

APR 14 2022

Sherri R. Carter, Executive Officer/Clerk of Court
By: Roxanne Arraiga, Deputy

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

MICHAEL SUORSA, individually) Case No.: 20STCV02921
and on behalf of all others)
similarly situated,)
)
Plaintiff,)
)
vs.) JUDGMENT
)
NORTHEAST VALLEY HEALTH)
CORPORATION, a California)
corporation; and DOES 1 through)
100, inclusive,)
)
Defendants.)
)
)
)

The Court finds as follows:

A. The Court granted preliminary approval of the Second Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on November 15, 2021.

1 B. The Court granted final approval of the Settlement
2 Agreement on March 29, 2022, certified the settlement class with
3 no opt-outs, and found that the Settlement Agreement was fair,
4 adequate and reasonable.

5 C. The Court defined the following:

6 "Class," "Class Member," or "Class Members": all current
7 and former non- exempt hourly employees employed by Defendant in
8 California at any time during the Class Period. If such person
9 is incompetent or deceased, "Class" or "Class Member" or "Class
10 Members" means the person's legal guardian, executor, heir, or
11 successor in interest. (Settlement Agreement, ¶II.6.)
12

13 "Class Period": January 23, 2016 up to and including the
14 date the Court grants preliminary approval of this Settlement.
15 (¶II.12)

16 "Aggrieved Employees": all current and former non-exempt
17 hourly employees employed by Defendant in California at any time
18 during the PAGA Period. (¶II.2)

19 "PAGA Period": January 15, 2019, through date upon which
20 the Court grants preliminary approval of this Settlement.
21 (¶II.26.)

22 IT IS ORDERED, ADJUDGED AND DECREED as follows:

23 1. Plaintiff Michael Suorsa, individually and on behalf
24 of all others similarly situated, shall take from Defendant
25 Northeast Valley Health Corporation, as set forth in the

1 Parties' Settlement Agreement and the Court's Approval Order
2 entered March 29, 2022.

3 2. Defendants must pay Plaintiffs the Gross Settlement
4 Amount of \$600,000. The Net Settlement Amount (\$359,500) is the
5 Gross Settlement Amount minus the following:

6 a. \$200,000 (1/3) for attorney fees to Class
7 Counsel, Boyamian Law, Inc.;

8 b. \$11,075.72 for litigation costs to Class Counsel;

9 c. \$5,000 for a service award to the class
10 representative, Michael Suorsa;

11 d. \$13,000 for settlement administration costs to
12 Simpluris, Inc.; and
13

14 e. \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA;

15 3. Upon Final Approval by the Court of this Agreement and
16 full funding of the MSA, and by operation of the Agreement's
17 terms, and except as to such rights or claims as may be created
18 by this Agreement, all Authorized Claimants fully release and
19 discharge the Released Persons from all Released Class Claims,
20 whether known or unknown during the Class Period. Plaintiff and
21 Defendant stipulate and agree that the consideration paid to the
22 Class Members pursuant to this Agreement compensates the Class
23 Members for all wages and penalties due to them arising from the
24 claims alleged in the operative Complaint. All Aggrieved
25 Employee, whether requesting exclusion from the Settlement or

1 not, fully release and discharge the Release Persons from all
2 Released PAGA Claims. The State of California shall fully
3 release and forever discharge the Released Persons from the
4 Released PAGA Claims that arose during the PAGA Period as they
5 pertain to Plaintiff and all Aggrieved Employees. (§VI)

6 "Released Class Claims" means all claims, debts,
7 liabilities, demands, obligations, guarantees, costs, expenses,
8 attorneys' fees, damages, or causes of action which relate to
9 any and all claims alleged or which could have been alleged
10 based on the facts in the Operative Complaint filed by
11 Representative Plaintiff, both on his behalf and on behalf of
12 the Class Members in this Action during the Class Period,
13 including the date of preliminary approval of the Settlement
14 under any federal, state or local law, and shall specifically
15 include claims for failure to pay minimum wages, failure to pay
16 overtime wages, failure to pay all hourly wages including
17 minimum and overtime wages as a result of impermissible
18 rounding, off-the-clock work, failure to provide meal periods or
19 compensation in lieu thereof, failure to provide rest periods or
20 compensation in lieu thereof, failure to provide accurate
21 itemized wage statements, failure to timely pay final wages at
22 termination, failure to properly maintain required records,
23 unfair and unlawful business practices, including all attorneys'
24 fees and costs related thereto, and any other claims, including
25

1 claims for statutory, pertaining to the Class Members which were
2 alleged or could have been alleged in operative Complaint based
3 upon the allegations and claims contained in the Operative
4 Complaint. In addition, as to any Class Member who cashes the
5 check representing their Settlement Payment, the signing and
6 negotiation of that check shall serve as the Class Member's
7 consent to join the action for purposes of releasing claims
8 arising under the Fair Labor Standards Act ("FLSA") that are
9 related to the claims stated in the Action, implicitly or
10 explicitly, and, for such persons, "Released Class Claims" shall
11 include all related claims arising under the FLSA. This release
12 is limited in time to the Class Period covering the Class
13 Members who worked for the Released Persons in the State of
14 California. (§II.32)

16 "Released PAGA Claims" means any and all claims, debts,
17 liabilities, demands, obligations, guarantees, costs, expenses,
18 attorney's fees, damages, actions or causes of action under PAGA
19 (Cal. Labor Code §§ 2698 et seq.) which are alleged, or
20 reasonably could have been alleged based on the facts and claims
21 disclosed in the PAGA Letter filed with the LWDA and asserted in
22 the operative Complaint. No Aggrieved Employee may opt out of
23 this release. In addition, as to any Class Member who cashes the
24 check representing their portion of the PAGA Payment, the
25 signing and negotiation of that check shall serve as the

1 Aggrieved Employee's consent for purposes of releasing claims
2 arising under the Private Attorney General Act ("PAGA") that are
3 related to the claims stated in the Action, implicitly or
4 explicitly. This release is limited in time to the PAGA Period
5 covering the Aggrieved Employees who worked for the Released
6 Persons in the State of California. (§II.33)

7 "Released Persons" means Defendant Northeast Valley Health
8 Corporation, and its respective agents, attorneys, insurers,
9 past, present and future divisions, affiliates, DBAs (if any),
10 predecessors, successors, shareholders, officers, directors,
11 managers, employees, trustees, representatives, administrators,
12 fiduciaries, assigns, subrogees, executors, partners, parents,
13 owners, subsidiaries, privies, and/or any and all persons and/or
14 corporate entities acting by, through, under or in concert with
15 any of them. (§II.34)

17 The Released Class Claims and Released PAGA Claims
18 contained in this Agreement shall enter into effect upon the
19 full funding of the MSA and the issuance of the Final Approval
20 order and/or Judgement. (§IV.J)

21 4. All uncashed settlement checks, plus interest, must be
22 delivered to the California State Controller's Unclaimed
23 Property Division in the name of the Class Member/Aggrieved
24 Employee who did not cash his or her check.
25

5. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction over the parties with respect to enforcement of this Judgment under California Code of Civil Procedure Section 664.6.

CLERK TO GIVE WRITTEN NOTICE.

DATED: April 14, 2022

YVETTE M. PALAZUELOS

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JUDGE OF THE SUPERIOR COURT