

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

ABRAMSON LABOR GROUP
WILLIAM ZEV ABRAMSON, Esq. (SBN 289387)
wza@abramsonlabor.com
11846 Ventura Blvd, Suite 100
Studio City, CA 91604
Tel: (213) 492-6300; Fax: (213) 382-4083

Attorneys for Plaintiff and the Proposed Class

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 11/22/2023
By Deputy: Cerna, Brenda

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

INGRID HANSEN-SCHOOLDERMAN, an
individual, on behalf of herself and others
similarly situated,

PLAINTIFF,

v.

SOUTHERN MONTEREY COUNTY
MEMORIAL HOSPITAL; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 21CV003609

[Case Assigned for All Purposes to Hon.
Thomas W. Wills in Dept. 15]

**~~PROPOSED~~ ORDER AFTER HEARING
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Date: November 17, 2023
Time: 8:30 A.M.
Dept.: 15

Complaint Filed: November 12, 2021
FAC Filed: March 16, 2022
Trial Date: None

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

2 The above captioned Action is a class action lawsuit brought by Plaintiff INGRID
3 HANSEN-SCHOOLDERMAN (“Class Representative” or “Plaintiff”) against Defendant
4 SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL (“Defendant”). The Motion for
5 Final Approval of Class Action Settlement came before this Court, on November 17, 2023.

6 **WHEREAS**, Judge Thomas S. Wills granted preliminary approval of the Class Action and
7 PAGA Settlement Agreement (“Agreement”), attached to the Declaration of Kelsey M. Szamet in
8 Support of Plaintiff’s Motion for Final Approval as Exhibit “1”, on October 25, 2023.

9 **WHEREAS**, Plaintiff INGRID HANSEN-SCHOOLDERMAN has applied to the Court
10 for an order granting final approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M.
15 Szamet, INGRID HANSEN-SCHOOLDERMAN; and Taylor Mitzner of Phoenix Settlement
16 Administrators; and the supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the
19 Court has subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Settlement Class Members
24 and is hereby finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Settlement Class Members,
28

except those who timely and properly filed Request for Exclusion, as well as their heirs, executors and administrators, successors and assigns.

5. There is one (1) valid requests for exclusion.

6. There are no objectors to the Agreement.

7. It is ordered that the Class is certified for settlement purposes only. The Court finds that an ascertainable class exists and a well-defined community of interest exists in the questions of law and fact involved because in the context of the Agreement: (i) there are questions of law and fact common to the Settlement Class Members which, as to the Agreement and all related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and implementing the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the Settlement Class Members.

8. The Court finds that the Notice and notice methodology implemented pursuant to this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the California and United States Constitution (including the Due Process Clause), the California Rules of Court and any other applicable law.

9. The Class is hereby made final. The Class is defined as:

"All persons who are employed or have been employed as a non-exempt employee by SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL, in the State of California during the Covered Period." (the "Class").

10. The "Class Period" is November 12, 2017 to March 7, 2023.

11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are defined as:

1 “All persons who are employed or have been employed as a non-
2 exempt employee by SOUTHERN MONTEREY COUNTY
3 MEMORIAL HOSPITAL, in the State of California who worked
4 one or more pay periods during the PAGA Period.” (the “Aggrieved
5 Employees”).

6 12. The PAGA Period is the period from November 12, 2020.

7 13. The Agreement is not an admission by Defendant, nor is this Final Order a finding
8 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
9 the Agreement, nor any document referred to herein, nor any action taken to carry out the
10 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
11 wrongdoing on the part of Defendant.

12 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff shall fully
13 release and discharge the Released Parties pursuant to the following release and expressly waive
14 and relinquish any and all claims, rights or benefits that they may have under California Civil Code
15 § 1542, which provides:

16 “A general release does not extend to claims that the creditor or
17 releasing party does not know or suspect to exist in his or her favor
18 at the time of executing the release, and that if known by him or her
19 would have materially affected his or her settlement with the debtor
20 or Released Party.”

21 15. Plaintiff and all Settlement Class Members who have not been timely and properly
22 excluded from the Class, and any person acting on their behalf, are permanently barred and
23 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
24 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
25 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
26 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
27 Members into a separate class for purposes of pursuing as a purported class action (including by
28 seeking to amend a pending complaint to include class allegations, or by seeking class certification
in a pending action) any lawsuit based on or relating to the Released Claims;

16. The Agreement provides that the Gross Settlement Amount is one million two
hundred forty thousand dollars and zero cents (\$1,240,000.00). The Net Settlement Amount shall

1 be determined according to the terms of the Agreement.

