

~~[PROPOSED]~~ ORDER

1 1. The Court finds on a preliminary basis that the Settlement memorialized in the
2 Settlement Agreement appears to be fair, adequate, and reasonable, and therefore meets the
3 requirements for preliminary approval.

4 2. The Court conditionally certifies for settlement purposes only the following class:

5 All persons who are employed or have been employed by LAHH
6 in the State of California as hourly, non-exempt employees at any
7 time within the period beginning January 26, 2019, and ending on
8 the date the Court grants preliminary approval or February 9, 2024,
9 whichever is earlier.
10

11 3. The Court finds, for purposes of settlement only, that the Class meets the
12 requirements for certification under Section 382 of the California Code of Civil Procedure in that:
13 (1) the Class is so numerous that joinder is impracticable; (2) there are questions of law and fact
14 that are common, or of general interest, to all Settlement Class Members, which predominate over
15 individual issues; (3) the named Plaintiff's claims are typical of the claims of the Class; (4) the
16 named Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class;
17 and (5) a class action is superior to other available methods for the fair and efficient adjudication
18 of the controversy.

19 4. The Court appoints for settlement purposes only Plaintiff as Class Representative.
20 An enhancement award of \$7,500 to Plaintiff is conditionally approved and will be determined at
21 final approval.
22

23 5. The Court appoints for settlement purposes only Koul Law Firm as Class Counsel.
24 The proposed payment to Class Counsel for reasonable attorneys' fees is an amount not to exceed
25 thirty-three and one-third percent (33.33%) of the Gross Settlement Amount (\$298,194), which
26 will be determined at final approval. The proposed payment to Class Counsel for Litigation Costs
27 in the amount not to exceed \$25,000 is conditionally approved and will be determined at final
28 approval.

1 6. The Court appoints ILYM Group, Inc. as the Settlement Administrator. The
2 proposed payment of the Settlement Administration Costs in an amount not to exceed \$11,000 to
3 ILYM for its services is conditionally approved and will be determined at final approval.

4 7. The Parties are ordered to carry out the Settlement according to the terms of the
5 Settlement Agreement.

6 8. The Court orders the following implementation schedule:

7 a. Deadline for Defendant to submit Class Data to the Settlement Administrator:
8 within twenty-one (21) days after entry of the Preliminary Approval Order;

9 b. Deadline for Class Members to postmark written objections, challenges to Class
10 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion (Opt-Out) related to the
11 Settlement: Within forty-five (45) days for initial mailing of Notice Packet; to be extended by
12 fourteen (14) days for remailing;

13 c. Deadline for serving and filing Motion for Final Approval: Sixteen (16) court days
14 before Final Approval Hearing in conformity with Code of Civil Procedure section 1005;

15 d. Deadline for serving and filing Motion for Attorneys' Fees Award, Cost Award,
16 and Class Representative Enhancement Payment: Sixteen (16) court days before the Final
17 Approval Hearing in conformity with Code of Civil Procedure section 1005;

18 e. Final Approval Hearing: ~~April 8, 2025~~, 2024 at 9 a.m. a.m./p.m.

19 9. The Court approves as to form and content the Notice as to the Settlement
20 Agreement of the proposed Settlement, which advises Class Members and PAGA Aggrieved
21 Employees of the Settlement terms, the preliminary approval of the Settlement, and the scheduling
22 of the Final Approval Hearing.

23 10. The Court finds that the timing for the mailing and distribution of the Notice meet
24 the requirements of due process, provide the best notice practicable under the circumstances, and
25 constitute due and sufficient notice to all persons entitled thereto. The Court directs the mailing
26 of the Notice to all identified Class Members in accordance with the Settlement Agreement.
27
28

PROOF OF SERVICE

Case No. 23STCV02144

Medina, et al. v. LA Huntington Healthcare LLC.

I, IVETTE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On May 8, 2024, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL

 X **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

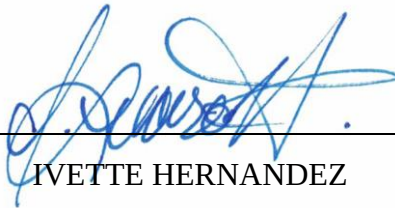
on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Brian Selvan, Esq.
Walraven & Westerfeld LLP
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Attorneys for Defendant LA Huntington Healthcare LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this May 8, 2024, in Los Angeles, California.



IVETTE HERNANDEZ