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Superior Court of California
County of Los Angeles

DEC 12 2022

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

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

CHAFEN SUTTLE, individually and) Case No.: 19STCV46960
on behalf of all others)
similarly situated,)
)
Plaintiff,)
) JUDGMENT
vs.)
)
CHILDREN'S HOSPITAL LOS)
ANGELES, a California)
corporation; and DOES 1 through)
20, inclusive,)
)
Defendants.)
)
)
)

The Court finds as follows:

A. The Court granted preliminary approval of the Revised Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on March 15, 2022.

1 B. The Court granted final approval of the Settlement
2 Agreement on November 8, 2022, certified the settlement class
3 with 18 opt-outs: Sandra W. Dennis, Sheryl Renee Katzovitz,
4 Robert Dadian, Alma Martinez, Dorjana Ganaj, Iulieana Good,
5 Amanda Naomi Hall, Diana Lalani, Michele Denise Walter, Norma
6 Guadalupe Orellana, Peter Anthony Dean, Sandra I. Hernandez,
7 Saul Adolfo Salcedo, Fatima Hammou, Lynda B. Valenzuela, Cara
8 Reilly Lapes, Melissa Lorraine Radlein, and Natalie Margarita
9 Luna Andrade, and found that the Settlement Agreement was fair,
10 adequate and reasonable.

11
12 C. The Court defined the following:

13 "Class Plaintiffs": each person who performed work for
14 Defendant in California and was paid at an hourly rate of pay
15 during the Class Claims Period. Class Plaintiffs comprise all
16 putative class members as alleged in the Second Amended
17 Complaint ("Complaint"). (§1.a)

18 "Class Period": December 31, 2015 through the date of
19 Preliminary Approval. (§1.d)

20 "Class Members": all Class Plaintiffs who do not
21 affirmatively opt out of and exclude themselves from the Class
22 in a timely manner. (§1.c)

23 "PAGA Employees": employees who performed work for
24 Defendant in California and were paid at an hourly rate of pay
25 during the PAGA Period, regardless of whether they opt out of

1 the Class Settlement. Defendant estimates there are 6,500 PAGA
2 Employees. (§1.j)

3 "PAGA Period": December 31, 2018 through the date of
4 Preliminary Approval. (§1.i)

5 IT IS ORDERED, ADJUDGED AND DECREED as follows:

6 1. Plaintiff Chafen Suttle, individually and on behalf of
7 all others similarly situated, shall take from Defendants
8 Children's Hospital Los Angeles, a California corporation, as
9 set forth in the Parties' Settlement Agreement and the Court's
10 Approval Order entered November 8, 2022.

11 2. Defendants shall pay Plaintiffs the Gross Settlement
12 Amount of \$2,998,917. The Net Settlement Amount ("Net") is the
13 GSA minus the following:

14 a. \$999,639.04 to Class Counsel, Aegis Law Firm, PC
15 and Lebe Law, APLC for attorney fees [50%/50%];

16 b. \$20,301.65 to Class Counsel for litigation costs;

17 c. \$5,000 to Chafen Suttle, class representative,
18 for an Incentive Award;

19 d. \$35,000 to ILYM Group, Inc. for settlement
20 administration costs;

21 e. \$18,570.75 (75% of \$24,761 PAGA penalty) to the
22 LWDA;
23
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1 f. \$45,863.89 [estimated] to IRS/ Franchise Tax
2 Board for Defendant's share of payroll taxes. (§1.1) (Decl. of
3 Quiroz §14.)

