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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DAMON COFFEY and BRANDIE
LUKOFNAK, individually, and on behalf of
other members of the public similarly
situated,

Plaintiffs,

vs.

SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP, INC.,
a California Corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 37-2020-00029409-CU-OE-CTL

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: May 24, 2024

Hearing Time: 9:00 a.m.

[Hearing scheduled by Order dated February 5,
2024]

Judge: Hon. Blaine K. Bowman

Dept.: C-74

Action Filed: August 21, 2020

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on May 28, 2024, the Court entered the Order
3 and Judgment in the above entitled action. A true and correct copy of the Order and Judgment is
4 attached hereto as Exhibit #1.

5 Respectfully submitted,

6 Dated: June 6, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
Attorneys for Plaintiffs

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On June 6, 2024, I served the document(s) described as:

1. Notice of Entry of Judgment

X **(BY ELECTRONIC SERVICE):** I caused the above entitled document(s) to be transmitted through electronic mail pursuant to the stipulation of the Parties to counsel for Defendant as follows:

Seyfarth Shaw, LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105-2930
Christian Rowley, Esq.
Kerry Friedrichs, Esq.
Sean T. Strauss, Esq.
Par Vafaenia, Esq
crowley@seyfarth.com
kfriedrichs@seyfarth.com
sstrauss@seyfarth.com
Pvafaenia@seyfarth.com

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 6, 2024, at La Jolla, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

05/28/2024 at 10:02:00 AM
Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DAMON COFFEY and BRANDIE
LUKOFNAK, individually, and on behalf of
other members of the public similarly situated,

Plaintiff,

vs.

SOUTHERN CALIFORNIA PERMANENTE
MEDICAL GROUP, and DOES 1-10,
inclusive,

Defendants.

CASE NO.: 37-2020-029409-CU-OE-CTL

~~**PROPOSED**~~ **FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: May 24, 2024
Hearing Time: 9:00 a.m.

Judge: Hon. Blaine K. Bowman
Dept.: 74

Date Action Filed: August 21, 2020
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motions of Plaintiffs Damon Coffey and Brandie Lukofnak (“Plaintiffs”) for an order
2 finally approving the Stipulation and Settlement of Class, Collective and Representative Action
3 (“Agreement”) with Defendant Southern California Permanente Medical Group (“Defendant”) and
4 for an award of attorneys’ fees and costs, service payments, and the fees of the Administrator duly
5 came on for hearing on May 24, 2024 before the Honorable Blaine K. Bowman.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Nine Million Nine Hundred
16 Seventy Thousand Dollars (\$9,970,000.00) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On February 5, 2024, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
3 by first class mail to members of the Class at their last known addresses on or about March 18,
4 2024. Mailing of the Class Notice to their last known addresses was the best notice option under
5 the circumstances and was reasonably calculated to communicate actual notice of the litigation
6 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and
7 accurately informed the Class Members of all material elements of the proposed Settlement and of
8 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
9 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
10 laws of the State of California, the United States Constitution, due process and other applicable
11 law. The Class Notice fairly and adequately described the Settlement and provided Class
12 Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out of the Class or submitting written objections
14 to the Settlement was May 2, 2024, which was extended by 14 days for re-mailed Class Notices.
15 There was an adequate interval between mailing of the Class Notice and the response deadline to
16 permit Class Members to choose what to do and act on their decision. A full opportunity has been
17 afforded to the Participating Class Members to participate in this hearing, and all Participating
18 Class Members and other persons wishing to be heard have been heard. Class Members also have
19 had a full and fair opportunity to exclude themselves from the proposed Settlement and Class.
20 Accordingly, the Court determines that all Class Members who did not timely and properly submit
21 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before David Rotman, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiffs' investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. 85 requests for exclusion were received.

9 e. The participation rate was high. 58,987 Participating Class Members will
10 be mailed a settlement payment, representing 99.85% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$3,323,333.33 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$58,065.06 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for a Class Representative Service Payments of not more
26 than \$10,000 to each of the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payments in the amount of \$10,000 to each of the Plaintiffs are reasonable
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1 in light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and
2 effort in bringing and prosecuting this matter on behalf of the Class, and for their execution of a
3 general release.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payment to be made to the
6 Participating Class Members in the manner set forth in the Agreement, transmit payment for
7 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to
8 the Plaintiffs, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
9 withholdings and perform the other remaining duties set forth in the Agreement. The
10 Administrator has documented \$159,000 in fees and expenses, and this amount is reasonable in
11 light of the work performed by the Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
14 of \$300,000, which shall be allocated with 75% (\$225,000) allocated to the LWDA PAGA
15 Payment and 25% (\$75,000) allocated to the Individual PAGA Payments to be distributed to the
16 Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a)
17 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$75,000.00) by
18 the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA
19 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The
20 Aggrieved Employees are all non-exempt persons who were employed by Defendant in the State
21 of California at any time from July 8, 2020, through February 5, 2024. Additionally, the PAGA
22 Subclass Allocation will be allocated among PAGA Subclass Members who are all non-exempt
23 persons who were employed by SCPMG in the State of California at any time from June 23, 2019
24 through July 7, 2020 (the "PAGA Subclass Period"). The Court finds the PAGA Penalties to be
25 reasonable. All Aggrieved Employees will be sent their share of the PAGA Penalties and will be
26 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
27 of the Settlement.

