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9 Attorney for Plaintiffs, JESSICA HAMPTON,
10 DOMENICA Y. INIGUEZ, and JAMES HENDERSON,
11 and on Behalf of Other Members of the Public
12 Similarly Situated and the State of California

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MERCED

JESSICA HAMPTON, DOMENICA Y.
INIGUEZ, and JAMES HENDERSON,
individually, and on Behalf of Other Members
of the Public Similarly Situated and the State
of California,

Plaintiffs,

vs.

GOLDEN VALLEY HEALTH CENTERS, a
corporation; and DOES 1 through 25,
inclusive,

Defendants.

CASE NO: 20CV-01985

*Assigned for All Purposes to:
Hon. Brian McCabe – Dept. 8*

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

Trial Date: None

Complaint filed: July 10, 2020

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

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1 **PLEASE TAKE NOTICE** that on May 18, 2021, the Court entered its Order and
2 Judgment Granting Approval of PAGA Settlement, a copy of which is attached hereto as **Exhibit**
3 **1.**

4 DATED: May 19, 2021

WORKWORLD LAW CORP.

A Professional Corporation

By: 

RUBEN ESCOBEDO

Attorney for Plaintiffs, JESSICA HAMPTON,
DOMENICA Y. INIGUEZ, and JAMES
HENDERSON, Individually, and on Behalf of
Other Members of the Public Similarly Situated,
and the State of California

Exhibit 1

RUBEN ESCOBEDO (SBN 277866)
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Attorney for Plaintiffs, JESSICA HAMPTON,
DOMENICA Y. INIGUEZ, and JAMES HENDERSON,
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Similarly Situated and the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED

JESSICA HAMPTON, DOMENICA Y.
INIGUEZ, and JAMES HENDERSON,
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Defendants.

CASE NO: 20CV-01985

*Assigned for All Purposes to:
Hon. Brian McCabe – Crtrm. 8*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PAGA
SETTLEMENT**

Date: May 17, 2021
Time: 8:15 a.m.
Crtrm.: 8

Trial Date: None

Complaint filed: July 10, 2020

Plaintiffs JESSICA HAMPTON, DOMENICA Y. INIGUEZ, and JAMES HENDERSON
filed their Motion for Approval of PAGA Settlement of this action against GOLDEN VALLEY
HEALTH CENTERS.

Plaintiffs and Defendant appeared by and through their counsel. The matter came on
regularly for hearing on May 17, 2021, at 8:15 a.m., in Courtroom 8 of the above referenced
Court. Having considered all of the papers and arguments submitted on the matter, the Court
grants the Motion, and hereby ORDERS, ADJUDGES AND DECREES as follows:

FILED
2021 MAY 18 PM 1:28
CLERK OF THE SUPERIOR COURT
BY *[Signature]*

1 1. The Court hereby GRANTS approval of the terms and conditions contained in the
2 PAGA Settlement Agreement between Plaintiffs JESSICA HAMPTON, DOMENICA Y.
3 INIGUEZ, and JAMES HENDERSON, and Defendant GOLDEN VALLEY HEALTH
4 CENTERS attached to the Declaration of Ruben Escobedo as **Exhibit 1**. The Settlement
5 Agreement is hereby fully approved and shall be carried out and effectuated according to its terms
6 and this Order.

7 2. This Order incorporates by reference the definitions in the Settlement Agreement
8 and all terms defined therein shall have the same meaning in this Order.

9 3. The Court finds that the Settlement Agreement and the terms and conditions set
10 forth therein are fair, reasonable, and adequate and in the best interests of the Aggrieved
11 Employees (defined below). The Court further finds that the Aggrieved Employees shall be bound
12 by this settlement, including the release of Released Claims against all Released Parties, and the
13 Court concludes that this settlement should be and is hereby finally approved.

14 4. For purposes of this settlement only, the Aggrieved Employees are defined as: all
15 persons employed by Defendant who were permanently or temporarily terminated, separated, laid-
16 off, or furloughed ("terminated") at any point during the time period of March 23 through April
17 22, 2020.

18 5. Plaintiff and Aggrieved Employees have settled and released the Released Parties
19 of all Released Claims (as the foregoing terms are defined in the Settlement Agreement).

20 6. Except as expressly provided in the Settlement Agreement and this Order, the
21 Released Parties shall not have any further liability arising from this action for penalties, damages,
22 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability.

23 7. Within 15 days of the Effective Date, Defendant will deliver a list to the settlement
24 administrator, ILYM Group, formatted as a Microsoft Office Excel spreadsheet including each
25 Aggrieved Employee's full name; last known address; Social Security number; and the total
26 number of "points," as that term is used in the Settlement Agreement. The foregoing list and
27 information shall remain confidential and shall not be disclosed to anyone or used by Plaintiff's
28 counsel for any purpose, except to carry out the Settlement Agreement or this Order.

1 8. Within 30 calendar days after the Effective Date, Defendant will deliver payment
2 in the amount of \$140,000 to ILYM Group.

