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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN DIEGO

11
12 RAYMOND ESPINOSA, individually, and on
13 behalf of other members of the general public
similarly situated,

14 Plaintiff,

15 vs.

16 ALLIANCE HEALTHCARE SERVICES,
17 INC. WHICH WILL DO BUSINESS IN
CALIFORNIA AS ALLIANCE
18 HEALTHCARE RADIOLOGY, a Delaware
corporation; ALLIANCE ONCOLOGY, LLC, a
19 Delaware limited liability company; and DOES
1 through 10, inclusive,

20 Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

10/10/2022 at 08:00:00 AM

Clerk of the Superior Court
By Ines Quirarte, Deputy Clerk

Case No.: 37-2020-00011228-CU-OE-CTL

[Assigned for all purposes to the
Honorable John S. Meyer, Dept. C-64]

**[AMENDED PROPOSED] ORDER AND
JUDGMENT APPROVING THE PARTIES'
PAGA SETTLEMENT AGREEMENT**

Date: September 16, 2022
Time: 10:30 a.m.
Place: Department C-64

Complaint filed: February 28, 2020
Trial Date: Not Set

1 to and has filed the Second Amended Complaint, the allegations of which shall be deemed to have been
2 generally denied by Defendant.

3 7. The Settlement is not an admission by Defendant, nor is this Order and Judgment a
4 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
5 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
6 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
7 concession, or liability whatsoever by or against Defendant.

8 8. The settlement of civil penalties under PAGA in the amount of approximately \$255,000
9 is hereby approved. Seventy-Five Percent (75%), or approximately \$191,250, shall be paid to the
10 California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or
11 approximately \$63,750, shall be paid to Aggrieved Employees.

12 9. The Court hereby awards a combined total of \$145,000 in attorneys' fees and \$25,000
13 costs to Capstone Law APC and James Hawkins APLC. The Court finds that the requested award of
14 attorneys' fees is reasonable for a contingency fee in an action such as this; i.e., one-third of the common
15 fund created by the settlement. Counsel have also established the reasonableness of the requested award
16 of attorneys' fees via their lodestar crosscheck, and the Court finds that the rates and hours billed are fair
17 and reasonable.

18 10. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator.

19 11. This Judgment shall be binding on all Aggrieved Employees and the State of California,
20 who are hereby barred by the doctrine of res judicata from re-litigating the Released Claims during the
21 Settlement Period:

22 Any claim for civil penalties under the PAGA for all allegations, claims, debts,
23 rights, demands, charges, complaints, actions, causes of action, guarantees,
24 interest, costs, expenses, attorneys' fees, damages, obligations or liabilities of any
25 and every kind, contingent or accrued, that are, were or reasonably could have
26 been alleged or asserted based upon the facts in the PAGA claims filed in the
27 Lawsuits (including the consolidated amended complaint to be filed as a Second
28 Amended Complaint in the Espinosa Action as a condition of this settlement),
and/or the facts and primary rights at issue in any notice provided pursuant to
PAGA by Espinosa or Rice to the LWDA and Defendant (including, without
limitation, in Espinosa's March 17, 2020 PAGA notice letter and Rice's
December 21, 2020 PAGA notice letter, respectively), arising out of, based on or
related to any violation of Labor Code §§ 201, 202, 203, 204, 222.5, 226, 226.7,
510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2802

1 and 2810.5 that occurred, arose or accrued at any time during the Settlement
2 Period.

3 *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative
4 action brought by an aggrieved employee under PAGA is binding not only on the named employee
5 plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the
6 proceeding).

7 12. This Judgment does not extend to or otherwise affect the ability of any Aggrieved
8 Employees to bring individual, non-representative claims against Defendant for direct statutory claims
9 alleging violations of the Labor Code.

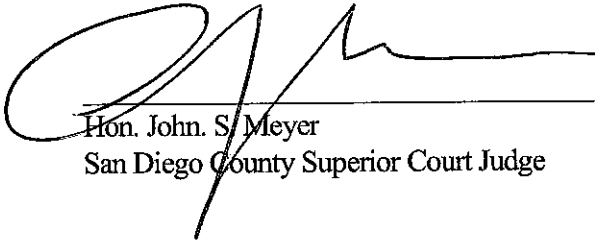
10 13. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
11 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
12 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

13 14. This document shall constitute a judgment under California Code of Civil Procedure §
14 664.6.

15
16 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

17
18 Date

10-10-22

19 
Hon. John S. Meyer

San Diego County Superior Court Judge

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067. My electronic address is matthew.krout@capstonelawyers.com.

On September 23, 2022, I served the document(s) described as:
[AMENDED PROPOSED] ORDER AND JUDGMENT APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [] to interested parties as follows [or] [✓] as stated on the attached service list:

McGUIREWOODS LLP
Matthew C. Kane, Esq. (SBN 171829)
Email: mkane@mcgufreewoods.com
Sabrina A. Beldner, Esq. (SBN 221918)
Email: sbeldner@mcguirewoods.com
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1800 Century Park East, 8th Floor
Los Angeles, CA 90067-1501
Tel: (310) 315-8200
Fax: (310) 315-8210
Attorneys for Defendants ALLIANCE HEALTHCARE SERVICES, INC. and
ALLIANCE ONCOLOGY, LLC

[] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[x] **ELECTRONIC FILE & SERVE:** A true and correct copy of the above-referenced document(s) was electronically served on counsel of record by means of transmitting the document to One Legal Court Services website in accordance with the Court's Order.

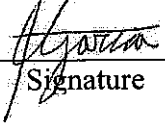
[] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[] **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this September 23, 2022 at Los Angeles, California.

Jasmine Garcia
Type or Print Name


Signature