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FILED
 Superior Court of California
 County of Los Angeles

12/18/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

Attorneys for Plaintiffs SHARON ADAMS and ALICE PUENTES, as individuals and on behalf of all similarly situated employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

SHARON ADAMS and ALICE
 PUNETES, as an individual and on behalf
 of all similarly situated employees,

Plaintiff,

v.

WEST COUNTY MEDICAL
 CORPORATION, a Washington
 corporation; and DOES 1 through 50,
 inclusive,

Case No. 21STCV38811 [Consolidated with Case No.
 21LBCV00590]

CLASS ACTION

**[PROPOSED] ORDER AND JUDGMENT OF FINAL
 APPROVAL**

Assigned for all purposes to:
 Hon. William F. Highberger, Dept.: 10

Date: ~~November 6, 2024~~
 Time: 11:00 a.m.
 Dept.: 10

Complaint Filed: October 21, 2021
 Trial Date: None Yet Set

1 **[PROPOSED] ORDER AND JUDGMENT OF FINAL APPROVAL**

2 WHEREAS, this matter has come before the Court for hearing pursuant to the Order Granting
3 Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement dated November 6,
4 2024, for final approval of the Settlement between Plaintiffs Sharon Adams and Alice Puentes and
5 Defendant WEST COUNTY MEDICAL CORPORATION (“Defendant”) as set forth in the Class Action
6 and PAGA Settlement Agreement (“Settlement Agreement”) filed on May 15, 2024, as Exhibit A to the
7 Declaration of Kevin Mahoney in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
8 Settlement, and the Court having considered all papers filed and the proceedings had and otherwise being
9 fully informed, **THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND
10 ORDERS:**

11 1. This Order incorporates by reference the definitions in the Settlement Agreement and all
12 terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to
14 this litigation, including the Plaintiffs and Class Members.

15 3. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator, Rust
16 Consulting, Inc., mailed a Notice of Proposed Class Action Settlement (“Notice”) to all known Class
17 Members by First Class U.S. Mail. The Notice fairly and adequately informed Class Members of the
18 terms of the proposed Settlement and the benefits available to Class Members thereunder. The Notice
19 further informed Class Members of the pendency of the Action, of the proposed Settlement, of Class
20 Members’ right to receive their share of the Settlement (if approved), of the scope and effect of the
21 Released Claims, of the preliminary Court approval of the proposed Settlement, of exclusion and
22 objection timing and procedures, of the date of the Final Approval Hearing, and of the right to file
23 documentation in support of or in opposition to the Settlement and to appear in connection with the Final
24 Approval Hearing. Class Members had adequate time to consider this information and to use the
25 procedures identified in the Notice. The Court finds and determines that this notice procedure afforded
26 adequate protections to Class Members and provides the basis for the Court to make an informed decision
27 regarding approval of the Settlement based on the responses of Class Members. The Court finds and
28 determines that the Notice provided in the Action was sufficient, which satisfied the requirements of law
 and due process.

1 4. In response to the Notice of Settlement, zero (0) Class Members objected to the Settlement
2 and one (1) Class Members submitted a Request for Exclusion from the Settlement. The name of the opt
3 out is Kimberly F. Dunbar.

4 5. The Court finds that the Settlement offers significant monetary recovery to Class
5 Members and finds that such recovery is fair, adequate and reasonable when balanced against further
6 litigation related to liability and damages issues. The Court further finds that the Parties have conducted
7 sufficient investigation, discovery, research and litigation such that Class Counsel and Defense Counsel
8 are able to reasonably evaluate their respective positions at this time. The Court finds that the proposed
9 Settlement, at this time, will avoid substantial additional costs by all Parties, as well as avoid the risks
10 and delay inherent to further prosecution of the Action. The Court further finds that the Parties reached
11 the Settlement as the result of intensive, serious and non-collusive, arms-length negotiations. Thus, the
12 Court approves the Settlement set forth in the Settlement Agreement and finds that the Settlement is, in
13 all respects, fair, adequate and reasonable and directs the Parties to effectuate the Settlement according
14 to its terms.

15 6. The Court hereby orders the Settlement Administrator to distribute the Individual
16 Settlement Payment and Individual PAGA Payment to Settlement Class Members in accordance with the
17 provisions of the Settlement Agreement. The Individual Settlement Payment and Individual PAGA
18 Payment checks shall remain valid for a period of one hundred eighty (180) calendar days.

