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FILED
Superior Court of California
County of Los Angeles

04/29/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

LAUREN FLETCHER HERNANDEZ,
individually, and on behalf of all others similarly
situated,

Plaintiff,

v.

FACEY MEDICAL FOUNDATION, a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20STCV41624

CLASS ACTION

*[Assigned for all purposes to Hon. Carolyn
Kuhl, Dept. 12]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: April 29, 2024

Time: 10:30 a.m.

Dept.: 12

1 On or around October 30, 2023, this Court issued an Order Granting Preliminary Approval
2 of Class Action Settlement. Plaintiffs Lauren Fletcher Hernandez, Amanda Rivera, and Ilbret
3 Pourmanafy (collectively, “Plaintiffs”) now seek an order granting final approval of the Class Action
4 and PAGA Settlement Agreement and Class Notice (“Settlement”), attached to the Declaration of
5 Justin F. Marquez in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement as
6 **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the proposed settlement,
11 and having reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
16 Settlement Class Members, and Defendant Facey Medical Foundation (“Defendant”).

17 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
18 reasonable and therefore meets the requirements for final approval. The Court grants final approval
19 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
20 Agreement between Plaintiffs and Defendant, attached to the Declaration of Justin F. Marquez in
21 Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

22 4. The Court finds that the Settlement appears to have been made and entered into in
23 good faith and hereby approves the settlement subject to the limitations on the requested fees and
24 enhancements as set forth below.

25 5. Plaintiffs and all Participating Class Members shall have, by operation of this Final
26 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
27 from all Released Claims as defined in the Settlement.

28 6. All Participating Class Members, on behalf of themselves and their respective

1 former and present representatives, agents, attorneys, heirs, administrators, successors, and
2 assigns, release Released Parties from all claims asserted in the Action, arising from or related to
3 the facts and claims alleged in the Action, or that could have been raised in the Action based on
4 the facts and claims alleged, as amended. The Class Released Claims include all claims for unpaid
5 wages, including, failure to pay minimum wages, straight time compensation, overtime
6 compensation, double-time compensation, and interest; the calculation of the regular rate of pay;
7 missed meal period and rest-period premiums, including failure to pay premiums at the regular rate
8 of compensation; reimbursement for all necessary business expenses; payment for all hours
9 worked, including off-the-clock work; wage statements; deductions; failure to keep accurate
10 records; unfair business practices; penalties, including, but not limited to, civil penalties, statutory
11 penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and
12 waiting-time penalties; and attorneys' fees and costs; all claims related to the Released Claims
13 which are asserted in the Complaint or which could have been asserted based on the factual
14 allegations pled in the Complaint arising under: the California Labor Code (including, but not
15 limited to, sections 201, 202, 203, 204, 218.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,
16 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802), the Wage Order 5-2001 of the California
17 Industrial Welfare Commission; the PAGA; California Business and Professions Code section
18 17200 based on the foregoing, et seq. Except as set forth in Section 5.1 of this Agreement,
19 Participating Class Members do not release any other claims, including claims for vested benefits,
20 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
21 insurance, disability, social security, workers' compensation, or claims based on facts occurring
22 outside the Class Period.

23 7. All Non-Participating Class Members who are Aggrieved Employees are deemed to
24 release, on behalf of themselves and their respective former and present representatives, agents,
25 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
26 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated
27 in the Operative Complaint, the PAGA Notice and ascertained in the course of the Action, including,
28 e.g., (a) any and all claims unpaid wages, including, failure to pay minimum wages, straight time

1 compensation, overtime compensation, double-time compensation, and interest; the calculation of
2 the regular rate of pay; missed meal period and rest-period premiums, including failure to pay
3 premiums at the regular rate of compensation; reimbursement for all necessary business expenses;
4 payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to
5 keep accurate records; unfair business practices; penalties, including, but not limited to, civil
6 penalties, statutory penalties, recordkeeping penalties, wage statement penalties, minimum-wage
7 penalties, and waiting-time penalties; and attorneys' fees and costs.

8 8. As of the Effective Date, all members of the Settlement Class, except those that made
9 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
10 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
11 Released Parties for any of the Released Claims arising during the Settlement Period. No Class
12 Members have opted out or requested exclusion from the Settlement.

13 9. The Parties shall bear their own respective attorneys' fees and costs, except as
14 otherwise provided for in the Settlement and approved by the Court.

15 10. Solely for purposes of effectuating the settlement, the Court finally certified the
16 following Class: "all persons employed by Defendant in California as hourly, non-exempt employees
17 during the Class Period."

18 11. The Class Period means the period from January 16, 2019 to April 10, 2023.

19 12. No Class Members have objected to the terms of the Settlement.

20 13. The Notice provided to the Class conforms with the requirements of California Rules
21 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
22 providing individual notice to all Class Members who could be identified through reasonable effort,
23 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
24 the Class Members. The Notice fully satisfies the requirements of due process.

25 14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
26 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
27 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
28 Payments to the Participating Class Members in accordance with the terms of the Settlement.

1 15. Defendant shall pay a total of \$764,396.40 to resolve this litigation and to separately
2 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

3 16. From the Gross Settlement Amount, \$18,750.00 shall be paid to the California Labor
4 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
5 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
6 2004, California Labor Code section 2698, *et seq.*

7 17. From the Gross Settlement Amount, \$12,500.00 shall be paid to Plaintiff Hernandez
8 and \$5,000.00 each to Plaintiff Rivera and Pourmanafy for their service as class representatives and
9 for their agreement to release claims.

10 18. From the Gross Settlement Amount, \$20,000.00 shall be paid to the Settlement
11 Administrator, Apex Class Action (“Apex”).

12 19. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Daniel J.
13 Kramer of Wilshire Law Firm, PLC as Class Counsel.

14 20. From the Gross Settlement Amount, Class Counsel is awarded \$254,798.80 for their
15 reasonable attorneys’ fees and ~~\$32,469.81~~ ^{\$31,125.82} for their reasonable costs incurred in the Action. The fees
16 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
17 the fees are reasonable in light of the benefit provided to the Class.

18 21. Notice of entry of this Final Approval Order and Judgment shall be given to Class
19 Members by posting a copy of the Final Approval Order and the Judgment on Apex’s website for a
20 period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
21 Judgment.

22 22. Without affecting the finality of this Order in any way, this Court retains continuing
23 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
24 to all Parties to this action, and their counsel of record.

25 /// A final report of the administrator shall be filed with the court by January 22, 2025. A non-appearance
26 case review is set for January 27, 2025.

26 ///

27 ///

28 ///

23. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted
and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.



DATE: 04/29/2024

Hon. Carolyn Kuhl
Los Angeles County Superior Court

PROOF OF SERVICE

Hernandez v. Facey Medical Foundation Corp., et al.
20STCV41624

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Jorge Grimaldy, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is jgrimaldy@wilshirelawfirm.com.

On April 05, 2024, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Derek R. Havel
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Matthew A. Tobias
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Tyler J. Johnson
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Attorneys for Defendant
Facey Medical Foundation

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

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

Executed on April 05, 2024, at Los Angeles, California.

Jorge Grimaldy