approval Order and Judgment in the above entitled action. A true and correct
4 copy of the Final Approval Order and Judgment is attached hereto as Exhibit #1. The
5 Judgment was also served on the LWDA pursuant to the Proof of Service below.

6 Respectfully submitted,

7
8 Dated: November 28, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9
10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiffs
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California 92037.

6 On November 28, 2023, I served the document(s) described as:

7 **1. NOTICE OF ENTRY OF JUDGMENT**

8 XX : BY ELECTRONIC SERVICE (via electronic service provider): I caused a copy of
9 the document(s) referenced above to be electronically transmitted to Case Anywhere,
10 an electronic filing/service provider at www.caseanywhere pursuant to the Court's
Order governing the matter mandating electronic service. The transmission was
reported as complete and without error to the following e-mail address(es):

11 Rsimmons@sheppardmullin.com
12 Dhavel@sheppardmullin.com
13 rkrueger@sheppardmullin.com
14 Esternberg@sheppardmullin.com
15 Lcano@sheppardmullin.com
16 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
17 A Limited Liability Partnership
18 Including Professional Corporations
19 Richard J. Simmons, Cal. Bar No. 72666
20 Derek R. Havel, Cal. Bar No. 193464
21 Ryan K. Krueger, Cal. Bar No. 293994
22 Elyssa M. Sternberg, Cal. Bar No. 329481
23 333 South Hope Street, 43rd Floor
24 Los Angeles, CA 90071-1422

19 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
20 Labor Workforce Development Agency via online process at the PAGA Filing website in
21 accordance with the procedure imposed by the LWDA.

22 X (State): I declare under penalty of perjury under the laws of the State of California that the
23 above is true and correct.

24 Executed on November 28, 2023 at La Jolla, California.

25 /s/ Kyle Nordrehaug
26 Kyle Nordrehaug
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Electronically Received 11/20/2023 01:06 PM

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Attorneys for Plaintiffs

FILED
Superior Court of California
County of Los Angeles

11/27/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

IRIS ASTUDILLO, an individual, CRYSTAL
DELGADO, an individual, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

TORRANCE HEALTH ASSOCIATION,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 20STCV18424

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

Hearing Date: November 15, 2023

Hearing Time: 9:00 a.m.

Judge: Hon. Elihu M. Berle

Dept: SS-6

Date Filed: May 11, 2020

Trial Date: Not yet set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Iris Astudillo and Crystal Delgado (collectively
2 “Plaintiffs”) for an order finally approving the Class Action, Collective Action and PAGA
3 Settlement Agreement (“Agreement”) with Defendant Torrance Health Association, Inc.
4 (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the Administrator
5 duly came on for hearing on November 15, 2023 before the Honorable Elihu M. Berle.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Seventy-Three
16 Thousand Twenty-Five Dollars (\$1,073,025) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On July 3, 2023, the Court entered the order granting preliminary approval of the
25 Settlement. At this same time, the Court approved conditional certification of the Class for
26 settlement purposes 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
4 August 2, 2023. Mailing of the Class Notice to their last-known addresses was the best notice
5 practicable under the circumstances and was reasonably calculated to communicate actual notice
6 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
7 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 October 2, 2023, 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 Jeffrey Krivis, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiffs and their counsel's investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Plaintiffs' counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. No
6 objections were received. Two (2) requests for exclusion were received.

7 e. The participation rate was high. 1,764 Participating Class Members will be
8 mailed a settlement payment, representing 99.88% of the overall Class.

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

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

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

17 11. An award of \$333,333 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount after deduction of the \$73,025 in already paid settlement payments, and
19 \$95,000 for litigation costs and expenses, is reasonable, in light of the contingent nature of Class
20 Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel.
21 The requested award has been supported by Class Counsel's lodestar and billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for a Class Representative Service Payments of not more
24 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the reduced amount of \$7,500 each to the Plaintiffs are
26 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation, for their
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1 time and effort in bringing and prosecuting this matter on behalf of the Class, and for their
2 execution of a general release.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$25,000 in fees and expenses, and this amount is reasonable in
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$5,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
17 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA
18 Period Pay Periods. "Aggrieved Employees" are all individuals who were employed by
19 Defendant in California and classified as a nonexempt employee at any time during the PAGA
20 Period (January 20, 2019 through February 21, 2023). Pursuant to Labor Code section 2699,
21 subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms
22 and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

23
24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 1. The Class is certified for the purposes of settlement only. The Class consists of
2 both the Wage and Hour Class and the Background Check Class, which are defined as follows:

3 The **Wage and Hour Class** is defined as: “all individuals who are or previously
4 were employed by Defendant in California and classified as a nonexempt employee
5 at any time during the Wage and Hour Class Period.” The “Wage and Hour Class
6 Period” is from May 11, 2016 through February 21, 2023.

7 The **Background Check Class** is defined as: “all individuals who executed
8 Defendant’s background check disclosure form at any time during the Background
9 Check Class Period.” The “Background Check Class Period” is from May 11,
10 2013 through February 21, 2023.

11 2. All persons who meet the foregoing definition are members of the Class, except for
12 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
13 two (2) individuals who requested exclusion, and these individuals are: Ying Sun and Wen-
14 Hsiang Teng.

15 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
16 best interest of the Class.

17 4. Class Counsel are awarded attorneys’ fees in the amount of \$333,333 and costs in
18 the amount of \$95,000. Class Counsel shall not seek or obtain any other compensation or
19 reimbursement from Defendant, Plaintiffs or members of the Class.

20 5. The payment of Class Representative Service Payments in the amount of \$7,500
21 each to the Plaintiffs is approved.

