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FILED
Superior Court of California
County of Los Angeles
11/18/2025
David W. Slayton, Executive Officer / Clerk of Court
By: T. Le Deputy

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 FOR THE COUNTY OF LOS ANGELES

8 JHONNA PORTER, individually, and on
behalf of other aggrieved employees pursuant
9 to the California Private Attorneys General
Act,
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Plaintiff,
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vs.
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WEST HILLS HOSPITAL, a California
13 corporation; HCA HEALTHCARE, INC., a
Delaware corporation; HCA FAR WEST, an
14 unknown business entity; and DOES 1 through
25, inclusive,
15
Defendants.
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Case No. 21STCV27027
Assigned to: Hon. Christopher K. Lui
Dept.: 76

**~~PROPOSED~~ ORDER AND
JUDGMENT APPROVING PAGA
SETTLEMENT**

Complaint Filed: July 22, 2021
FAC Filed: February 23, 2022

1 On October 29, 2025, Plaintiff Jhonna Porter’s (“Plaintiff”) Motion for Approval of
2 Settlement of Private Attorneys General Act Action (“PAGA”) (“Motion”) came before the
3 Honorable Christopher K. Lui in Department 76 of the Los Angeles Superior Court.

4 Having duly considered the moving papers and oral argument, and with GOOD CAUSE
5 APPEARING, the Court GRANTS Plaintiff’s Motion and hereby makes the following orders:

6 1. All capitalized terms contained herein shall have the same meaning as set forth in
7 Plaintiff’s and Defendants West Hills Hospital, HCA Healthcare, Inc., and HCA Far West’s
8 (“Defendants”) (together “Parties”) California Private Attorneys General Act Settlement
9 Agreement And Release (“Settlement,” “Settlement Agreement,” or “Agreement”).

10 2. The “Action” means the lawsuit entitled Jhonna Porter v. West Hills Hospital. et al.
11 (Case No. 21STCV27027) pending in the above-captioned court.

12 3. The term “Settlement Period” means September 4, 2020 to June 6, 2024.

13 4. The term “Aggrieved Employees” means all current and former non-exempt
14 employees who are estimated to total approximately 1,550 individuals who were employed in the
15 State of California at any time by Defendant West Hills Hospital during the Settlement Period.
16 This definition includes Plaintiff Jhonna Porter.

17 5. The Court has jurisdiction over the subject matter of the Action, Plaintiff, the
18 alleged Aggrieved Employees, and Defendants.

19 6. The Court has jurisdiction over the subject matter of the Action and the Parties
20 thereto.

21 7. The Court finds that the Action presented a good faith dispute over the PAGA
22 claims.

23 8. The Court finds that the Parties reached the Settlement of the PAGA claims as the
24 result of arm’s-length negotiations.

25 9. The Court has considered the Settlement, and approves the Settlement, and finds
26 that it provides genuine and meaningful relief to the State of California, Plaintiff, and Aggrieved
27 Employees to resolve the PAGA claims. The parties to the Settlement Agreement are directed to
28 perform in accordance with the terms set forth in the Agreement.

1 10. The Court approves the Gross Settlement Funds of \$135,000 for the settlement of
2 the PAGA claims and finds it to be a fair and reasonable settlement amount for the settlement of
3 all the claims in the Action.

4 11. Pursuant to California Labor Code section 2699(l), the Court has reviewed and
5 hereby approves the penalties provided for by the Settlement, namely, the Net Settlement Amount
6 of at least \$71,671, and finds that it provides genuine and meaningful relief to the State of
7 California and Aggrieved Employees. The Settlement Administrator shall pay seventy-five (75%)
8 of the Net Settlement Amount to the California Labor and Workforce Development Agency
9 (“LWDA”) and shall pay twenty-five percent (25%) of the Net Settlement Amount to the
10 Aggrieved Employees, consistent with the Agreement.

11 12. Upon the Effective Date as defined in the Agreement, all Aggrieved Employees,
12 and their successors, assigns, and/or agents, shall be deemed to have fully and finally released and
13 discharged the Released Parties from the “Released Claims.”

