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Attorneys for Plaintiff MARIA TABAREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

MARIA TABAREZ, on behalf of the State of
California, as a private attorney general,

Plaintiff,

v.

ALTA HOSPITALS SYSTEM, LLC, a
California Limited Liability Company; DOES
1-50, Inclusive,

Defendants

Case No: 21SMCV01379

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: December 18, 2024

Time: 8:30am

Reservation ID: 878949144033

Judge: Michael E. Whitaker

Dept: 207

1 Plaintiff Maria Tabarez (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(1), against Alta Hospitals System, LLC., (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
6 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
7 of PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development
8 Agency (“LWDA”) was provided with notice of the settlement and the motion for approval of the
9 settlement via its online process and no objection has been received to the settlement or the motion
10 from the LWDA. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the
11 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
12 Agreement, which was filed with the Court (“PAGA Settlement”). The PAGA Settlement provides
13 for a Gross Settlement Amount in the total sum of Three Hundred Fifty-Five Thousand Dollars and
14 Zero Cents (\$355,000.00), which includes the Net Settlement Amount, PAGA Counsel Award in
15 the amount of One Hundred Forty Thousand Eight Hundred Eight Dollars and Eighty-Five Cents
16 (\$140,808.85), comprised of attorneys’ fees in the amount of \$118,333.33 and reimbursed litigation
17 expenses of Twenty-Two Thousand Four Hundred Seventy-Five Dollars and Fifty-Two Cents
18 (\$22,475.52), Claims Administration Costs of Three Thousand Nine Hundred Sixty-Five Thousand
19 Dollars and Zero Cents (\$3,965.00), Plaintiff’s Individual Settlement Payment of Ten Thousand
20 Dollars and Zero Cents (\$10,000.00). The Net Settlement Amount is the amount remaining from
21 the Gross Settlement Amount after the deduction of the Claims Administration Costs, PAGA
22 Counsel Award and Plaintiff’s Individual Settlement Payment. The Administrator will be Apex
23 Class Action LLC. The sum of any settlement checks not cashed within 180 days, or the extended
24 deadline as provided in the Settlement Agreement, will be transmitted to the CASA LAW in
25 accordance with CCP section 384. The Court approved the Gross Settlement Amount and the
26 distributions of the Gross Settlement Amount as set forth above.

27 The Court, having reviewed the evidence and papers submitted and argument of counsel,
28 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the

1 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
2 which shall be allocated and paid out as set forth in the Settlement Agreement.

3 The “PAGA Employees” are defined as “all current and former non-exempt employees who
4 worked for Alta Hospitals System, LLC (“Defendant Alta”) in California during the period from
5 May 7, 2020, to August 18, 2024, (“PAGA Period”). Upon entry of Judgment and funding in full
6 of the PAGA Settlement by Defendant, Defendant and each of its former and present directors,
7 officers, shareholders, owners, investors, members, partners, managers, employees, attorneys,
8 representatives, agents, insurers, predecessors, successors, assigns, parent companies, holding
9 companies, subsidiaries, and affiliates, and any individual or entity which could be jointly liable
10 with Alta (“Released Parties”) shall be entitled to a release from the State of California, the LWDA,
11 Plaintiff and the PAGA Employees as to the following claims: all PAGA claims that were alleged
12 or could have reasonably been alleged against Alta based upon the facts and circumstances
13 identified in the PAGA Notice, in the Complaint in the PAGA Action, and in the First Amended
14 Complaint filed in the Action on behalf of the PAGA Employees, which arose during the PAGA
15 Period. Without limiting the foregoing, and in addition to the foregoing, the release includes all civil
16 penalties under California Labor Code Section 2699 et seq. for alleged failure to pay overtime and
17 minimum wages; failure to provide meal periods and rest breaks; failure to timely pay wages upon
18 termination; failure to pay wages timely during employment; unlawful deductions; failure to
19 provide accurate wage statements; failure to pay sick pay at the regular rate of pay; unpaid business
20 expenses (including, but not limited to, use of personal cell phones and personal vehicles, supplies
21 and COVID-related expenses); failure to pay reporting time pay; failure to provide suitable seating;
22 failure to allow timely inspection of personnel file; failure to provide a day of rest; and failure to
23 maintain time and payroll records, pursuant to the corresponding alleged violations of California
24 Labor Code sections 201-204, 210, 221, 226, 226.3, 226.7, 245-249, 351, 510, 512, 551-552, 558,
25 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and the applicable IWC Wage Orders.
26 (“Released PAGA Claims”).

27 Neither the Settlement Agreement nor the settlement contained therein, nor any act
28 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is

1 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
2 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
3 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
4 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
5 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
6 this action in any other action that may be brought against it or them in order to support a defense
7 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
8 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
9 similar defense or counterclaim.

10 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
11 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
12 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
13 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
14 the distribution of settlement benefits.

15 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
16 **ENTERED ACCORDINGLY.**

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18 DATED: _____, 2024
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21 _____
22 THE HONORABLE MICHAEL E. WHITAKER
23 JUDGE OF THE SUPERIOR COURT
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