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19 Attorneys for PLAINTIFF AMY LARA
20 on behalf of herself and others similarly situated

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

23 AMY LARA, on behalf of herself and others
24 similarly situated,

25 PLAINTIFF,

26 vs.

27 MARTIN LUTHER KING, JR. COMMUNITY
28 HOSPITAL; MLK JR. COMMUNITY
HOSPITAL; MARTIN LUTHER KING, JR.-
LOS ANGELES (MLK-LA) HEALTHCARE
CORPORATION; MARTIN LUTHER KING,
JR. HEALTH ASSOCIATES; and DOES 1 to
100, Inclusive,

DEFENDANTS.

FILED
Superior Court of California
County of Los Angeles

07/20/2023

David W. Stanton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No.: 21STCV00642

CLASS ACTION

*[Assigned For All Purposes to the Hon.
Lawrence P. Riff, Dept. 7]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Information:

Date: July 19, 2023
Time: 10:00 a.m.
Dept: SSC7

**[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

1 Plaintiff Amy Lara ("Plaintiff") Motion for Final Approval of Class Action Settlement and
2 Motion for Award of Attorneys' Fees and Costs with Defendant Martin Luther King, Jr. – Los
3 Angeles (MLK-LA) Healthcare Corporation ("Defendant") came before this Court on July 19, 2023,
4 at 10:00 a.m. in Department SSC7 of Los Angeles County Superior Court located at 312 N. Spring
5 St., Los Angeles, California 90012. Having received and considered the First Amended Joint
6 Stipulation re Settlement of Class Action ("Settlement" or "Settlement Agreement")¹, Plaintiff's
7 Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the
8 declaration of Markus Bulthuis on behalf of Simpluris, Inc. and the evidence and argument received
9 by the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement
10 and Documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS
11 AND MAKES THE FOLLOWING DETERMINATION:

12 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
13 including all members of the settlement class.

14 2. The Court finds that the Class (defined below) is properly certified as a class for
15 settlement purposes only:

16 all current and former California non-exempt hourly employees of
17 Defendant who worked as a non-exempt hourly employee at any time
18 during the period from February 1, 2020 through June 21, 2022.

19 3. The Court appoints Plaintiff Amy Lara as Class Representative for settlement purposes
20 only.

21 4. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Melissa A.
22 Huether, Esq. of Lavi & Ebrahimian, LLP and Sahag Majarian of Law Offices of Sahag Majarian II
23 as Class Counsel for settlement purposes only.

24 5. The notice provided to the class members conforms with the requirements of
25 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
26 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable

27 ¹ All terms used herein shall have the same meaning as defined in the Settlement Agreement.
28

1 law, and constitutes the best notice practicable under the circumstances, by providing individual
2 notice to all class members who could be identified through reasonable effort, and by providing due
3 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
4 The notice fully satisfied the requirements of due process.

5 6. The Court finds the settlement was entered into in good faith, that the settlement is
6 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769. The Settlement Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class, and the Parties are ordered to carry out the settlement per the terms of the
11 Settlement Agreement.

12 7. The Settlement Agreement is not an admission by Defendant or by any other released
13 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant
14 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
15 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
16 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or
17 any of the other released parties.

18 8. No Class Members have objected to the terms of the Settlement.

19 9. One (1) Class Member, Mindy Truex, has requested exclusion from the Settlement.

20 10. Defendant shall wire to the Settlement Administrator the Gross Settlement Amount
21 within fifteen (15) business days of the Effective Date. Within thirty (30) business days after the
22 Effective Date, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid
23 to Settlement Class Members; (2) the Attorneys' Fees and Litigation Expenses, as approved by the
24 Court, to Class Counsel; (3) the Enhancement Payment, as approved by the Court, to the Class
25 Representative; (4) the Administration Costs, as approved by the Court, to the Settlement
26 Administrator; and (5) the PAGA Settlement Amount, as approved by the Court, to the LWDA and
27 Aggrieved Employees.