2 17. The Court orders the calculations and the payments to be made and administered in
3 accordance with the terms of the Agreement.

4 18. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
5 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
6 Kingsley & Kingsley, APC as Class Counsel in the Action.

7 19. The Court hereby finds the unopposed application of Class Counsel for a costs and
8 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
9 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$332,992.00
10 shall be paid for attorney fees and \$15,000.00 shall be paid for litigation costs.

11 20. The unopposed application of Class Counsel for an enhancement payment to
12 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative
13 Award shall be allocated to Class Representative INGRID HANSEN-SCHOOLDERMAN.

14 21. The unopposed application of Class Counsel for claims administration fees to
15 Phoenix Settlement Administrators is hereby granted. Of the Gross Settlement Amount,
16 \$12,500.00 shall be paid for settlement administration fees.

17 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
18 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

19 23. The Court approves the PAGA Penalties in the amount of \$20,000.00. The Court
20 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
21 Agency ("LWDA") in the amount of \$15,000.00. The Court further directs that the remaining
22 25% of the PAGA Penalties, in the amount of \$5,000.00 shall be allocated to the Net Settlement
23 Amount for distribution to the Settlement Class Members.

24 24. If a Settlement Class Member does not cash his or her settlement check within 120
25 days, the uncashed funds shall be transmitted by the Administrators to the California Rural Legal
26 Assistance Foundation, a Court-approved nonprofit organization or foundation consistent with
27 Code of Civil Procedure Section 384, subd. (b), in the name of the class member who did not cash
28

his or her Individual Class Payment check.

25. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

26. The Court hereby grants and authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members under the Stipulation.

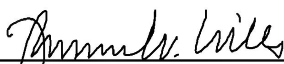
27. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

28. This Final Order shall constitute a final judgment.

29. The Court hereby dismisses the action (including all individual claims and Released Claims presented thereby) with prejudice, without fees or costs to any party except as provided in the Agreement.

30. The Court sets a Compliance Hearing for December 13, 2024 at 8:30 am on the Complex Law and Motion Calendar.

DATED: November 21, 2023



Hon. Thomas W. Wills
Judge of the Superior Court

Michelle Tanzer

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, November 17, 2023 3:12 PM
To: Michelle Tanzer
Subject: Thank you for your Proposed Settlement Submission

External Email!

11/17/2023 03:12:05 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7Cmichelle%40kingsleykingsley.com%7C4b191f23e8cd49c7d4b508dbe7c2a554%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638358595420318899%7CUnknown%7CTWFPbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ikl1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=IPAdKJK7nCHZz221MscZr4wkLZGntjuQ6eKzSLWDxXE%3D&reserved=0



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of Monterey

Court Case Number *

21CV003609

Hearing Date (if any)

November 17, 2023

Hearing Time

8:30 am

Hearing Location

Dept. 15

Number of aggrieved employees *

453

Gross settlement amount *

124000000

Gross penalty amount *

20,000

Penalties to LWDA *

15,000

Date of proposed settlement *

05/17/2023

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File

Order After Hearing_MFA.pdf

Other Attachment (if any)

Choose File

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

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(PROOF OF SERVICE)
[CCP 1013(a)(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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On November 17, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER AFTER HEARING GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

FENTON & KELLER, APC Elizabeth R. Leitzinger Eleitzinger@fentonkeller.com Gladys Rodriguez-Morales gmorales@fentonkeller.com 2801 Monterey-Salinas Highway Post Office Box 791 Monterey, CA 93942	ABRAMSON LABOR GROUP William Zev Abramson Wza@abramsonlabor.com 11846 Ventura Blvd, Suite 100 Studio City, CA 91604
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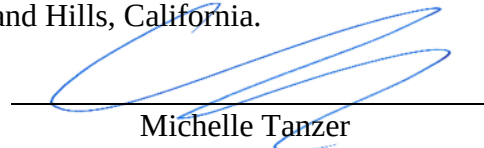
☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

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

Executed on November 17, 2023, at Woodland Hills, California.



Michelle Tanzer