1 II.
2 ORDERS

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 15. The certification of the Class for the purposes of settlement is confirmed. The
5 Class is defined as follows:

6 All individuals who are or previously were employed by Defendant who were
7 classified as non-exempt employees, excluding bargaining unit nurses, at any time
8 during the Class Period.

9 The "Class Period" is July 8, 2020 through February 5, 2024.

10 16. All persons who meet the foregoing definition are members of the Class, except for
11 those individuals who filed a valid request for exclusion ("opt out") from the Class. The
12 individuals who are excluded from the Class are listed in the Supplemental Declaration of Sara
13 Schwermer-Sween at Exhibit A, which was filed in support of the motion for final approval. Any
14 opt-out who is also an Aggrieved Employee is still bound by the release of the Released PAGA
15 Claims.

16 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
17 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
18 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
19 the Administrator no later than 15 calendar days after the Effective Date

20 18. Class Counsel are awarded attorneys' fees in the amount of \$3,323,333.33 and costs
21 in the amount of \$58,065.06. Class Counsel shall not seek or obtain any other compensation or
22 reimbursement from Defendant, Plaintiffs or members of the Class.

23 19. The payment of the Class Representative Service Payments in the amount of
24 \$10,000 to each of the Plaintiffs is approved.

25 20. The payment of \$159,000 to the Administrator for their fees and expenses is
26 approved.

1 21. The PAGA Penalties in the amount of \$300,000 are approved and shall be allocated
2 in accordance with the Agreement.

3 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
4 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
5 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
6 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
7 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
8 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
9 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
10 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
11 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
12 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
13 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
14 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
15 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
16 Released PAGA Claims.

17 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
18 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
19 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
20 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
21 to individual Class Members.

22 24. If the Agreement does not become final and effective in accordance with the terms
23 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
24 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
25 revert to their respective positions as of before entering into the Agreement, and expressly reserve
26 their respective rights regarding the prosecution and defense of this Action, including all available
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1 defenses and affirmative defenses, and arguments that any claim in the Action could not be
2 certified as a class action and/or managed as a representative action.

3 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

4 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
5 Plaintiffs, and all members of the Class, shall take nothing in the Action.

6 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
7 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
8 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
9 arising from or in connection with the distribution of settlement benefits.

10 27. The Parties are authorized to agree to and to adopt such amendments, modifications
11 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
12 Final Approval Order and Judgment and as approved by the Court.

13 28. Each Party shall bear its own attorneys' fees and costs, except as otherwise
14 provided in the Agreement and in this Final Approval Order and Judgment.

15 As of the Effective Date and upon full funding of the Gross Settlement Amount by
16 Defendant, Defendant and the Released Parties shall receive a release as follows: all Participating
17 Class Members, on behalf of themselves and their respective former and present representatives,
18 agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from any
19 and all claims that occurred during the Class Period based on the facts that are or could have been
20 alleged in the Operative Complaint, including debts, liabilities, demands, obligations, penalties,
21 premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of
22 whatever kind or nature, whether known or unknown, contingent or accrued, under any legal
23 theory under federal and state law for any alleged failure to pay all wages due (including minimum
24 wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, failure to
25 pay for all hours worked (including off-the clock work), failure to provide meal and rest periods,
26 short/late meal and rest periods, failure to relieve of all duties during meal and rest periods,
27 combining of meal and rest periods, that Defendant's exemption permit from the DLSE is not
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1 valid or does not apply to Class Members, failure to timely pay wages and final wages, failure to
2 properly calculate the regular rate of pay, failure to pay or properly calculate meal period
3 premiums, failure to pay or properly calculate paid sick leave, including paid sick leave under the
4 Healthy Workplaces, Healthy Families Act, donning and doffing, pre or post-shift testing or
5 inspections, health status related activities including testing, reporting, and queuing for testing,
6 reporting time pay, failure to furnish accurate wage statements including claims derivative and/or
7 related to these claims, liquidated damages, conversion of wages, that the Labor Code Section 514
8 exemption does not apply to Defendant's employees, pre and post-shift work and record-keeping
9 violations, up to and including the date of preliminary approval by the Court. This Release shall
10 include all claims that occurred during the Class Period based on the facts that are or could have
11 been alleged in the Operative Complaint and theories arising under the California Labor Code,
12 wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206,
13 218, 218.5, 226, 226.3, 226.7, 227, 245 et seq., 510, 511, 512, 515, 517, 551, 552, 1174, 1175,
14 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199, all claims and theories arising
15 under Labor Code Section 2802 except for claims related solely to working from home under
16 Labor Code Section 2802 as well as claims under Business and Professions Code section 17200 et
17 seq. that are known and unknown based on the facts in the Operative Complaint underlying the
18 alleged violations of the above Labor Code provisions, as alleged in the Action. As to the
19 Released Claims *only*, each Class Member waives all rights provided by California Civil Code
20 section 1542, which states:

21 A general release does not extend to claims that the creditor or releasing party does not
22 know or suspect to exist in his or her favor at the time of executing the release and that, if
23 known by him or her, would have materially affected his or her settlement with the debtor
24 or released party.

