

Timothy B. Sottile, Esq. SBN: 127026
Michael F. Baltaxe, Esq. SBN: 129532
Nicole C. Burgos Romero, Esq. SBN: 340942
Robert J. Golde, Esq. SBN: 303155
SOTTILE ■ BALTAXE
28632 Roadside Drive, Suite 100
Agoura Hills, California 91301
Telephone: (818) 889-0050; Facsimile: (818) 889-6050

FILED
Superior Court of California
County of Los Angeles

05/30/2024

David W. Skayton, Executive Officer / Clerk of Court

By: G. Morales Deputy

Attorneys for Plaintiff DIANA LOPEZ

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

DIANA LOPEZ, in her representative capacity,

Plaintiff,

vs.

WHITE MEMORIAL MEDICAL CENTER, a
business entity exact form unknown; and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: 21STCV19484

[Assigned to Hon. Judge Joseph Lipner
Department 72]

**~~[PROPOSED]~~ ORDER RE UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: May 28, 2024

Time: 8:30 am

Dept: 72

*[Filed Concurrently with the Notice of
Motion and Motion for Approval of
Settlement Order Approving Settlement of
Claims, Declaration of Michael Baltaxe,
Esq. and the Declaration of Nicole C.
Burgos Romero, Esq.]*

Action Filed: May 24, 2021

Trial Date: None

1 Plaintiff filed a Motion for Approval of PAGA Settlement, which came on for hearing on
2 May 28, 2024, at 8:30 a.m., in Department 72 of the above-entitled Court, the Honorable Joseph
3 Lipner presiding. The Court has reviewed the materials and information submitted by the Parties
4 and finds and hereby ORDERS as follows:

5 1. For purposes of the Settlement and this Order, "Action" means the representative
6 action titled Lopez v. White Memorial Medical Center No. 21STCV19484 filed by Plaintiff
7 Plaintiff Diana Lopez, in her representative capacity, against Defendant White Memorial Medical
8 Center on May 24, 2021, 2020, in the Superior Court of the State of California, County of Los
9 Angeles.

10 2. Consistent with the definitions provided in the Settlement, the term "Aggrieved
11 Employees classified as hourly, non-exempt employees any time from March 20, 2020, through
12 October 17, 2022 (the "Settlement Period"). For purposes of the Settlement in this Order,
13 "Settlement" refers to the settlement entered between Plaintiff and Defendant on or about October
14 31, 2023.

15 3. All other capitalized terms not defined herein shall have the same meaning as in the Parties'
16 Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Michael F. Baltaxe
17 filed on November 29, 2023.

18 4. Upon the Effective Date:

- 19 a. Plaintiff, all Aggrieved Employees, and the State of California and all applicable
20 departments, agencies, and commissions shall release Defendant from any and all
21 PAGA penalties which could be assessed upon and collected from Defendant for
22 known and unknown violations of California Labor Code sections 201, 202, 203,
23 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, California Industrial Welfare
24 Commission Wage Order, regulations, and other provisions of law that were
25 alleged or could have been alleged to have been violated in the action based upon
26 the facts alleged in the LWDA Notice and arising during the Covered Time Periods.
27 b. Plaintiff will be deemed to have waived all rights and benefits afforded by Civil
28

Code section 1542.

c. In exchange for the Service Award, Plaintiff on behalf of herself, her heirs, representatives, successors and assigns hereby fully and finally releases and discharges Defendant, its parents, subsidiaries, affiliates and related entities and its respective past and present stockholders, members, managers, directors, officers, employees, attorneys, insurers, agents, representatives, administrators, successors and assigns (collectively the "Released Parties"), from and of any and all claims, demands, obligations, causes of action, rights, liabilities, promises, agreements, debts, losses, controversies, actions, suits, judgments, damages, restitution, penalties, interest, liens, expenses, attorneys' fees, expert fees, and costs, all of any nature whatsoever, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, asserted or unasserted, which Plaintiff ever had, now have, or hereafter may have against the Released Parties, or any of them, from the beginning of time up until the Effective Date. This general release includes, but is not limited to any and all claims whether based in equity or at law, including without limitation any federal, state or local statute, code, regulation, rule, ordinance, constitution, order or at common law; any claim for unpaid wages, penalties, expenses, bonuses, sick leave, holiday pay, vacation pay, benefits; any claim for wrongful termination, constructive discharge, breach of contract, breach of implied covenant of good faith and fair dealing, breach of public policy, libel, slander, defamation, retaliation, discrimination, harassment, unfair practices, violation of the right of privacy, interference with contract or prospective economic advantage, and emotional distress; and any claim relating to Plaintiff's employment with Defendant or the conclusion of that employment. This general release does not release any claim for workers compensation benefits, unemployment compensation benefits, or breach of this Settlement Agreement nor does it release the right to enforce this Settlement Agreement or obtain payment of the Settlement Amount.

1 5. All Aggrieved Employees and all Released Claims are covered by and included
2 within the Settlement and this Final Order.

