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

IRENE GIL, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

HIGH DESERT MEDICAL CORPORATION,
an unknown business entity; HIGH DESERT
MEDICAL GROUP, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22AVCV00040

Honorable Stephen Morgan
Department A14

**~~[PROPOSED]~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date: June 3, 2025
Time: 8:30 a.m.
Dept: A14

Reservation ID: 272161227285

Complaint Filed: January 13, 2022
Jury Trial Date: None Set

~~1~~ **PROPOSED ORDER**

2 On June 3, 2025 at 8:30 a.m. in Department A14 of the above-entitled Court, located at
3 42011 4th Street West, Lancaster, California 93534, Plaintiff Irene Gil's ("Plaintiff") Motion for
4 Approval of PAGA Settlement ("Motion") came on for hearing before the Honorable Stephen
5 Morgan. Lawyers *for* Justice, PC and Parker & Minne, LLP appeared on behalf of Plaintiff.
6 Morgan, Lewis & Bockius LLP appeared on behalf of Defendants High Desert Medical
7 Corporation and High Desert Medical Group ("Defendants").

8 Plaintiff and Defendants (the "Parties") have executed the PAGA Settlement Agreement
9 (the "Settlement" or "Settlement Agreement"). The Court, having carefully considered the papers,
10 argument of counsel, and all matters presented to the Court, and good cause appearing, hereby

11 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

12 1. Plaintiff's Motion for Approval of PAGA Settlement is granted in its entirety.

13 2. This Order incorporates by reference the definitions in the PAGA Settlement
14 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as
15 set forth in the PAGA Settlement Agreement.

16 3. The Court finds that Plaintiff has satisfied the prerequisites under the California
17 Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not
18 limited to, providing the California Labor and Workforce Development Agency ("LWDA") and
19 Defendants with notice of the specific provisions of the California Labor Code alleged to have
20 been violated, including, but not limited to, the facts and theories to support the alleged violations,
21 in conformity with California Labor Code § 2699.3(a).

22 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
23 in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to
24 intervene or appear in the above-captioned action ("Action").

25 5. The aggrieved employees covered under the Settlement consist of the following
26 individuals:

1 All current and former non-exempt and/or hourly-paid employees who worked for
2 Defendants in the State of California at any time during the PAGA Period (the
3 “Aggrieved Employees”).

4 The PAGA Period is defined as the period from November 9, 2020 through December 31, 2024.

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA (the “Net Settlement Amount”), and determines
9 that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement
10 Amount. The Net Settlement Amount shall be the Gross Settlement Amount (\$445,000.00) less
11 the approved PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,
12 General Release Payment to Plaintiff, and Administration Expenses Payment to Phoenix
13 Settlement Administrators (the “Settlement Administrator”). Seventy-five percent (75%) of the
14 Net Settlement Amount shall be distributed to the LWDA (“LWDA PAGA Payment”) and twenty-
15 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
16 in accordance with this Order and Judgment and the Settlement Agreement.

17 8. The Court has considered the Settlement, and the monetary allocations provided
18 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
19 Settlement Administrator to administer the Settlement and to make the payments as provided for
20 by, and consistent with, this Order and Judgment and the Settlement Agreement.

21 9. The Court approves the payment of One Hundred Fifty-Five Thousand Seven
22 Hundred Fifty Dollars and Zero Cents (\$155,750.00) to Plaintiff’s Counsel, Lawyers *for* Justice,
23 PC and Parker & Minne, LLP (collectively, “Plaintiff’s Counsel”) for attorneys’ fees. This
24 amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with
25 this Order and Judgment and the Settlement Agreement. The Court approves the payment of
26 Twelve Thousand Sixty-Five Dollars and Twenty-Five Cents (\$12,065.25) to Plaintiff’s Counsel
27 for reimbursement of litigation costs and expenses incurred in the Action. This amount shall be
28 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and

Judgment and the Settlement Agreement. Any allocation of attorneys' fees and costs between and among Plaintiff's Counsel shall be made by the Settlement Administrator pursuant to the separate and independent agreement between Plaintiff's Counsel.

10. The Court approves payment in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff Irene Gil for a General Release Payment. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

11. The Court approves payment in the amount of Six Thousand Three Hundred Seventy-Seven Dollars and Forty-One Cents (\$6,377.41) to the Settlement Administrator for the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves the Notice of Representative PAGA Action Settlement ("Settlement Notice"), attached hereto as Exhibit 1, and the Settlement Administrator shall distribute the Settlement Notice to Aggrieved Employees in both English and Spanish translations at the same time that it distributes Individual PAGA Payment checks to Aggrieved Employees.

13. Defendants shall transmit payment of the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement no later than forty-five (45) days after the date this Judgment is entered.