25 The release shall run through the Class Period (the "Release Period"). Except as set forth in
26 Section 5.3 of the Agreement, Participating Class Members do not release any other claims,
27 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
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1 Housing Act, unemployment insurance, disability, social security, workers' compensation or
2 claims based on facts occurring outside the Class Period.

3 29. As of the Effective Date and upon full funding of the Gross Settlement Amount by
4 Defendant, Defendant and the Released Parties shall receive a release as follows: all Participating
5 Class Members, on behalf of themselves and their respective former and present representatives,
6 agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from any
7 and all claims that occurred during the Subclass Period based on the facts that are or could have
8 been alleged in the Operative Complaint, including debts, liabilities, demands, obligations,
9 penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of
10 action of whatever kind or nature, whether known or unknown, contingent or accrued, under any
11 legal theory under federal and state law related to paid sick leave under the Healthy Workplaces,
12 Healthy Families Act or reimbursement for business expenses.

13 30. As of the Effective Date and upon full funding of the Gross Settlement Amount by
14 Defendant, Defendant and the Released Parties shall receive a release as follows: all FLSA
15 Subclass Members who timely cash or otherwise negotiate their settlement payment check will be
16 deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members,
17 the Released Claims include any and all claims the Class Members may have under the FLSA
18 arising under or related to the alleged claims during the FLSA Subclass Period. Only those FLSA
19 Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will
20 be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive
21 any of their claims under the FLSA arising under or relating to the alleged claims. This release
22 excludes the release of claims not permitted by law.

23 31. As of the Effective Date and upon full funding of the Gross Settlement Amount by
24 Defendant, Defendant and the Released Parties shall receive a release as follows: all Aggrieved
25 Employees are deemed to release, on behalf of themselves and their respective former and present
26 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released
27 Parties from all claims for civil penalties under PAGA, whether known or unknown, to recover
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1 wages, damages, penalties, attorneys' fees, litigation costs, restitution, or equitable relief, which
2 all Aggrieved Employees, the LWDA, and any other representative, proxy, or agent thereof, had,
3 or may claim to have, that were alleged or could have been alleged in the Action based upon the
4 facts alleged and legal assertions alleged, whether or not specifically delineated as a claim or cause
5 of action in the Action through the end of the PAGA Period, including but not limited to those
6 alleged in the PAGA Notices and the Operative Complaint in the Action, including claims that
7 reasonably arise out of or arise in connection with the claims and facts that are or could have been
8 alleged in the Action, and any claims which could have reasonably been asserted in the Action
9 arising from the alleged facts and/or primary rights alleged to have been invaded ("PAGA
10 Released Claims"). The PAGA Released Claims are further released by Plaintiffs in their
11 representative capacity as authorized proxies and agent for the State of California and the LWDA
12 and as private attorneys general acting on behalf of themselves and the Aggrieved Employees, for
13 civil penalties under the PAGA, based on any claim that arises under the California Labor Code
14 and forever bar the LWDA, and any other representative, proxy, or agent thereof, including, but
15 not limited to, any and all allegedly aggrieved employees, from pursuing any action against the
16 Released Parties for the PAGA Released Claims.

17 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
18 Defendant, Defendant and the Released Parties shall receive a release as follows: all PAGA
19 Subclass Members, on behalf of themselves and their respective former and present
20 representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released
21 Parties from any and all claims that occurred during the PAGA Subclass Period based on the facts
22 that are or could have been alleged in the Operative Complaint, including debts, liabilities,
23 demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees,
24 damages, actions or causes of action of whatever kind or nature, whether known or unknown,
25 contingent or accrued, under any legal theory under federal and state law related to paid sick leave
26 under the Healthy Workplaces, Healthy Families Act or reimbursement for business expenses.

1 33. As of the Effective Date, Plaintiffs release and discharge the Defendant and the
2 Released Parties as set forth fully in the Agreement.

3 34. The Court sets a compliance hearing for November 27, 2024 at 8:30 AM.
4 with a compliance declaration to be filed two weeks before this hearing.

5 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

6
7 Dated: 5-28-24

8 
9 HON. BLAINE K. BOWMAN
JUDGE, SUPERIOR COURT OF CALIFORNIA