

1 BLAKE JONES (SBN 211221)
blake@crosnerlegal.com
2 ZACHARY CROSNER (SBN 272295)
zach@crosnerlegal.com
3 MICHAEL CROSNER (SBN 41294)
mike@crosnerlegal.com
4 CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Suite 301
5 Beverly Hills, CA 90210
Tel. (310) 496-5818
6 Fac. (818) 700-9973

7 Attorneys for Plaintiff
JUAN CALDERON
8

9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF RIVERSIDE**
11

12 JUAN CALDERON, on behalf of all others
similarly aggrieved,
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14 Plaintiff,

15 vs.

16 PHYSICIANS FOR HEALTHY HOSPITALS,
INC., a Delaware corporation; PETER
17 BARONOFF, an individual; and DOES 1-50,
Inclusive,
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19 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 27 2022

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OCT 28 2022
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CASE NO. MCC2001482

Assigned for All Purposes to:
Hon. Harold Hopp
Dept. 10

~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT AND
JUDGMENT THEREON

Date: September 15, 2022

Time: 8:30 a.m.

Dept.: 10

~~PROPOSED~~ ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 ("PAGA"), Plaintiff Juan Calderon's Motion for Approval of Settlement under PAGA came
3 before this Court on May 18, 2022 on a regularly noticed motion.

4 Plaintiff's operative complaint seeks civil penalties on behalf of the State of California
5 and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by
6 PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set
7 forth in Plaintiff's complaint and his letters to the Labor Workforce & Development Agency
8 ("LWDA") dated June 9, 2020 (the "LWDA Letter"), on behalf of all current and former non-
9 exempt employees of Defendant in California from June 15, 2019 to November 9, 2021,
10 inclusive.

11 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and
12 approve any settlement of any civil action filed pursuant to this part." Lab. Code section 2699 (1)(2).
13 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
14 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
15 papers filed in support of the proposed settlement and the arguments of counsel, and good cause
16 appearing, HEREBY ORDERS AS FOLLOWS:

- 17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
19 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
20 terms, as fair, just, reasonable, and adequate;
- 21 3. The Court finds further that Plaintiff, acting on behalf of herself and the State of
22 California, and the Aggrieved Employees, by operation of this Order and Judgment hereby release and
23 forever discharge Defendant and the Released Parties (as defined in the Settlement Agreement) from all
24 claims, rights, demands, liabilities, costs, attorneys' fees, and causes of action for civil penalties
25 under the PAGA, for the duration of the PAGA Period, based on the factual allegations pled in
26 the operative complaint in the Action, with respect to all alleged violations of the California
27 Labor Code and the Industrial Welfare Commission Wage Orders, including but not limited to
28 the following provisions: California Labor Code §§ 201-203, 204, 210, 216, 221-223, 226,

226.7, 245-248.5, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802 and 2699; and all provisions of any and all applicable Industrial Welfare Commission Wage Orders, including but not limited to Industrial Welfare Commission Wage Order 5-2001 (the "Released PAGA Claims").

4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California as to those claims brought in the Action, and may bar any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released PAGA Claims and Released Parties.

5. The Court finds further that Plaintiff shall release, relinquish, and discharge, and by operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all of his individual (non-PAGA) claims as against all Released Parties, as set forth in the Settlement Agreement;

6. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendant is directed to make all payments required by the Settlement Agreement;

7. Under the Settlement Agreement, Defendant agrees to pay Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) (the "Gross Settlement Amount") in two equal payments. The first payment shall be made within sixty (60) days of the date of this Order and Judgment. The second payment shall be made on or before June 1, 2023. The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, an enhancement award to Plaintiff, a separate payment to Plaintiff in settlement of his individual claims against Defendants, Attorney's Fees and Costs, and Administration costs. No portion of the Gross Settlement Amount will revert to Defendants. Plaintiff requests a representative enhancement award of \$5,000.00, in addition to the separate settlement of his individual claims in the amount of \$13,000.00, and Plaintiff's Counsel requests an award of attorney's fees of \$250,000.00 and reimbursement of actual litigation expenses of \$13,213.19. Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the following payments from the Gross Settlement Amount:

a. \$250,000.00 in attorney's fees to Crosner Legal, PC;

- 1 b. \$13,213.19 in litigation costs to Crosner Legal, PC;
2 c. \$5,000.00 to Plaintiff Juan Calderon as a representative enhancement for his services as
3 the named plaintiff in this matter, and \$13,000.00 in consideration of his settlement of all individual claims
4 against Defendants and a full general release of claims and waiver of Civil Code section 1542; and
5 d. \$20,000.00 in administration costs to ILYM Group, Inc.;

6 8. After deducting the foregoing payments, the estimated remainder of approximately
7 \$434,000 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
8 NSA will then be distributed 75 percent (approximately \$325,500) to the LWDA, and the remaining 25
9 percent (approximately \$108,500) to the Aggrieved Employees on a pro rata basis, as set forth in the
10 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
11 issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
12 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
13 Agreement.

14 9. As provided in the Settlement Agreement, one-half of each payment authorized in
15 Paragraphs 7-8 shall be made following the initial installment payment and one-half shall be paid
16 following the second installment payment.

17 10. A non-appearance Final Accounting hearing is scheduled for February 15, 2024. The
18 Parties are ordered to file compliance report setting forth the amount of money distributed and the amount
19 of uncashed/unclaimed funds no later than five (5) court days prior to the hearing.

20 11. This document shall constitute a Judgment for purposes of California Rule of Court
21 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
22 purpose of supervising implementation, enforcement, construction, administration, and interpretation of
23 the Settlement Agreement and this Judgment.

24 **IT IS SO ORDERED.**

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27 Dated: 10/17/22

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Judge of the Superior Court

Judge Harold W. Hopp