14 13. The “Released Parties” are defined as Defendants and each and all of their past,
15 present and future agents, employees, managing agents, servants, officers, directors, members,
16 owners (whether direct or indirect), general partners, limited partners, partners, trustees,
17 representatives, shareholders, stockholders, mortgagees or ground lessors, attorneys, parents,
18 subsidiaries, equity sponsors, related companies/corporations and/or partnerships (including HCA
19 Hospital Corporation of America and HCA Health Services of California, Inc.), divisions, assigns,
20 predecessors, successors, insurers, consultants, joint venturers, potential and alleged joint
21 employers, potential and alleged common law employers, potential and alleged dual employers,
22 potential and alleged co-employers, contractors, affiliates, alter-egos, service providers,
23 subcontractors, employee benefit plans and fiduciaries thereof, affiliated organizations, any person
24 and/or entity with alleged joint liability, temporary staffing agencies, and all of their respective
25 past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries,
26 parents, subsidiaries, assigns, and all other persons acting under, by, through or in concert with
27 any of them.

28 14. The “Released Claims” are defined as all claims of Aggrieved Employees (and/or

1 asserted on behalf of Aggrieved Employees) for penalties, attorneys' fees, costs, interest, and any
2 and all other alleged claims and/or damages asserted in the Action, as amended, to include the
3 Amended LWDA Notice, all claims arising out of or in any way relating to the facts giving rise to
4 any of the claims asserted in the Action (to include the Amended LWDA Notice), directly or
5 indirectly, or any and all claims that Plaintiff has alleged in the Action or that could have been
6 alleged based on the facts alleged in the Action (to include the Amended LWDA Notice), to
7 include all claims for unpaid wages, including, but not limited to, claims relating to failure to pay
8 minimum wages, straight time compensation, overtime compensation, double-time compensation,
9 and interest; the calculation of the regular rate of pay; wages related to alleged illegal time
10 rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period
11 wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods
12 and/or recovery periods; the calculation of meal period, rest period, and/or recovery period
13 premiums; payment for all hours worked, including off-the-clock work; failure to issue accurate
14 itemized wage statements; failure to keep/maintain accurate records including payroll records;
15 failure to provide adequate personal protective equipment, unhealthy or unsafe working
16 conditions, failure to provide adequate staffing ratios, failure to follow Aerosol Transmissible
17 Diseases Exposure Control Plans, exposure to communicable diseases, failure to implement or
18 maintain effective written injury prevention programs, denial of use of equipment intended to
19 protect Aggrieved Employees; penalties, including, but not limited to, recordkeeping penalties,
20 wage statement penalties, minimum wage penalties, and waiting time penalties; failure to timely
21 pay wages; failure to timely pay final wages; attorneys' fees and costs; and all claims relating to
22 alleged violations of the Labor Code, including, but not limited to, sections 200, 201, 201.1, 202,
23 203, 204, 204.2, 204.11, 210, 212, 213, 218, 218.5, 218.6, 221, 222, 223, 224, 225, 225.5, 226,
24 226.3, 226.7, 227.3, 256, 510, 511, 512, 515.5, 516, 554, 558, 1174, 1174.5, 1182.12, 1194,
25 1194.2, 1194.3, 1194.5, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 6400,
26 6401, 6401.7, 6402, and 6403.

27 15. The PAGA statute has no notice requirements for unnamed Aggrieved Employees,
28 and there is no right for them to opt out. (*Turrieta v. Lyft, Inc.* (2021) 69 Cal.App.5th 955, 974.)

1 16. The Court approves ILYM Group, Inc. as the Settlement Administrator to
2 administer the Settlement of the PAGA claims.

3 17. The Court approves the payment of up to \$8,950 to the Settlement Administrator as
4 the administrative costs for the Settlement of the PAGA claims. The Settlement Administrator
5 shall pay this amount as set forth in the Agreement. If the final administrative costs are less than
6 \$8,950, the remainder shall be added to the Net Settlement Amount for pro rata distribution to the
7 LWDA and Aggrieved Employees in accordance with the terms of the Settlement and pursuant to
8 Labor Code section 2699(i).

