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FILED
Superior Court of California
County of Los Angeles

JAN 03 2025

David W. Slayton, Executive Officer/Clerk of Court
By: E. Morris Deputy

Attorneys for Plaintiff JOSHUA RICHARD, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former employees.

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

JOSHUA RICHARD, on behalf of himself
and all other aggrieved employees,

Plaintiff,

v.

ST. JOSEPH CENTER; and DOES 1 through
50, inclusive,

Defendants.

Case No.:21SMCV01441

**[PROPOSED] ORDER APPROVING
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AND ENTERING FINAL
JUDGMENT**

Assigned for all purposes to:
Hon. Mark H. Epstein, Dept. I

Date: November 19, 2024
Time: 9:00 a.m.
Dept.: I
Res. Id. 029722649805

Case Filed: August 30, 2021
Trial Date: Not yet set

1 On November 19, 2024, a hearing was held on Plaintiff JOSHUA RICHARD'S
2 ("Plaintiff") motion to Approve Settlement Pursuant to the Private Attorney General Act
3 ("PAGA") (the "Settlement"). The Court having considered all papers filed and proceedings
4 herein and otherwise being fully informed, and having made this Judgment which constitutes a
5 final adjudication of this matter on the merits, and good cause appearing,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
8 shall have the same meaning as given in the PAGA Settlement Agreement ("Settlement").

9 2. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
10 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been
11 given notice of the Settlement. Pursuant to PAGA, on the date the Parties filed the motion seeking
12 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the
13 Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff's
14 notice of the Settlement complied with the statutory requirements of PAGA.

15 3. The Court confirms approval of the Settlement as to the following group of
16 individuals, collectively referred to as the "Aggrieved Employees" or "PAGA Settlement Group
17 Members":

18 All persons employed by Defendant St. Joseph Center ("Defendant") in California
19 and classified as non-exempt, hourly employees who worked for St. Joseph Center
20 at any point during the PAGA Period. The PAGA Period is April 13, 2020 through
December 31, 2023.

21 4. This Court has jurisdiction over the subject matter of this litigation, over all
22 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
23 under the Settlement.

24 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and
25 adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

26 6. The Court approves the Notice to Aggrieved Employees, which is Exhibit A to the
27 Settlement Agreement.

28 ///

1 7. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
2 releases the following "Released Claims" against the Released Parties.

3 All Aggrieved Employees are deemed to release, on behalf of themselves and their
4 respective former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, the Released Parties from all claims for
6 PAGA penalties that were alleged, or reasonably could have been alleged, based
7 on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice
8 to the LWDA, including PAGA claims for alleged violations of Labor Code
9 sections 201-204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5,
10 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698 et seq., and the
11 Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders
12 4-2001. (the "Released Claims").

13 8. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and
14 the methodology used to calculate and pay each Individual PAGA Payment, in accordance with
15 the Settlement, are fair and reasonable.

16 9. The Court authorizes the Settlement Administrator to calculate and pay each
17 Individual PAGA Payment, in accordance with the terms of the Settlement.

18 10. The Court awards the Settlement Administrator in this Action its fees and costs of
19 up to six thousand one hundred eighty six dollars and fifty-nine cents (\$6, 189.59) in accordance
20 with the terms of the Settlement Agreement.

21 11. The Court awards to Plaintiff's Counsel in this Action its fees in the amount of
22 seventy thousand dollars (\$70,000.00);

23 12. Further the Court approves costs up to twenty thousand, dollars (\$20, 000.00). At
24 the time of Settlement, Counsel estimated their final costs were not to exceed twenty thousand
25 dollars (\$20,000.00). Counsel's actual costs are sixteen thousand eight hundred five dollars sixty-
26 five cents (\$16,805.65). The remaining amount of three thousand one hundred ninety-four dollars
27 and thirty-five cents (\$3,194.35), will become part of the Net Settlement Amount for distribution
28 to Aggrieved Employees.

One Thousand Dollars (\$1000.00)

13. The Court awards Plaintiff a payment of ~~Five Thousand Dollars (\$5,000.00)~~ as a
PAGA Plaintiff Incentive Payment.

1 14. Under the terms of the Settlement, after allocating Plaintiff's counsel's attorneys'
2 fees, costs, PAGA Plaintiff Incentive Payment, and settlement administration costs from the
3 Gross Settlement Amount, seventy-five percent (75%) of the Net Settlement Amount, eighty-four
4 thousand four dollars and fifty-one cents (\$84,005.51), will be paid to the State of California
5 Labor Workforce Development Agency ("LWDA Payment"); and twenty-five percent (25%) of
6 the Net Settlement Amount, twenty-eight thousand one dollar and eighty-four cents
7 (\$28,0001.84) shall be distributed to the Aggrieved Employees in accordance with the terms of
8 the Settlement.

9 15. Checks for the Settlement Shares sent to Aggrieved Employees shall be valid for
10 one hundred eighty (180) days after issuance. Funds remaining from any checks for Settlement
11 Shares uncashed after one hundred eighty (180) days will be disbursed to the California State
12 Controllers' Office Unclaimed Property Fund in the Aggrieved Employees name.

13 16. The Court retains exclusive and continuing jurisdiction over this Action for
14 purposes of supervising, administering, implementing, interpreting, and enforcing this Order and
15 Judgment, as well as the Settlement.
16

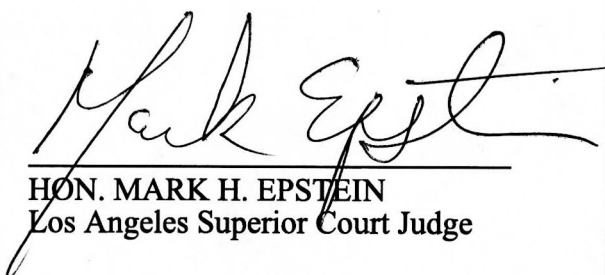
17 17. Nothing in this Order and Judgment or the Settlement shall be construed as an
18 admission or concession by any party. The Settlement and this resulting Order and Judgment
19 simply represent a compromise of disputed allegations.

20 18. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10)
21 days of the date of this Order.

22 19. The Court enters the Final Judgment and close this matter with the Court retaining
23 jurisdiction over the Parties to enforce the terms of the judgment and settlement pursuant to
24 California Code of Civil Procedure Section 664.6.

25 **IT IS SO ORDERED AND ADJUDGED.**

26
27 DATED: 1/3/25


HON. MARK H. EPSTEIN
Los Angeles Superior Court Judge