4 3. Release As To All Settlement Class Members. As of the
5 date Defendant funds the Settlement, the Class Members,
6 including Named Plaintiff, release Defendant, its respective
7 affiliates, and each of their past or present officers,
8 directors, members, shareholders, employees, agents, principals,
9 heirs, representatives, accountants, attorneys, auditors,
10 consultants, insurers and reinsurers, and their respective
11 successors and predecessors in interest, subsidiaries,
12 affiliates, joint ventures, parents. and attorneys and each of
13 their respective company-sponsored employee benefit plans and
14 all of their respective officers, directors, employees,
15 administrators, fiduciaries, trustees and agents (the "Released
16 Parties"), from the "Released Claims" arising during the time
17 period of December 31, 2015 through the date of preliminary
18 approval. This release is subject to court approval. (§3)

19 For purposes of this Agreement, the "Released Claims" are
20 defined as: (§3)

21 All claims alleged in the Complaint or based on facts
22 alleged in the Complaint, whether for violation of any state
23 constitution, statute, rule, regulation, including the
24 California Labor Code and the California Wage Orders, whether
25

1 for economic damages, restitution, penalties, liquidated
2 damages, or interest, arising out of the following claims that
3 Defendant:

4 • (i) did not pay the Class Members all amounts owed for work
5 performed by Class Members for Defendant;

6 • (ii) failed to pay the Class Members all overtime amounts
7 owed (including weekly overtime, daily overtime, and double
8 time) for work performed by Class Members for Defendant;

9 • (iii) failed to provide meal periods and rest breaks to the
10 Class Members;

11 • (iv) failed to pay or timely pay the Class Members for all
12 hours worked;

13 • (v) did not provide legally compliant accurate itemized
14 wage statements;

15 • (vi) did not properly pay all wages to the Class Members
16 upon the Class Members' separation from employment;

17 • (vii) did not properly reimburse Class Members for business
18 expenses;

19 • (viii) did not timely pay wages owed to Class Members;

20 All causes of action asserted in the Complaint, including
21 any and all claims for alleged failure to pay wages or overtime
22 to the Class Members while allegedly employed by Defendant, for
23 alleged failure to provide unpaid meal periods and paid rest
24
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1 breaks to the Class Members, for alleged failure to provide
2 itemized wage statements to the Class Members while employed by
3 Defendant, for waiting time penalties, for the untimely payment
4 of wages, for unreimbursed business expenses, and, arising from
5 the foregoing, for alleged unlawful, unfair and/or fraudulent
6 business practices under California and Business and Professions
7 Code sections 17200, et seq. for the alleged wage and hour
8 violations alleged in the Complaint while employed by Defendant.
9 (¶3.b)

10
11 Complaint ("Complaint") means the Second Amended Complaint
12 filed with the Court in this Action. (¶1.p)

13 Release As To All PAGA Employees. As of the date Defendant
14 funds the Settlement, the PAGA Employees and the LWDA release
15 the Released Parties from claims for penalties under PAGA as
16 disclosed in Plaintiff's LWDA letter and alleged in the
17 Complaint during the PAGA Period. PAGA Employees cannot opt out
18 of this Release of PAGA Claims. This release is subject to court
19 approval. (¶4)

20 Named Plaintiff provides a general release and Civil Code
21 §1542 waiver. (¶5) In addition to the release made by the Class
22 Members set forth in Paragraphs 3 and 4 hereof, Named Plaintiff,
23 in exchange for a separate settlement in connection with Named
24 Plaintiff dismissing the related case of Chafen Suttle v.
25 Children's Hospital Los Angeles, et al, Los Angeles Superior

1 Court Case No. 20STCV04514 (the "Related Case") - and providing
2 a general release and waiver of Civil Code Section 1542. The
3 separate individual settlement is attached to the agreement as
4 Exhibit 2 [in Supp. Decl. of Jessica L. Campbell ISO Prelim].
5 (¶5)

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

10 5. Pursuant to California Rules of Court, Rule 3.769(h),
11 the Court retains jurisdiction over the parties with respect to
12 enforcement of this Judgment under California Code of Civil
13 Procedure Section 664.6.
14

15 CLERK TO GIVE NOTICE.

16 DATED: December 12, 2022

YVETTE M. PALAZUELOS

18 YVETTE M. PALAZUELOS
19 JUDGE OF THE SUPERIOR COURT
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