14. No later than thirty (30) days after the date this Order granting approval of the Settlement is signed, Defendants shall provide the Settlement Administrator with the Aggrieved Employee Data, in accordance with this Order and Judgment and the Settlement Agreement. The Settlement Administrator shall distribute the Individual PAGA Payment checks to Aggrieved Employees, LWDA PAGA Payment to the LWDA, General Release Payment to Plaintiff, PAGA Counsel Fees Payment to PAGA Counsel, PAGA Counsel Litigation Expenses Payment to PAGA Counsel, and payment to itself for the Administration Expenses Payment, as provided for by this Order and Judgment and the Settlement Agreement, no later than ten (10) calendar days after the Settlement Administrator receives the Gross Settlement Amount.

15. All Individual PAGA Payment checks that are issued to Aggrieved Employees shall

1 be valid and negotiable up to one hundred eighty (180) calendar days after the checks are initially
2 mailed to the Aggrieved Employees, and thereafter, shall be cancelled. Any funds associated with
3 such cancelled checks shall be transmitted to the State of California's Unclaimed Property Fund
4 in the name of the Aggrieved Employees who did not timely cash their checks.

5 16. Aggrieved Employees shall not have the right to opt-out of or object to the
6 Settlement. By way of and upon the entry of this Order and Judgment, Plaintiff and each
7 Aggrieved Employee is deemed to fully release and forever discharge Released Parties from the
8 Released PAGA Claims.

9 17. Upon the Effective Date and the date that Defendants fully fund the entire Gross
10 Settlement Amount, Plaintiff and the Aggrieved Employees are deemed to release, on behalf of
11 themselves and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, the Released Parties from any and all claims under the
13 California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698 et seq.,
14 for the recovery of civil penalties, attorneys' fees, and costs, which Plaintiff and/or the Aggrieved
15 Employees had, or may claim to have, against Defendants, arising out of the violations alleged in
16 the Operative Complaint or Plaintiff's November 9, 2021 PAGA Notice, or which reasonably
17 could have been alleged based on the facts and legal theories contained in the Operative Complaint
18 or the November 9, 2021 PAGA Notice, including, but not limited to, the following claims for
19 alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
20 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare
21 Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

22 18. Upon the Effective Date and the date that Defendants fully fund the entire Gross
23 Settlement Amount, Plaintiff Irene Gil and her respective former and present spouses,
24 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors,
25 and assigns generally, release and discharge Released Parties from all claims, transactions, or
26 occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been,
27 alleged, based on the facts contained in the Operative Complaint and/or PAGA Notice or
28 ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages,

obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with her employment with Defendants, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date Plaintiff executes this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Fair Labor Standards Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, the Equal Pay Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act, the National Labor Relations Act, the California Labor Code (including PAGA) and applicable Wage Order(s), the Unfair Competition Law, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia Wage Orders 4-2001 and 5-2001; (3) any non-statutory tort or contractual claim, including all claims for breach

1 of oral, implied or written contract, breach of implied covenant of good faith and fair dealing,
2 negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful
3 termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims
4 for attorneys' fees and costs. Plaintiff has expressly waived all rights and benefits afforded by
5 California Civil Code Section 1542, which provides:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
7 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
8 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
9 KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR
10 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

11 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other
12 than or different from the facts now believed to be true, the release of claims contained herein
13 shall be effective as to all unknown claims. This release specifically excludes any claims or
14 actions to enforce the Agreement, or any claims for vested benefits, unemployment benefits,
15 disability benefits, social security benefits, or workers' compensation benefits that arose at any
16 time, or based on occurrences outside the PAGA Period.

17 19. Notice of the entry of this Order and Judgment shall be provided to Aggrieved
18 Employees through a website maintained by the Settlement Administrator for the administration
19 of this Settlement. The Court orders the Settlement Administrator to post a copy of the operative
20 Complaint, Settlement Notice, Settlement Agreement, and this Order and Judgment on its website.
21 This Order and Judgment shall be submitted to the LWDA through the online system established
22 for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

23 20. A final accounting hearing shall be held on March 24, 2026 at
24 8:30 a.m./~~p.m.~~ in Dept. A14 of the above-entitled court, located at 42011 4th Street
25 West, Lancaster, California 93534. Plaintiff's Counsel shall submit a final administrator's report
26 no later than February 23, 2026 addressing the status of the settlement administration,
27 including the actual amounts paid to the Aggrieved Employees and the other amounts distributed
28 under the Settlement, including any uncashed checks.

21. Without affecting the finality of this Order and Judgment, the Court shall retain
continuing jurisdiction over this action and the parties, and over all matters pertaining to the

1 implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil
2 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
3 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
4 Agreement shall be presented to the Court for resolution.

