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 on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

CYNTHIA WILLIAMS, individual on
 behalf of herself and others similarly
 situated,

Plaintiff,

vs.

ALHAMBRA HOSPITAL MEDICAL
 CENTER L.P., a California limited
 partnership, and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 23STCV29202

CLASS ACTION

Assigned for All Purposes
 Hon. Carolyn B. Kuhl
 Department: 12

**[PROPOSED] ORDER GRANTING
 MOTION FOR FINAL APPROVAL OF
 CLASS AND PAGA ACTION
 SETTLEMENT AGREEMENT AND
 RELEASE AND ENTERING JUDGMENT**

*[Filed concurrently with Notice of Motion and
 Motion; Memorandum of Points and Authorities;
 and Declarations of Enoch J. Kim, Madely
 Nava, and Cynthia Williams]*

Date: January 20, 2026
 Time: 10:30 a.m.
 Dept.: 12

Original Complaint Filed: November 30, 2023
 First Amended Complaint: March 26, 2024
 Second Amended Complaint: March 17, 2025
 Trial Date: None Set

ORDER

This matter having come before the Court on January 20, 2026, at 10:30 a.m. in Department 12 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, for a scheduled Final Approval Hearing and entry of an Order Granting Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement Agreement and Release ("Final Approval Order") consistent with the Court's July 8, 2025 Amended Order Granting Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement Agreement ("Preliminary Approval Order"), and as set forth in the Class and PAGA Action Settlement Agreement and Release and Amendment to Class and PAGA Action Settlement Agreement and Release (together, "Settlement Agreement" or "Settlement") entered into between Plaintiff CYNTHIA WILLIAMS (hereinafter "Plaintiff"), on behalf of herself and all other similarly situated employees of Defendant ALHAMBRA HOSPITAL MEDICAL CENTER L.P. ("Defendant") (collectively, "the Parties") and Defendant, and due and adequate notice having been given to Class Members as required by the Preliminary Approval Order, and the Court having considered all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of all current and former hourly-paid and/or nonexempt employees who worked for Defendant in California during the Class Period, which is February 4, 2020 to December 30, 2024 (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Settlement, the Court has jurisdiction over the subject

1 matter of this proceeding and over all parties to this proceeding, including all Class Members. In
2 addition, the Court has personal jurisdiction over all Class Members with respect to the Action and
3 the Settlement.

4 4. Distribution of the Notice of Class and PAGA Action Settlement (“Class Notice”)
5 directed to the Class Members, as set forth in the Settlement Agreement, has been completed in
6 conformity with the Preliminary Approval Order, including individual notice to all Class Members
7 who could be identified through reasonable effort, and was the best notice practicable under the
8 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the
9 matters set forth in the Preliminary Approval Order, including the proposed Settlement as set forth
10 in the Settlement Agreement and fully satisfied the requirements of California law, the California
11 and United States Constitutions (including the Due Process Clause), the requirements of Code of
12 Civil Procedure § 382 and California Rules of Court rule 3.766, and any other applicable law. The
13 Class Notice also provided due and adequate notice to Class Members of their right to exclude
14 themselves from the Settlement, as well as their right to object to the proposed Settlement.

15 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
16 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
17 reference, the Court finds the Settlement was entered into in good faith and further finds that the
18 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
19 Class Members. Plaintiff has satisfied the standards and applicable requirements for final approval
20 of this class action Settlement under California law, including the provisions of California Code of
21 Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23,
22 approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821
23 (1971).

24 6. The Court approves the Settlement as set forth in the Settlement Agreement and finds
25 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
26 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
27 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length
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1 negotiations. In granting final approval of the Settlement Agreement, the Court considered the nature
2 of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement
3 proceeds among the Participating Class Members, and the fact that a settlement represents a
4 compromise of the Parties' respective positions rather than the result of a finding of liability at trial.
5 Additionally, the Court finds that the terms of the Settlement Agreement had no obvious deficiencies
6 and did not improperly grant preferential treatment to any individual Class Member. Accordingly,
7 the Court finds that the Settlement Agreement was entered into in good faith.

8 7. As of the date Defendant fully funds the Gross Settlement Amount, Plaintiff, all
9 Settlement Class Members, and all Aggrieved Employees shall be bound by the releases set forth in
10 the Settlement Agreement.

11 8. Zero individuals opted out from the Settlement, therefore there are 775 Settlement
12 Class Members.

13 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
14 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
15 alleged in the Action, nor is this Final Approval Order a finding of the validity of any claims in the
16 Action, or of any wrongdoing by Defendant or any of the other Released Parties.