9 18. The Court approves the payment of \$45,000 to Plaintiff's Counsel for counsel's
10 attorney's fees for the Settlement of the PAGA claims. The Settlement Administrator shall pay
11 this amount as set forth in the Agreement.

12 19. The Court approves the payment of \$4,739 to Plaintiff's Counsel for costs and
13 expenses related to the Settlement of the PAGA claims. The Settlement Administrator shall pay
14 this amount as set forth in the Agreement.

15 20. The Court approves the payment of \$5,000 to Plaintiff for the resolution of
16 Plaintiff's individual claims, in exchange for his Civil Code section 1542 waiver, and as a
17 representative payment for bringing this action on behalf of the State of California and her
18 coworkers. The Settlement Administrator shall pay this amount as set forth in the Agreement.

19 21. The Settlement Administrator shall provide counsel for the parties with a sworn
20 declaration providing a final accounting (i) confirming that it completed its mailing of checks to
21 the LWDA and Aggrieved Employees, and (ii) stating the number of checks and total amount of
22 Individual Settlement Payments that have been (a) cashed by the Aggrieved Employees, and (b)
23 sent to the California Controller's Unclaimed Property Fund as unclaimed funds. Plaintiff's
24 Counsel shall file said declaration within 10 calendar days from the date of completion of the
25 settlement administration process.

26 22. Plaintiff shall comply with the notice requirements of Section 1.10, and the Court
27 finds that such notice constitutes due and sufficient notice to the LWDA and satisfies any
28 requirement of due process.

1 23. All Aggrieved Employees, Plaintiff, the LWDA, and the State of California, are
2 hereby bound by the Settlement and its associated releases.

3 24. Neither the Settlement nor any act performed or document executed pursuant to or
4 in furtherance of the Settlement (a) is or may be deemed to be or may be used as an admission of,
5 or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of the
6 Released Parties, or any of them; or (b) is or may be deemed to be or may be used as an admission
7 of, or evidence of, any fault or omission of the Released Parties, or any of them, in any civil,
8 criminal or administrative proceeding in any court, administrative agency or other tribunal.

9 25. Judgment on this Action shall be entered through the filing of this Order and
10 Judgment. (Code Civ. Proc., § 668.5.) Plaintiff shall take from her complaint only the relief set
11 forth in the Settlement Agreement and this Order and Judgment.

12 26. The Court shall retain jurisdiction as to the implementation and enforcement of the
13 terms of the Settlement pursuant to the Agreement.

14 27. This Order and Judgment is intended to be a final disposition of the above-
15 captioned Action in its entirety, and judgment shall be entered in accordance therewith.

16 28. Plaintiff is ordered to submit a copy of this Order and Judgment to the LWDA
17 within fourteen (14) calendar days of entry of this Order and Judgment.

18 **IT IS SO ORDERED**

19 Dated: 11/18/2025



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HONORABLE CHRISTOPHER K. LUI

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 **JHONNA PORTER v. WEST HILLS HOSPITAL, et. al.**

4 **Los Angeles County Superior Court Case No: 21STCV27027**

5 At the time of service, I was over 18 years of age and **not a party to this action**. I am
6 employed in the County of Los Angeles, State of California. My business address is 350 South
Grand Avenue, 40th Floor, Los Angeles, CA 90071-3460.

7 On November 17, 2025, I served true copies of the following document(s) described as
8 **[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT** on the
interested parties in this action as follows:

9 **Alan I. Schimmel, Esq.**
10 **Michael W. Parks, Esq.**
11 **Arya Rhodes, Esq.**
12 **Shahran Kangavari, Esq.**
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15 **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the
16 document(s) to be sent from e-mail address snavarro@sheppardmullin.com to the persons at the
17 e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the
transmission, any electronic message or other indication that the transmission was unsuccessful.

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

20 Executed on November 17, 2025, at Los Angeles, California.

21 /s/ Susie Navarro
22 Susie Navarro
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