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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

**TORRANCE COURTHOUSE**

PAULA GONZALEZ, on behalf of the State  
of California, as a private attorney general,

Plaintiffs,

vs.

LANCASTER HOSPITAL CORPORATION,  
a California Corporation; and DOES 1 through  
50, inclusive,

Defendants.

**Case No. 22AVCV00254**

**NOTICE OF ENTRY OF JUDGMENT**

Judge: Hon. Michael C. Kelley  
Dept.: A15

Action Filed: April 15, 2022  
Trial Date: Not Set

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

2       YOU ARE HEREBY NOTIFIED THAT on August 27, 2024, the Court entered the Order  
3 Approving PAGA Settlement and Judgment in the above entitled action. A true and correct copy  
4 of the Order and Judgment Approving PAGA Settlement is attached hereto as Exhibit #1.

5       Respectfully submitted,

6  
7 Dated: September 6, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

9 By: /s/ Kyle Nordrehaug  
10 Kyle R. Nordrehaug

11 Attorneys for Plaintiff  
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1 **STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**

2 I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of  
3 California. I am employed in the County of San Diego, State of California. I am over the age of 18  
4 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California  
5 92037. On September 6, 2024, I served the document(s) described as:

6 1. **NOTICE OF ENTRY OF JUDGMENT**

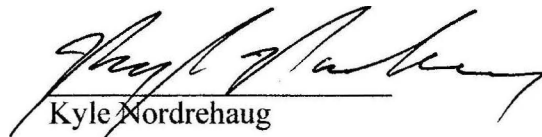
7  
8 X **(BY ELECTRONIC SERVICE):** I provided the documents referenced above  
9 electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail  
address(es):

10 LITTLER MENDELSON, P.C.  
11 Stacey E. James  
Kara Adelle Ritter Cole  
12 501 W. Broadway, Suite 900  
San Diego, CA 92101.3577  
13 Telephone: 619.232.0441  
Facsimile: 619.232.4302  
14 Emails: [sjames@littler.com](mailto:sjames@littler.com)  
[kcole@littler.com](mailto:kcole@littler.com)

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

17 X **(State):** I declare under penalty of perjury under the laws of the State of California that the  
18 above is true and correct.

19 Executed on September 6, 2024 at San Diego, California.

20  
21   
22 Kyle Nordrehaug

**EXHIBIT #1**

Electronically Received 03/28/2024 05:10 PM

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

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Attorneys for Plaintiff

**FILED**  
Superior Court of California  
County of Los Angeles  
**08/27/2024**  
David W. Slayton, Executive Officer / Clerk of Court  
By:           L. Bailey           Deputy

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

PAULA GONZALEZ, on behalf of the  
State of California, as a private attorney  
general,

Plaintiff,

vs.

LANCASTER HOSPITAL  
CORPORATION, a California  
Corporation; and DOES 1 through 50,  
inclusive,

Case No.: 22AVCV00254

**~~PROPOSED~~ ORDER AND JUDGMENT  
APPROVING PAGA SETTLEMENT**

Hearing Date: May 28, 2024  
Hearing Time: 8:30 a.m.

Judge: Hon. ~~Michael C. Kelley~~  
Dept.: A15 Daniel L. Alexander

1 **ORDER AND JUDGMENT**

2 Plaintiff Paula Gonzalez (“Plaintiff”) moves for approval of the settlement of Plaintiff’s  
3 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to  
4 California Labor Code § 2699(1), against Defendant Lancaster Hospital Corporation (“Defendant”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in  
6 this action and is authorized to act as private attorney general with respect to the PAGA claims being  
7 released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is  
8 incorporated by reference. The California Labor Workforce Development Agency was provided  
9 with notice of the Settlement and the motion for approval of the PAGA settlement via its online  
10 process and no objection has been received to the settlement or the motion from the Labor  
11 Workforce Development Agency.