19 7. All Settlement Class Members, regardless of whether or not they cash their Individual
20 Settlement Payment check(s), will be bound by the releases detailed in this Settlement Agreement.
21 Settlement Class Members must cash or deposit their Individual Settlement Payment and Individual
22 PAGA Payment checks within one hundred and eighty (180) calendar days after the checks are mailed
23 to them. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the
24 Settlement Administrator will submit the amount of the uncashed or not deposited payments to California
25 State Controller as unclaimed property in the name of the Settlement Class Member who did not cash his
26 or her check.

27 8. The Court finds that the Gross Settlement Amount of two hundred twenty-five thousand
28 dollars (\$225,000.00), Net Settlement Amount, and the methodology used to calculate and pay each

1 Individual Settlement Payment and Individual PAGA Payment, in accordance with the Settlement, are
2 fair and reasonable

3 9. For purposes of this Final Approval Order and this Settlement only, the Court hereby
4 confirms the appointment of Plaintiffs as the class representatives for the Class Members. Further, the
5 Court finally approves Class Representative Incentive Awards to Plaintiffs, as fair and reasonable, in the
6 amount of five thousand dollars (\$5,000.00) each, or ten thousand dollars (\$10,000.00) collectively. The
7 Court hereby orders the Settlement Administrator to distribute the Class Representatives' Incentive
8 Awards to the Plaintiffs in accordance with the provisions of the Settlement.

9 10. The Court hereby approves the PAGA Allocation in the amount of ten thousand dollars
10 (\$10,000.00), of which seventy-five percent (75%) or seven thousand five hundred dollars (\$7,500.00)
11 will be paid to the LWDA, and twenty-five percent (25%) or two thousand five hundred dollars
12 (\$2,500.00) will be distributed to the Aggrieved Employees in accordance with the provisions of the
13 Settlement.

14 11. For purposes of this Final Approval Order and this Settlement only, the Court hereby
15 confirms the appointment of Kevin Mahoney and Berkeh Alemzadeh of Mahoney Law Group, APC as
16 Class Counsel for Class Members. Further, the Court finally approves a Class Counsel Fees and Costs
17 Award, as fair and reasonable, of seventy-five thousand dollars (\$75,000.00) for attorneys' fees and
18 eighteen thousand one hundred nineteen dollars and eighty cents (\$18,119.80) for costs. Class Counsel's
19 receipt of the Class Counsel Fees and Costs Award shall fully satisfy all fees and litigation costs incurred
20 by Class Counsel that represented Plaintiffs and Class Members in the Action. The Court hereby orders
21 the Settlement Administrator to distribute the Class Counsel Fees and Costs Award payment to Class
22 Counsel in accordance with the provisions of the Settlement Agreement.

23 12. For purposes of this Final Approval Order, Plaintiffs Sharon Adams and Alice Puentes
24 will receive incentive payments in the amount of five thousand dollars (5,000.00) each, or ten thousand
25 dollars (\$10,000.00) collectively.

26 13. For purposes of this Final Approval Order and this Settlement only, the Court hereby
27 confirms the appointment of Phoenix Class Action Administration Solutions as the Settlement
28 Administrator to administer the Settlement of this matter as more specifically set forth in the Settlement

1 Agreement and further finally approves Settlement Administration Costs, as fair and reasonable, of
2 eleven thousand dollars (\$11,000.00).

3 14. The Court directs Defendants to fund all amounts due under the Settlement Agreement.

4 15. As of the Response Deadline, all Settlement Class Members who did not submit a timely
5 and valid Request for Exclusion shall be deemed to have released the Released Parties from all Released
6 Claims, as defined in the Settlement Agreement.

7 16. After Settlement administration has been completed in accordance with the Settlement
8 Agreement, the Parties shall file a report with this Court certifying compliance with the terms of the
9 Settlement.

10 17. Neither this Final Approval Order, the Settlement Agreement, nor any document referred
11 to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be
12 used by Plaintiff as an admission by or against Defendant or any of the other Released Parties of any
13 fault, wrongdoing or liability whatsoever. Nor is this Final Approval Order a finding of the validity of
14 any claims in the Action or of any wrongdoing by Defendant or any of the other Released Parties. The
15 entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related
16 thereto, shall not in any event be construed as an admission or concession with regard to the denials or
17 defenses by Defendant or any of the other Released Parties and shall not be offered in evidence by
18 Plaintiffs against Defendant or any of the Released Parties in any action or proceeding in any court,
19 administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions
20 of this Final Approval Order, the Settlement Agreement, or any related agreement or release.
21 Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other
22 proceeding this Final Approval Order, the Settlement Agreement, or any other papers and records on file
23 in the Action as evidence of the Settlement and to support a defense of res judicata, collateral estoppel,
24 release, waiver or other theory of claim preclusion, issue preclusion or similar defense.