22 6. The payment of \$25,000 to the Administrator for its fees and expenses is approved.

23 7. The PAGA Penalties of \$20,000 is approved and is to be distributed in accordance
24 with the Agreement.

25 8. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
26 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
27 entry.

28 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
wrongdoing by Defendant or that this Action is appropriate for class or representative treatment

1 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
2 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
3 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
4 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
5 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
6 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
7 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
8 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
9 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
10 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
11 Claims and/or Released PAGA Claims.

12 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
13 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
14 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
15 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
16 to individual Class Members.

17 11. If the Agreement does not become final and effective in accordance with the terms
18 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
19 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
20 revert to their respective positions as of before entering into the Agreement, and expressly reserve
21 their respective rights regarding the prosecution and defense of this Action, including all available
22 defenses and affirmative defenses, and arguments that any claim in the Action could not be
23 certified as a class action and/or managed as a representative action.

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

25 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
26 Plaintiffs, and all members of the Class, shall take nothing in the Action.

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

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

7 4. Effective on the date when Defendant fully fund the Gross Settlement Amount,
8 Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims
9 against all Released Parties as follows:

10 (a) All Participating Class Members, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
12 and assigns, release Released Parties as follows: (i) **Release by Wage and Hour Class Members.**
13 All Wage and Hour Class Members, on behalf of themselves and their respective former and
14 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
15 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
16 on the facts stated in the Operative Complaint, including failure to pay minimum wages, straight
17 time compensation, overtime compensation, double-time compensation, and interest thereon;
18 failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost
19 from time rounding and timekeeping; noncompliant (e.g., missed, short, late, and/or interrupted)
20 meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest
21 periods; the calculation and payment of meal period and rest period premiums; payment for all
22 hours worked, including off-the-clock work and uncompensated work time; wage statements and
23 paystubs, including wage statements and paystubs furnished or available in physical, electronic, or
24 other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to
25 keep accurate records; failure to reimburse for all necessary business expenses; unfair business
26 practices; recordkeeping penalties, wage statement penalties, minimum wage, penalties, and
27 waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages;

1 and attorneys' fees and costs; claims under the California Labor Code including sections 201,
2 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5,
3 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage
4 Orders of the California Industrial Welfare Commission; and California Business and Professions
5 Code section 17200, *et seq.* This release excludes the release of claims not permitted by law. Upon
6 entry of Judgment, Participating Wage and Hour Class Members are precluded from filing a wage
7 and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or
8 causes of action encompassed by the Released Wage And Hour Class Claims, which are
9 extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d
10 1106 (2018). Except as expressly set forth in this Agreement, Participating Wage and Hour Class
11 Members do not release any other claims, including claims for vested benefits, wrongful
12 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
13 disability, social security, workers' compensation. The Released Wage and Hour Class Claims are
14 limited to the Wage and Hour Class Period. (ii) **Release by Background Check Class Members.**
15 All Background Check Class Members, on behalf of themselves and their respective former and
16 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
17 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
18 on the background check facts asserted in the Operative Complaint. The Released Background
19 Check Class Claims include all claims for unlawful background check disclosures, and unlawful
20 background check authorizations; all claims related to the Released Background Check Class
21 Claims arising under violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, the
22 Investigative Consumer Reporting Agencies Act, California Code of Civil Procedure §§ 1786, *et*
23 *seq.*, and the Consumer Credit Reporting Agencies Act, California Code of Civil Procedure
24 §§1785, *et seq.* This release expressly excludes the release of claims not permitted by law. The
25 Released Background Check Class Claims are limited to the Background Check Class Period.

26 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
27 of themselves and their respective former and present representatives, agents, attorneys, heirs,
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1 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
2 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
3 Complaint and the PAGA Notice, including claims for unpaid wages, including failure to pay
4 minimum wages, straight time compensation, overtime compensation, double-time compensation,
5 and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late,
6 and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to
7 authorize and permit rest periods; the calculation and payment of meal period and rest period
8 premiums; failure to reimburse for all necessary business expenses; failure to provide payment for
9 all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep
10 accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay
11 wages; and failure to timely pay final wages. The Released PAGA Claims include claims for
12 violation of the Wage Orders of the California Industrial Welfare Commission and the following
13 California Labor Code sections: 201, 202, 203, 204, 206, 210, 226, 226.7, 510, 512, 558, 1194,
14 1197, 1197.1, 1198, 2802, 2698 *et seq.*, and 2699, *et seq.*). Aggrieved Employees' Released
15 PAGA Claims are limited to the PAGA Period.

16 (c) Plaintiffs and their respective former and present spouses, representatives,
17 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
18 Released Parties from all known and unknown claims, transactions, or occurrences under federal,
19 state and/or local law, statute, ordinance, regulation, common law, or other source of law,
20 including but not limited to claims arising from or related to their respective employments
21 Defendant and their compensation while so employed ("Plaintiffs' Release") as fully set forth in
22 the Agreement.

23 5. For any Class Member or Aggrieved Employee whose Individual Class Payment
24 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
25 Administrator shall transmit the funds represented by such checks to the California Controller's
26 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
27 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
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1 6. The Court hereby enters judgment in the entire Action as of the filing date of this
2 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
3 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
4 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
5 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

6 7. The hearing on the Order to Show Cause Re: Compliance with Disbursement of
7 Settlement Funds is set for July 17, 2024 at 8:30 a.m. in Dept ss-6 at the Spring Street Courthouse.
8 The deadline to submit a report/declaration from the Administrator Re: Disbursement of
9 Settlement Funds is July 8, 2024.

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

11
12 Dated: 11/27/2023



Elihu M. Berle

HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
Elihu M. Berle / Judge