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

TAMARA WHITMER, individually, in a
Representative capacity, and on behalf of other
members of the public similarly situated,

Plaintiff,

vs.

USP MISSION HILLS, INC., a California
corporation and DOES 1-10, inclusive,

Defendants.

Case No. 20CHCV00209

**[PROPOSED] ORDER FINALLY
APPROVING CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

[Assigned for all purposes to
The Honorable David S. Cunningham]

Action Filed: March 18, 2020
Trial Date: None

1 This matter came on for hearing on March 23, 2023, upon the Motion for Final Approval of
2 the proposed settlement of this action on the terms set forth in the Joint Stipulation re: Class Action
3 Settlement (the “Settlement” or “Stipulation”), filed with the declaration of Eric K. Yaeckel on
4 March 1, 2023 as **Exhibit 1**. Due and adequate notice having been given to the members of the
5 Class, and having considered the Settlement, all papers and proceedings held herein, and all oral
6 and written comments received regarding the proposed Settlement, and having reviewed the entire
7 record in this action, Case No. 20CHCV00209, entitled *Tamara Whitmer v. USP Mission Hills,*
8 *Inc.* (the “Action”), and good cause appearing, the Court finds that:

9 WHEREAS, plaintiff Tamara Whitmer (“Plaintiff”) has alleged claims against defendant
10 USP Mission Hills, Inc. (“Defendant”) on behalf of herself and on behalf of others similarly
11 situated, comprising: “All persons who worked for defendant USP Mission Hills, Inc. as non-
12 exempt employees in the State of California at any time during the Class Period”; and

13 WHEREAS, Plaintiff asserts claims against Defendant for (1) Failure to Pay Minimum
14 Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to
15 Provide Rest Breaks; (5) Failure to Provide Compliant Wage Statements; (6) Failure to Pay All
16 Wages Upon Separation; (7) Failure to Reimburse Business Expenses; (8) civil penalties under the
17 Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”);
18 and (9) Unfair Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and

19 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of
20 law alleged in this Action, and further denies any liability whatsoever to Plaintiff or to the Class
21 Members; and

22 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
23 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
24 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

25 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation which
26 contemplates an entry of judgment on the claims asserted in the Action against Defendant on the
27 terms and conditions set forth in the Stipulation, subject to the approval of this Court;
28

1 WHEREAS, this Court granted preliminary approval of the Parties' Settlement in this
2 Action on or about November 28, 2022 (the "Preliminary Approval Order"); and

3 WHEREAS, notice to the Class Members was sent in accordance with the Stipulation; and

4 WHEREAS, a fairness hearing on the proposed Settlement having been duly held and a
5 decision reached;

6 NOW, therefore, the Court grants final approval of the Settlement, and

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

8 1. To the extent defined in the Joint Stipulation re: Class Action Settlement, the terms
9 in this Order shall have the meanings set forth therein.

10 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the
11 Class.

12 3. The Court has determined that the notice given to the Class fully and accurately
13 informed all persons in the Class of all material elements of the proposed Settlement – including
14 the plan of distribution of the Settlement funds, the application for an enhancement award to the
15 Class Representative, and the application for an award of attorneys' fees and costs to Class Counsel
16 – constituted the best notice practicable under the circumstances, and constituted valid, due, and
17 sufficient notice to all Class Members.

18 4. The Court hereby grants final approval of the Settlement and Stipulation as fair,
19 reasonable, and adequate in all respects to the Class Members and Orders the parties to
20 consummate the Settlement in accordance with the terms of the Stipulation.

21 5. The plan of distribution as set forth in the Stipulation providing for the distribution
22 of the Net Settlement Amount to Class Members is approved as being fair, reasonable, and
23 adequate.

24 6. The Class is defined as follows: "All persons who worked for defendant USP
25 Mission Hills, Inc. as non-exempt employees in the State of California at any time during the Class
26 Period."

27 7. The Class Period is defined as March 18, 2016 to December 31, 2021.

28 8. As previously held in the Court's Preliminary Approval Order, the Court appoints as

Class Counsel the following attorneys: William B. Sullivan and Eric K. Yaeckel of Sullivan & Yaeckel Law Group, APC, 2330 Third Avenue, San Diego, California 92101.

9. The Court approves the payment of attorneys' fees in the amount of \$ _____ [not to exceed \$125,000.00] to Class Counsel, which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

10. The Court approves the payment of attorneys' costs in the amount of \$ _____ [not to exceed \$15,000.00] to Class Counsel, which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

11. The Court approves a payment in the amount of \$45,000.00 to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA, which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

12. The Court approves the payment of reasonable settlement administration costs to the Settlement Administrator, Phoenix Settlement Administrators, in the amount of \$ _____ [not to exceed \$ \$6,750.00], which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

13. The Court approves an enhancement award to Plaintiff and class representative Tamara Whitmer the amount of \$ _____ [not to exceed \$5,000.00], which amount shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

14. Without affecting the finality of this Final Order and Judgment, the Court reserves exclusive and continuing jurisdiction over the Action; plaintiff Tamara Whitmer; the Class; and Defendant for the purposes of: **(a)** supervising the implementation, enforcement, construction, and interpretation of the Stipulation, the Preliminary Approval Order, the distribution of the Total Class Action Settlement Amount, and this Final Order and Judgment; and **(b)** hearing and determining the application by Class Counsel for an award of attorneys' fees, costs, and expenses, which hearings shall take place concurrently with the hearing for this Final Order and Judgment.

15. By operation of this Final Order and Judgment, the Class Representative is hereby forever barred and enjoined from prosecuting the Released Class Claims and any claims covered

1 by the general release against any of the Released Parties (as defined in the Stipulation).

2 16. Each member of the Class is bound by this Final Order and Judgment, including,
3 without limitation, the release of claims as set forth in the Stipulation.

4 17. This Final Order and Judgment and the Stipulation, and all papers related thereto,
5 are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or
6 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
7 wrongdoing in this Action or in any other proceeding.

8 18. In the event that the Settlement does not become effective in accordance with the
9 terms of the Stipulation, then this Final Order and Judgment shall be rendered null and void to the
10 extent provided by and in accordance with the Stipulation and shall be vacated, and, in such event,
11 all orders entered and releases delivered in connection herewith shall be null and void to the extent
12 provided by and in accordance with the Stipulation, and each party shall retain his, her or its rights
13 to proceed with litigation of the Action.

14 19. The Court finds that there is no just reason for delay of entry of this Final Order and
15 Judgment and hereby directs its entry.

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

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19 DATED: _____

20 Hon. David S. Cunningham
21 Los Angeles County Superior Court Judge
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