3 9. The Court orders ILYM Group to distribute payment of the \$140,000 Maximum
4 Settlement Amount, as follows:

5 A. \$37,833 to the Aggrieved Employees for Individual Payments Amounts;

6 B. \$3,750 to the LWDA as civil penalties;

7 C. \$1,250 to the Aggrieved Employees as civil penalties;

8 D. \$49,167 to Hampton's Counsel for attorneys' fees and costs;

9 E. \$13,500 to each of the three named Plaintiffs;

10 F. Up to \$7,500 to ILYM Group for settlement administration costs.

11 10. ILYM Group shall send each Aggrieved Employee's payment along with a notice
12 of settlement in the form attached to the Settlement Agreement as Exhibit A via regular First Class
13 United States Mail, using the most current mailing addresses identified, as set forth in the
14 Settlement Agreement.

15 11. Settlement checks which are not negotiated within 120 days after the date they are
16 issued shall be void. Such unclaimed amounts shall thereafter automatically be cancelled. If
17 any funds remain thereafter, they shall be payable to the California Department of Industrial
18 Relations Unpaid Wage Fund.

19 12. The Court retains continuing jurisdiction as to all matters relating to the
20 administration and consummation of the settlement as provided in the Settlement Agreement and
21 all other matters covered in this Order.

22 13. Nothing in this Order shall preclude any action to enforce Defendant's obligations
23 under the Settlement Agreement, including the requirement that it make payments in accordance
24 with the terms of the Settlement Agreement.

25 14. Upon entry of this Order, final judgment shall be deemed entered herein and,
26 except as otherwise provided herein, the parties shall bear their own attorneys' fees, costs, and
27 expenses incurred in or arising out of the lawsuit and shall not seek further reimbursement thereof
28 from the Released Parties or any party.

1 15. In the event that the Settlement Agreement does not become effective in
2 accordance with the terms of the Settlement Agreement, this Order shall be rendered null and void
3 to the extent provided by and in accordance with the Settlement Agreement and shall be vacated.

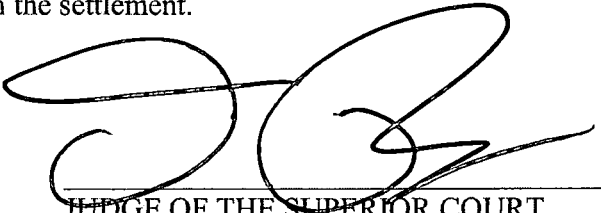
4 16. The parties' settlement Agreement shall not constitute an admission of liability or
5 fault by Defendant or the Released Parties, or a finding as to the validity of any claims in the
6 lawsuit or of any wrongdoing or violation of law by releasees. The Settlement Agreement is not a
7 concession by the parties and, to the extent permitted by law, neither this Order nor any of their
8 terms or provisions, nor any of the negotiations or proceedings connected with them, shall be
9 offered as evidence or received in evidence in any pending or future civil, criminal, or
10 administrative action or proceeding to establish any liability of, or admission by the Released
11 Parties. Notwithstanding the foregoing, nothing in this Order shall be interpreted as prohibiting the
12 use of this Order in a proceeding to consummate or enforce the Settlement Agreement or this
13 Order to defend against the assertion of claims in any other proceeding, or as otherwise required
14 by law.

15 17. Pursuant to Rule 3.770 of the California Rules of Court, the Court dismisses
16 without prejudice the putative class action with respect to all putative Class Members. Nothing in
17 this Order precludes or in any way detracts Class Members from asserting claims in their
18 individual capacities.

19 Having granted approval of the settlement between the parties in the above-entitled action
20 as set forth above, this Court HEREBY ORDERS, ADJUDGES AND DECREES that judgment in
21 this matter is entered in accordance with the settlement.

22 **IT IS SO ORDERED**

23
24 DATED: *May 17, 2021*



JUDGE OF THE SUPERIOR COURT

Case Name: ***Hampton v. Golden Valley Health Centers***
Case No.: 20CV-01985

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF MERCED

I am employed in the County of Santa Barbara, State of California. I am over the age of 18 and not a party to the within action. My business address is 731 S. Lincoln Street, Santa Maria, CA 93458.

On **May 19, 2021**, I served the following document(s) described as **NOTICE OF ENTRY OF ORDER AND JUDGMENT** on the interested parties by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

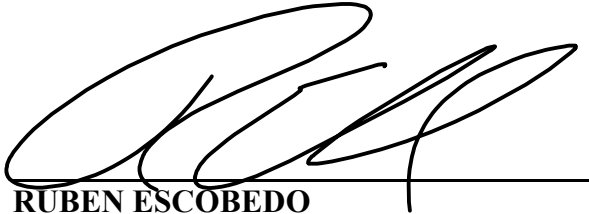
Daniel J. McQueen
Allison E. Cheffer
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071

Attorney for Defendant

- ☒ **BY MAIL:** I deposited the sealed envelope with the United States Postal Service, with postage fully prepaid.
- ☐ **BY FEDERAL EXPRESS/OVERNIGHT MAIL:** I caused the above-described document to be served on the interested parties noted as follows by Federal Express/Overnight Mail.
- ☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the office(s) of the addressee.

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

Executed on **May 19, 2021**.


RUBEN ESCOBEDO