

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)
Kyle R. Nordrehaug (SBN #205975)
Aparajit Bhowmik (SBN #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiff

**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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

$$\begin{matrix} 2 \\ 3 \\ 4 \end{matrix}$$

5
6
7
8
9
0
1

2
3
4
5
6
7
8
9
20
21
22
23
24

25
26
27

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.**

25
26 DATED: _____

27 THE HONORABLE MICHAEL C. KELLEY
28 JUDGE OF THE SUPERIOR COURT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28