5 **IT IS SO ORDERED ADJUDGED, AND DECREED.**

6
7 Dated: 06/04/2025



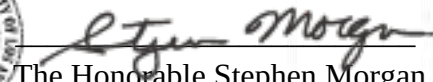

The Honorable Stephen Morgan
Judge of the Superior Court
Stephen Morgan / Judge

EXHIBIT 1

NOTICE OF REPRESENTATIVE PAGA ACTION SETTLEMENT

Gil v. High Desert Medical Corporation, et al.
Los Angeles Superior Court Case No. 22AVCV00040

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You are eligible to receive money from a lawsuit brought pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA") (the "Action") against High Desert Medical Corporation, a Medical Group (d/b/a High Desert Medical Group) (incorrectly named as High Desert Medical Corporation and High Desert Medical Group) ("Defendants") for alleged wage and hour violations. The Action was filed by a former employee, Irene Gil ("Plaintiff") and seeks payment of civil penalties under PAGA for all current and former non-exempt and/or hourly-paid employees who worked for Defendants in the State of California at any time during the PAGA Period (November 9, 2020 to December 31, 2024) ("Aggrieved Employees").

SUMMARY OF THE SETTLEMENT

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, wages due during employment, and reimbursable expenses and failing to provide meal periods, rest breaks, accurate itemized wage statements, and maintain required payroll records for hourly-paid and/or non-exempt employees in California. Based on these claims, Plaintiff seeks civil penalties under PAGA. Plaintiff is represented by attorneys in the Action ("PAGA Counsel"):

Arby Aiwanian, Esq.
Joanna Ghosh, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

Jill J. Parker, Esq.
S. Emi Minne, Esq.
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and

enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that the Court has approved. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants have paid \$445,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendants deposited the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator is using the Gross Settlement to pay the Individual PAGA Payments, General Release Payment to Plaintiff, PAGA Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). The Court entered Judgment on [insert date].
2. Court Approved Deductions from Gross Settlement. The Court has approved the following deductions from the Gross Settlement:
 - A. \$155,750.00 (35% of the Gross Settlement) to PAGA Counsel for attorneys’ fees and \$[insert amount of approved costs, not to exceed \$25,000.00] for their litigation expenses. To date, PAGA Counsel have worked and incurred expenses on the Action without payment.
 - B. \$15,000.00 as a General Release Payment to Plaintiff for filing the Action, working with PAGA Counsel and representing the Aggrieved Employees and the State of California, and for agreeing to a general release of all claims against Defendants. A General Release Payment will be the only money Plaintiff will receive other than Plaintiff’s Individual PAGA Payment.
 - C. [Insert amount of approved administration costs, not to exceed \$10,000.00] to the Administrator for services administering the Settlement.
3. Net Settlement Distributed to LWDA and to Aggrieved Employees. After making the above deductions in the amounts approved by the Court, the rest of the Gross Settlement (the “Net Settlement”) amounts to \$[insert Net Settlement Amount]. The Administrator will distribute the Net Settlement Amount to the LWDA and the Aggrieved Employees as follows: 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.
4. Designation of Individual PAGA Payments as Penalties. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payment is taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the

California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. You cannot opt-out of the Settlement. All Aggrieved Employees are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.
7. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice and to calculate and make payments. The Administrator will also mail and re-mail Settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is as follows:

Name of Settlement Administrator Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

8. Aggrieved Employees' PAGA Release. Upon the Effective Date and the date when Defendants fully funded the entire Gross Settlement Amount, all Aggrieved Employees are barred from asserting PAGA claims against Defendants that were asserted in this Action and which arose during the PAGA Period. This means that all Aggrieved Employees cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims under the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698 et seq., for the recovery of civil penalties, attorneys' fees, and costs, which Plaintiff and/or the Aggrieved Employees had, or may claim to have, against Released Parties, arising out of the violations alleged in the Operative Complaint or Plaintiff's November 9, 2021 PAGA Notice, or which reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint or the November 9, 2021 PAGA Notice, including, but not limited to, the following claims for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

The "Released Parties" are Defendants High Desert Medical Corporation, a Medical Group (d/b/a High Desert Medical Group) and each of its past, present and/or future, direct and/or indirect, officers, directors, owners, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

4. HOW DID THE ADMINISTRATOR CALCULATE MY PAYMENT?

The Administrator calculated Individual PAGA Payments by (a) dividing 25% of the Net Settlement Amount (i.e., \$[insert 25% of the Net Settlement Amount]) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

According to Defendants' records, during the period **from November 9, 2020 to December 31, 2024 (i.e., the PAGA Period)** you worked for Defendants as an hourly-paid or non-exempt employee in California for approximately [] Pay Periods.

Under the terms of the Settlement, your Individual PAGA Payment is \$ [].

5. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at []. You can also telephone or send an email to PAGA Counsel or the Administrator using the contact information listed herein. You can also consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 22AVCV00040. You can also make an appointment to personally review court documents in the Clerk's Office at the Michael D. Antonovich Antelope Valley Courthouse by calling (616) 483-5500 or making an online appointment by visiting the following website: <https://mycourtservices.lacourt.org/Appointment/Schedule>.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

6. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.