

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION**

LAURA RUSSELL, an Individual,

Plaintiff,

v.

SOUTHERN CALIFORNIA PERMANENTE
MEDICAL GROUP, INC. a/k/a SOCAL
PERMANENTE MEDICAL GROUP, a California
Corporation; KAISER PERMANENTE
INTERNATIONAL, a California nonprofit
corporation; KAISER FOUNDATION
HOSPITALS, a California nonprofit corporation;
KAISER FOUNDATION HEALTH PLAN, INC.,
a California nonprofit corporation, and DOES 1-
20, Inclusive,

Defendants.

Case No. 37-2022-00034424-CU-OE-CTL

[PROPOSED] JUDGMENT

Hearing Date: August 21, 2026
Time: 10:30 AM

Judge: Hon. Judge Loren G. Freestone
Dept.: C-64

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

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3 The Motion for Approval of PAGA Settlement came before the Court, the Honorable Judge Loren G.
4 Freestone presiding, on August 21, 2026. The Court having considered the papers and arguments
5 submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

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7 1. All terms used herein shall have the same meaning as defined in the Settlement Agreement and
8 Release (the “Settlement”), a copy of which is attached hereto as **Exhibit 1**.

9
10 2. Pursuant to the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code
11 §§ 2699(s)(2), (s)(4), the Labor Workforce and Development Agency (“LWDA”) has been given notice
12 of the Settlement. In particular, on the date Plaintiff filed the motion seeking approval of the Settlement
13 with the Court, Plaintiff submitted to the LWDA a Notice of Settlement enclosing a copy of the
14 Settlement. Plaintiff’s Notice of Settlement to the LWDA complied with the requirements of PAGA.

15
16 3. The Court confirms approval of the Settlement as to the following group of individuals,
17 collectively referred to as the “Aggrieved Employees”: All current and former employees of Defendant
18 Southern California Permanent Medical Group (“Defendant”) in the State of California classified as
19 exempt who were Licensed Clinical Social Workers or Licensed Marriage and Family Therapists and
20 who worked in job codes 66530, 66531, or 66565 as regularly-scheduled member of the “crisis team” at
21 San Diego Medical Center, Zion Medical Center, and San Marcos Medical Center, from June 22, 2021
22 to the date the Court enters an order approving the settlement.

23
24 4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved
25 Employees, and over those persons and entities undertaking affirmative obligations under the
26 Settlement.

27
28 5. The Settlement is approved under Cal. Lab. Code § 2699(s)(2).

6. The Court approves the following release of claims: PAGA Members, Plaintiff, and the State of

1 California (through Plaintiff as a Private Attorney General) shall release Defendant and its present and
2 former affiliates and all of their officers, directors, employees, agents, servants, registered representatives,
3 attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert
4 with any of them ("Released Parties") from all claims for PAGA penalties that were alleged, or reasonably
5 could have been alleged, based on the allegations stated in the Operative Complaint, or the PAGA Notice,
6 during the PAGA Period. The released claims include, but are not limited to, PAGA claims based on
7 exempt misclassification, failure to pay earned wages, minimum wages, overtime, on-call time, reporting
8 time pay, failure to provide meal periods, failure to authorize and permit rest breaks, failure to furnish
9 accurate wage statements, failure to maintain accurate records, forced patronage, failure to reimburse
10 expenses, and failure to pay all wages at termination.

11
12 7. The Gross Settlement Amount, Net Settlement Amount, and the methodology used to calculate
13 each Aggrieved Employee Settlement Award, in accordance with the Settlement is approved under Cal.
14 Lab. Code § 2699(s)(2).

15
16 8. The Court authorizes the Settlement Administrator to calculate and pay the Aggrieved Employee
17 Settlement Awards, in accordance with the terms of the Settlement.

18
19 9. The Court awards ILYM Group Inc., the Settlement Administrator, in this Action its fees and
20 costs in the amount of \$2,650.00 to be paid from the Gross Settlement Amount.

21
22 10. The Court approves the allocations and payment of Eighty Thousand Dollars (\$80,000.00) for
23 the compromise of claims brought under PAGA, to be paid in accordance with the terms of the
24 Settlement.

25
26 11. Under the terms of the Settlement, 75% of the Net Settlement Amount will be paid to the State of
27 California Labor Workforce Development Agency ("LWDA Payment"); the remaining amount of the
28 Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance with the terms of
the Settlement.

1 12. Checks for Aggrieved Employee Settlement Awards sent to Aggrieved Employees shall be valid
2 for 180 days after issuance. Funds remaining from any checks for any Aggrieved Employee Settlement
3 Awards uncashed after 180 days will be disbursed to the California State Controllers' Office Unclaimed
4 Property Fund.

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6 13. The Court approves reasonable attorneys' fees in the amount of \$32,000.00 to Plaintiff's counsel
7 in the Action.

8
9 14. The Court approves reasonable costs in the amount of \$20,000.00 to Plaintiff's counsel in the
10 Action.

11 15. The Court retains exclusive and continuing jurisdiction over this Action for the purposes of
12 supervising, administering, implementing, interpreting, and enforcing this Order, as well as the
13 Settlement.

14
15 16. Nothing in this Judgment or the Settlement shall be construed as an admission or concession by
16 any party. The Settlement and this resulting Judgment simply represent a compromise of disputed
17 allegations.

18
19 17. Plaintiff is directed to submit a copy of this Judgment to the LWDA within 10 days of the date of
20 this Order.

21
22 18. After the Settlement Administrator pays all amounts due under the Settlement Agreement, the
23 Parties shall notify the Court, and the Court will enter Judgment releasing Defendant from all claims in
24 the Action as set forth in the Settlement Agreement and shall dismiss the Action with prejudice.

25
26 **IT IS SO ORDERED.**
27
28

1 DATED: _____

2 JUDGE OF THE SUPERIOR COURT
3 HON. JUDGE LOREN G. FREESTONE