17 10. The Court confirms D.Law, Inc. as Class Counsel and finds that Class Counsel has
18 adequately represented the Class for purposes of entering into and implementing the Settlement.

19 11. The Court finds the \$750,000.00 Gross Settlement Amount provided for under the
20 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund
21 the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the
22 following deductions from the Gross Settlement Amount: \$250,000.00 for attorneys' fees to Class
23 Counsel; (2) \$19,344.89 for attorneys' costs to Class Counsel; (3) a Class Representative
24 Enhancement and Service Award of \$10,000.00 to Plaintiff Cynthia Williams; (4) the PAGA
25 Payment of \$25,000.00 for claims asserted under California's Private Attorneys General Act
26 ("PAGA"), of which 65% will be payable to the California Labor and Workforce Development
27 Agency ("LWDA") and 35% will be payable to the Aggrieved Employees on a *pro rata* basis
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1 (“PAGA Settlement Payment”); and (5) \$13,000.00 for Settlement Administration Costs to Apex
2 Class Action, LLC (“Apex”). The Net Settlement Amount available for distribution to the Class is
3 approximately \$432,655.11.

4 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
5 set forth in Class Counsel’s application, an award of attorneys’ fees in the amount of \$250,000.00
6 and for costs and expenses in the amount of \$19,344.89 as final payment for and complete
7 satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel is
8 hereby granted. The Court finds that Class Counsel’s request falls within the range of reasonableness
9 and that the result achieved justifies the award and that the requested expenses were reasonably
10 incurred. The payment of attorneys’ fees and costs to Class Counsel shall be made from the Gross
11 Settlement Amount in accordance with the terms of the Settlement Agreement.

12 13. It is ordered that a Class Representative Enhancement and Service Award of
13 \$10,000.00 for Plaintiff Cynthia Williams is fair and reasonable as a service award for her service
14 to the Class.

15 14. The Court further approves the payment of \$13,000.00 to Apex Class Action, LLC
16 to cover the costs of administration as provided for in the Settlement Agreement. The payment
17 authorized by this paragraph shall be made in accordance with the terms of the Settlement
18 Agreement.

19 15. The Court also approves a payment of \$25,000.00 for claims asserted under PAGA
20 (“PAGA Payment”), with 65% of the PAGA Payment (\$16,250.00) payable to the LWDA and the
21 other 35% (\$8,750.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the
22 Settlement Agreement). The PAGA Payment is included in, and shall come from, the Gross
23 Settlement Amount. The PAGA Payment shall be made from the Gross Settlement Amount in
24 accordance with the terms of the Settlement Agreement.

25 16. The Court finds the settlement payments from the Net Settlement Amount provided
26 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
27 orders the calculations and the payments to be made and administered to the Settlement Class
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1 Members in accordance with the terms of the Settlement Agreement. The settlement payments
2 authorized by this paragraph shall be made in accordance with the terms of the Settlement
3 Agreement. It is also ordered that, 180 days after the date of distribution of Individual Settlement
4 Payments and PAGA Settlement Payments to Settlement Class Members and Aggrieved Employees,
5 all funds from any uncashed checks remaining in the Net Settlement Amount shall be distributed to
6 the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
7 California Civil Code § 1500, *et seq.*, for the benefit of those Settlement Class Members and
8 Aggrieved Employees who did not cash their checks until such time that they claim their property.

9 ~~17. The Court shall examine the final accounting at a Compliance Hearing set on~~
10 ~~The final report of the administrator shall be filed by Nov. 30, 2026. A non-appearance case review~~
~~re the filing of the final report of the administrator is set for Dec. 2, 2026.~~

11 18. Defendant shall not be required to pay any additional amounts in connection with the
12 Settlement other than those amounts specifically set forth in the Settlement Agreement.

13 19. Without affecting the finality of the Settlement, this Final Approval Order, or Final
14 Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and
15 continuing jurisdiction over the above-captioned action and the Parties, including all Settlement
16 Class Members, relating to the Action and the administration, consummation, enforcement and
17 interpretation of the Settlement Agreement, this Final Approval Order, and for any other necessary
18 purpose.

19 20. The final order shall constitute the final judgment.

20 21. There is no reason to delay the enforcement of this Final Approval Order and the
21 Final Judgment.

22 **IT IS SO ORDERED.**

23
24 Dated: 01/20/2026, 2026



A handwritten signature in black ink, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

Honorable Carolyn B. Kuhl
Judge of the Superior Court