25 18. If the Settlement does not become final and effective in accordance with the terms of the
26 Settlement Agreement, resulting in the return and/or retention of the Gross Settlement Amount to
27 Defendant consistent with the terms of the Settlement, then this Final Approval Order and all orders
28 entered in connection herewith, shall be rendered null and void and shall be vacated.

19. The Court hereby enters judgment, with prejudice, for the reasons set forth above, and in

1 accordance with the terms set forth in the Settlement Agreement. The Settlement Administrator shall
2 provide notice of this judgement by posting a copy of this order on the website specified in the Class
3 Notice.

4 20. Without affecting the finality of this Final Approval Order in any way, this Court hereby
5 retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
6 and all orders and judgments entered in connection therewith.

7 21. Plaintiffs shall submit to the Court a report on by 12/19/25 (or
8 _____), pursuant to Code of Civil Procedure section 384, subdivision (b), in the form
9 of a declaration from the Settlement Administrator or other declarant with personal knowledge of the
10 facts. The report shall be in the form of a declaration from the Settlement Administrator or other declarant
11 with personal knowledge of the facts, and to describe (i) the date the checks were mailed, (ii) the total
12 number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of
13 checks that remained uncashed and were redistributed, (v) the total value of those uncashed checks, (vi)
14 the average amount of the uncashed checks, (vii) the nature and date of the disposition of those unclaimed
15 funds, and (viii) other amounts disbursed pursuant to the Settlement . NACR re same 12/26/25 9 a.m.

16 22. This document shall constitute a Judgment for purposes of California Rule of Court
17 3.769(h).

18 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

19
20 Dated: 12/18/24



21 HONORABLE WILLIAM F. HIGHBERGER
22 JUDGE OF THE SUPERIOR COURT
23
24
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26
27
28

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed 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 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **October 15, 2024**, I served [X] true copies [] originals of the following document(s):
PROPOSED ORDER AND JUDGMENT OF FINAL APPROVAL. I served the document(s) on the person(s) below as follows:

Jamie Norman, Esq. Elizabeth Sanguinetti, Esq. LITCHFIELD CAVO LLP 2 N. Lake Avenue, Suite 400 Pasadena, CA 91101	Attorney for Defendant WEST COUNTY MEDICAL CORPORATION, AMERICAN HEALTH SERVICES, EL DORADO COMMUNITY SERVICE CENTER, AND WEST COUNTY MEDICAL CORPORATION Telephone: (626) 683-1110 Facsimile: (626) 683-1113 Emails: norman@litchfieldcavo.com sanguinetti@litchfieldcavo.com
Kamelia Yadegari 717 Lincoln Boulevard Venice, CA 90291	Agent for Service of Process for Defendant WEST COUNTY MEDICAL CORPORATION, AMERICAN HEALTH SERVICES, EL DORADO COMMUNITY SERVICE CENTER, AND WEST COUNTY MEDICAL CORPORATION Telephone: (917) 435-5845 Facsimile: (310) 399-9678 Emails: kyadegari@americanhealthservices.org
Lonnie D. Giamela Talar Tavlian FISHER & PHILLIPS LLP 444 South Flower Street, Suite 1500 Los Angeles, California 90071	Co Counsel for Defendants WEST COUNTY MEDICAL CORPORATION, WEST COUNTY MEDICAL CLINIC, AMERICAN HEALTH SERVICES LLC and EL DORADO COMMUNITY SERVICE CENTER Telephone: (213) 330-4500 Facsimile: (213) 330-4501 Emails: lgiamela@fisherphillips.com ttavlian@fisherphillips.com

The document(s) were served by the following means:

☒ **By electronic service:** Based on a court order, I caused the document(s) to be sent to the persons at the electronic service addresses listed above by transmission through ONE LEGAL/CASE ANYWHERE.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **October 15, 2024**, at Long Beach, California.



Nicole Pierson