1 11. In addition to any recovery that Plaintiff may receive under the Settlement, and in
2 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
3 payment from the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount
4 of Five Thousand Dollars and Zero Cents (\$5,000.00).

5 12. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
6 to Class Counsel in the sum of Three Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and
7 Sixty-Seven Cents (\$316,666.67), and the reimbursement of litigation expenses in the sum of Twenty
8 Thousand Seven Hundred Twenty Four Dollars and Ninety-Four cents (\$20,724.94). Both are
9 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
10 percentage of a common fund obtained for the class. The court also has considered the lodestar
11 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
12 actual benefit obtained for the class.

13 13. The Court approves and orders payment from the Gross Settlement Amount in the
14 amount of Eighteen Thousand Five Hundred Dollars and Zero Cents (\$18,500.00) to Simpluris, Inc.
15 for performance of settlement administration services.

16 14. The Court approves and orders payment from the Gross Settlement Amount in the
17 amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) attributed to the resolution of and in
18 connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et*
19 *seq.*, "PAGA") claims ("PAGA Settlement Amount"). The amount of Thirty-Seven Thousand Five
20 Hundred Dollars and Zero Cents (\$37,500.00) is to be paid to the California Labor and Workforce
21 Development Agency ("LWDA"). The amount of Twelve Thousand Five Hundred Dollars and No
22 Cents (\$12,500.00) shall be distributed to Aggrieved Employees on a pro rata basis.

23 15. Settlement checks issued to participating Settlement Class Members remaining
24 uncashed after one hundred and eighty (180) days from the date of issuance of the check will be
25 canceled. If any checks remain uncashed or not deposited by the expiration of the one hundred eighty
26 (180) day period during which settlement checks are negotiable, the Settlement Administrator shall
27 tender the check to the California State Unclaimed Property Division in the Office of the State
28

1 Controller.

2 16. Upon the Effective Date and full funding of the Gross Settlement Amount, each of the
3 Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have,
4 fully, finally, and forever released, relinquished and discharged the Defendant Releasees from the
5 Released Class Claims. The "Released Class Claims" include any and all claims, demands, rights,
6 liabilities and causes of action, including statutory, constitutional, contractual or common law claims,
7 for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees, litigation
8 costs, restitution, or equitable relief, whether known or unknown, arising during the Class Period for
9 (i) unpaid overtime and failure to pay minimum wages and wages due for all hours worked; (ii) failure
10 to provide meal periods; (iii) failure to pay reporting time; (iv) failure to provide rest periods; (v)
11 failure to timely pay wages during employment; (vi) failure to provide compliant wage statements;
12 and (vii) failure to timely pay wages due at termination; (viii) unfair and unlawful business practices
13 relating to or arising out of the previous claims; (ix) to the extent not covered above, any claims pled
14 in or reasonably arising out of the facts alleged in the Operative Complaint. Released Class Claims
15 include: (1) claims for damages, penalties or any other remedies under any statute or regulation or
16 other provision of law, based on the facts alleged in the Complaint, including without limitation claims
17 under California Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 511, 512, 516, 558,
18 1182.12, 1194, 1197, 1197.1, and 1198; California Business and Professions Code section 17200 *et*
19 *seq.* based on the preceding sections; and the applicable California Industrial Welfare Commission
20 Wage Order; (2) claims, based on the facts alleged in the Complaint, for injunctive relief, restitution,
21 disgorgement, accounting, declaratory relief or other equitable relief; and (3) any and all claims, based
22 on the facts alleged in the Complaint, for interest, costs, or attorney fees, including without limitation
23 claims under California Labor Code sections 218.5, 1194 & 2698 *et seq.* and California Code of Civil
24 Procedure section 1021.5. Each Settlement Class Member may hereafter discover facts in addition
25 to or different from those which he or she now knows or believes to be true with respect to the subject
26 matter of the Released Claims, but each Settlement Class Member, upon the Effective Date and
27 Defendant's full funding of the Gross Settlement Amount, shall be deemed to have, and by operation

1 of the Judgment shall have, fully, finally, and forever settled and released any and all Released Class
2 Claims. For the sake of clarity, the Settling Parties agree that unknown Released Class Claims include
3 only those claims that meet the definition of Released Class Claims and do not include claims that do
4 not meet the definition of Released Class Claims. As such, for example, Released Class Claims do
5 not include claims for any relief for wrongful termination, unlawful harassment, retaliation, Workers'
6 Compensation, or other claims that do not arise from the facts alleged in the Complaint.