3 6. The material terms of the Settlement include:

- 4 a. The Total Settlement Amount is \$1,050,000.00.
- 5 b. No portion of the Settlement Amount will revert to Defendant.
- 6 c. \$22,000 of the Settlement Amount will be set aside for expected costs associated
7 with settlement administration, to be paid to ILYM Group Inc., the Settlement
8 Administrator.
- 9 d. Plaintiff's Counsel will be awarded one-third of the Settlement Amount, or
10 \$346,500.00, in attorneys' fees, as well as their reasonable costs incurred which
11 total \$10,882.42.
- 12 e. Plaintiff will be awarded a service award if \$ 2,500.
- 13 f. The remaining Twenty-Five Percent (25%) of the PAGA Penalties Fund Will be
14 paid to all Aggrieved Employees according to the following formula:
- 15 i. The Settlement Administrator will calculate: (i) the total number of pay
16 periods worked by each Aggrieved Employee during the Settlement Period,
17 and (ii) the total number of pay periods worked by all Aggrieved Employees
18 during the Settlement Period.
- 19 ii. ADJUSTED PAY PERIODS: means the actual total of PAGA pay periods
20 worked by Non-Exempt Employees Other Than Care or Case Managers Plus
21 1.1 x actual total of PAGA pay periods worked by Care or Case Managers
- 22 iii. Non-Exempt Employees Other Than Care or Case Managers: Individual
23 Aggrieved Employee Settlement Payment = (25% of the PAGA Penalties
24 divided by the ADJUSTED PAY PERIODS worked by all aggrieved
25 employees) x (each aggrieved employee's PAGA pay periods worked x 1.0).
- 26 iv. Non-Exempt Care or Case Managers: Individual Aggrieved Employee
27 Settlement Payment = (25% of the PAGA Penalties/ADJUSTED PAY
28

PERIODS worked by all aggrieved employees) x (each aggrieved employee's PAGA pay periods worked x 1.1).

7. Defendant will provide the Settlement Administrator with the Aggrieved Employee List within fourteen (14) calendar days after entry of the Order and Judgment approving the Settlement.

8. Within fourteen (14) calendar days of the Effective Date, Defendant shall fund the Gross Settlement Amount by depositing the money into a qualified settlement fund to be established by the Settlement Administrator. "Effective Date" means the date after which the Settlement is approved and the Court's Judgment becomes final and no longer subject to timely post-judgment motion or appeal ("Judgment"). The Court's Judgment "becomes final" upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 calendar days after the Court's Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure and California Rules of Court; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

9. Within fourteen (14) calendar days of receiving the Gross Settlement Amount, the Settlement Administrator will distribute the Settlement Administrator will issue the payments provided for by this Settlement Agreement to: (a) the Aggrieved Employees; (b) the LWDA; (c) Plaintiff; (d) Plaintiff's Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

10. Aggrieved employees will then have one hundred and eighty (180) days to cash or deposit their checks. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement Checks by the Settlement Administrator will be tendered to the unclaimed property fund maintained by the Office of the Controller of the State of California.

11. 10. Because this is PAGA-only Settlement, the process for approval is straightforward: "The superior court shall review and approve any settlement of any civil action filed pursuant to

1 this part." Labor Code § 2699(1)(2).

2 12. The Court finds that the Settlement is fair, adequate, reasonable, and consistent with the
3 purposes of the PAGA.

4 13. The Court finds that the forms of the Notice Letter attached as Exhibit A to this Judgment
5 is adequate and reasonable, and ORDERS that notice be provided to the Aggrieved Employees in
6 the aforementioned forms.

7 14. The Court is not making any findings as to the merits of Plaintiff's claims and nothing
8 herein is intended or will be construed as an admission of liability or wrongdoing by Defendant.

9 15. Consistent with the foregoing, the Settlement Administrator selected by the Parties
10 is hereby ORDERED to distribute the Settlement Amount as indicated above and in the Settlement
11 Agreement.

12 16. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days of entry of
13 this Order.

14 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Judgment shall be
15 entered in accordance with this Order and the Settlement Agreement, that this Action is dismissed
16 with prejudice, and that the Court retains jurisdiction, including pursuant to California Code of
17 Civil Procedure section 664.6, over the Parties to enforce the Settlement.

18
19 DATE:

05/30/2024



A handwritten signature in black ink, appearing to read "Joseph Lipner", is written over a horizontal line.

Joseph Lipner / Judge
The Honorable Joseph Lipner
Hon. Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years of age and not a party to the within action. My business address is 28632 Roadside Drive, Suite 100, Agoura Hills, CA 91301.

On May 29, 2024, I served, in the manner indicated below, the foregoing document described as **[PROPOSED] ORDER RE PLAINTIFF DIANA LOPEZ'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action by placing true copies thereof enclosed in a sealed envelopes, at Agoura Hills, California, addressed as follows (or as stated on the attached Proof of Service Mailing List):

SEE ATTACHED SERVICE LIST

☐ **(BY MAIL)** I caused such envelopes with postage thereon fully prepaid to be placed in the United States mail at Agoura Hills, California. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter is more than one (1) day after date of deposit for mailing in affidavit (C.C.P. § 1013(a)).

☒ **(BY ELECTRONIC MAIL)** The document listed above was transmitted via electronic mail to the e-mail addresses set forth above, or as stated on the attached Proof of Service Mailing List. The transmission was reported as complete and without error (C.C.P. § 1010.6(a)(2)).

☐ **(BY OVERNIGHT COURIER):** I caused the above-referenced document to be delivered to FEDERAL EXPRESS for delivery to the addresses on the attached service list.

☐ **(BY PERSONAL SERVICE)** I caused such envelopes to be delivered by hand to the offices of the addressees (C.C.P. § 1011(a)(b)).

* * * * *

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this Court, at whose direction the service was made.

EXECUTED on May 29, 2024, at Agoura Hills, California.

/s/ Nicole C. Burgos Romero
Nicole C. Burgos Romero

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SERVICE LIST

Sheryl L. Skibbe, Esq. Ashely D. Stein, Esq. VEDDER PRICE (CA) LLP 1925 Century Park East, Suite 1900 Los Angeles, California 99067 Telephone: (424) 204-7700 Facsimile: (424) 204-7702 sskibbe@vedderprice.com astein@vedderprice.com dpippo@vedderprice.com	Attorneys for Defendant WHITE MEMORIAL MEDICAL CENTER
---	---