12 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA  
13 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed  
14 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of  
15 \$815,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed  
16 \$12,000) for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the  
17 amount of \$271,666 (one-third of the Gross Settlement Amount), an Enhancement Award for  
18 Plaintiff in the amount of \$10,000, and PAGA Counsel Litigation Expenses Payment in the amount  
19 of \$24,833.69 The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement  
20 Amount after deduction of the Administration Expenses Payment, the Enhancement Award and  
21 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated  
22 to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which  
23 75% of the payment will be paid to the LWDA (no less than \$372,250.50) and 25% will be paid to  
24 the PAGA Employees (no less than \$124,083.50).

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,  
26 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion and approves the  
27 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be  
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1 allocated and paid out as set forth in the Settlement Agreement.

2 The “PAGA Employees” are defined as all non-exempt employees of Defendant employed at  
3 any during the PAGA Period. The PAGA Period is the period from April 15, 2021 to January 8,  
4 2024.

5 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount,  
6 Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall be entitled  
7 to a release of the Released PAGA Claims. The “Released PAGA Claims” are all claims under state  
8 law that were alleged or that could have been alleged based on the facts asserted in the PAGA Case,  
9 the LWDA Letter filed on behalf of Plaintiff, dated January 7, 2022, and the PAGA claims identified  
10 as set forth below that occurred during the PAGA Period. This includes any claims for civil penalties  
11 that were actually alleged or that could have been alleged against the Released Parties based on the  
12 facts stated in the operative complaint or LWDA Letter, including PAGA claims for alleged  
13 violations of Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 221, 226 *et seq.*, 226(a), 226.7,  
14 227.3, 246, 510, 511, 512, 516, 558(a)(1)(2), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698,  
15 2699, 2800, 2802, California Code of Regulations, Title 8, Sections 11040(5)(A)-(B) and 11070(14),  
16 and the applicable IWC Wage Orders, including Wage Order 5, and for interest, attorneys’ fees,  
17 costs, and other amounts recoverable under said causes of action under California law, to the extent  
18 permissible, that occurred during the PAGA Period for the following:

- 19 a. Any claims for alleged unpaid compensation or compensation paid at the incorrect  
20 rate of pay (including but not limited to minimum wages, overtime pay, double time  
21 pay, on-call, off-the-clock, incentive pay, sick pay, reporting time pay, alternative  
workweek schedules, etc.);
- 22 b. Any claims for alleged failure to provide meal periods in accordance with the  
23 California Labor Code and/or applicable Wage Orders, including any claims  
regarding failure to pay premium pay at the correct rate of pay;
- 24 c. Any claim for alleged failure to authorize and permit rest breaks in accordance with  
25 the applicable California Wage Orders or Labor Code, including any claims regarding  
26 failure to pay premium pay at the correct rate of pay;
- 27 d. Any claim for alleged failure to provide reimbursements for business related  
28 expenses, expressly including but not limited to cell phone use and home office  
expenses;

- 1 e. Any claim for alleged failure to pay wages timely during employment or upon  
2 termination of employment;  
3 f. Any claim for alleged failure to provide all/accurate information required to be on  
4 wage statements or to maintain records required by the California Labor Code.

5 The Released PAGA Claims do not include claims for vested benefits, wrongful termination,  
6 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social  
7 security, workers' compensation, California class claims, and PAGA claims outside of the PAGA  
8 period.

9 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,  
10 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or  
11 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,  
12 ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any  
13 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including  
14 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as  
15 to Plaintiff, the PAGA Employees, or any other person, and Defendant specifically disclaims any  
16 and all such liability or wrongdoing and all damages and penalties claimed.

17 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of  
18 this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain  
19 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,  
20 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for  
21 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with  
22 the distribution of settlement benefits.

23 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**  
24 **ENTERED ACCORDINGLY.**



*Daniel L. Alexander*

Daniel L. Alexander / Judge

25 DATED: 08/27/2024

26 ~~THE HONORABLE MICHAEL C. KELLEY~~  
27 JUDGE OF THE SUPERIOR COURT  
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