7 17. Upon the Effective Date and full funding of the Gross Settlement Amount, each of the
8 Aggrieved Employees shall be deemed to have, and by operation of the Judgment shall have, fully,
9 finally, and forever released, relinquished and discharged the Defendant Releasees from the Released
10 PAGA Claims. Aggrieved Employees will release the Released PAGA Claims even if they exclude
11 themselves from the class settlement and the Released Class Claims. The "Released PAGA Claims"
12 include all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
13 arising during the PAGA Period, based on facts stated in the Complaint, the PAGA Notice, and/or
14 ascertained in the course of the Action, including, e.g., (i) unpaid overtime and failure to pay
15 minimum wages and wages due for all hours worked; (ii) failure to provide meal periods; (iii) failure
16 to pay reporting time; (iv) failure to provide rest periods; (v) failure to timely pay wages during
17 employment; (vi) failure to provide compliant wage statements; and (vii) failure to timely pay wages
18 due at termination. Released PAGA Claims include claims for civil penalties under California Labor
19 Code section 2698 *et seq.* based on the following sections of the California Labor Code: 201, 202,
20 203, 204, 226, 226.3, 226.7, 510, 511, 512, 516, 558, 1182.12, 1194, 1197, 1197.1, and 1198, or any
21 other remedies under any statute or regulation or other provision of law, based on the facts alleged in
22 the Complaint.

23 18. This Court shall retain jurisdiction with respect to all matters related to the
24 administration and consummation of the settlement, and any and all claims, asserted in, arising out
25 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
26 settlement and the determination of all controversies relating thereto.

1 19. The settlement administrator shall file a final report by June 21, 2024, indicating the
2 disbursements were made pursuant to the settlement.

3 20. A non-appearance case review regarding distribution of the settlement funds is set for
4 June 28, 2024, at ^{9:00}~~8:30~~ a.m. in Department SSC7 of the above-captioned Court.

5
6 **IT IS SO ORDERED.**

7 Dated: 07/20/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff/Judge _____
Hon. Lawrence J. Riff
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211. On July 18, 2023, I served the foregoing documents, described as:

[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

KATHERINE M. FORSTER
katherine.forster@mto.com
ABRAHAM B. DYK
abraham.dyk@mto.com
CALEB W. PEIFFER
caleb.peiffer@mto.com
MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, Fiftieth Floor
Los Angeles, California 90071-3426

Attorneys for Defendant Martin Luther King, Jr.
Los Angeles (MLK-LA) Healthcare Corporation

- ☒ **(VIA CASE ANYWHERE)** I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses maintained and transmitted by CASE ANYWHERE
- ☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed July 18, 2023, at Beverly Hills, California.

Vincent C. Granberry

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211. On July 24, 2023, I served the foregoing documents, described as:

NOTICE OF ENTRY OF JUDGMENT OR ORDER

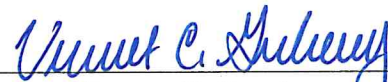
on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

KATHERINE M. FORSTER
katherine.forster@mto.com
ABRAHAM B. DYK
abraham.dyk@mto.com
CALEB W. PEIFFER
caleb.peiffer@mto.com
MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, Fiftieth Floor
Los Angeles, California 90071-3426

Attorneys for Defendant Martin Luther King, Jr.
Los Angeles (MLK-LA) Healthcare Corporation

- ☒ (VIA CASE ANYWHERE) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses maintained and transmitted by CASE ANYWHERE
- ☒ (STATE) I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed July 24, 2023, at Beverly Hills, California.



Vincent C. Granberry