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

STEPHANIE BROWN, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

L.A. DOWNTOWN MEDICAL CENTER,
LLC, a limited liability company; L.A.
DOWNTOWN MEDICAL CENTER, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

07/25/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No.: 22STCV30484

[Honorable Lawrence P. Riff, Department 7]

[PROPOSED] JUDGMENT

[Filed with Plaintiff Stephanie Brown's Notice of
Motion and Motion for Approval of Private
Attorneys General Act Settlement Agreement,
Declaration of Kane Moon, Declaration of Eric
Springer, and [Proposed] Order]

PAGA APPROVAL HEARING:

Date: July 25, 2024

Time: 1:45 p.m.

Dept.: 7

Complaint Filed: September 19, 2022

Trial Date: Not Set

1 **JUDGMENT**

2 Plaintiff Stephanie Brown (“Plaintiff”) seeks approval of the Private Attorneys General Act
3 Settlement Agreement (“Settlement”) entered into by Plaintiff and Defendant L.A. Downtown
4 Medical Center, LLC (“Defendant”) (Plaintiff and Defendant, the “Parties”) in full resolution of the
5 above-captioned representative action (the “Action”).

6 The Court having duly considered Plaintiff Stephanie Brown’s Notice of Motion and Motion
7 for Approval of Private Attorneys General Act Settlement Agreement (“PAGA Approval Motion”),
8 the supporting Declarations and Exhibits therein, and all papers filed and proceedings had herein;
9 having reviewed the record in the Action; and good cause appearing, **IT IS HEREBY ADJUDGED**
10 **AND DECREED AS FOLLOWS:**

11 1. The Court, for purposes of this Judgment, refers to all defined terms and provisions as
12 set forth in the Settlement, which is attached to the Declaration of Kane Moon in Support of Plaintiff’s
13 PAGA Approval Motion filed herewith as **Exhibit 2**.

14 2. The Court hereby grants the PAGA Approval Motion and accepts and approves the
15 Settlement.

16 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
17 asserted in the Action and is authorized to act as private attorney general with respect to the PAGA
18 claims being released under the terms of the Settlement. The California Labor and Workforce
19 Development Agency (“LWDA”) was provided with notice of the Settlement via online submission,
20 and no objection has been received to the Settlement from the LWDA.

21 4. The obligations set forth in the Settlement are deemed part of this Judgment, and the
22 Parties and Administrator are ordered to carry out the Settlement according to its terms and provisions.

23 5. **Release of Claims.** Pursuant to the requirements of Labor Code sections 2698, et seq.,
24 Plaintiff is the designated agent of the LWDA and is proceeding as a private attorney general by
25 bringing this enforcement action to recover civil penalties on behalf of the LWDA and Aggrieved
26 Employees. The Parties agree, and Plaintiff agrees, that effective on the date Defendant fully funds
27 the entire Gross Settlement Amount, the LWDA shall release the Released Parties from any claim for
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1 civil penalties arising out of the Released Claims. As consideration for this release, the LWDA shall
2 receive 75% of the PAGA Penalties, consistent with the requirements of Labor Code sections 2698, et
3 seq.; and the Aggrieved Employees shall receive 25% of the PAGA Penalties consistent with the
4 requirements of Labor Code sections 2698, et seq. *Settlement*, ¶ 5.

- 5 a. “Released Parties” means Defendant and each of its former and present
6 directors, officers, shareholders, owners, members, attorneys, insurers,
7 predecessors, successors, assigns, subsidiaries, and affiliates. *Id.* at ¶ 1.28.
- 8 b. *Plaintiff’s Release*. Effective on the date Defendant fully funds the Gross
9 Settlement Amount, Plaintiff and her respective former and present spouses,
10 representatives, agents, attorneys, heirs, administrators, successors, and
11 assigns, will be deemed to release the Released Parties from all claims,
12 transactions, or occurrences that occurred during her employment with
13 Defendant, including, but not limited to all claims that were, or reasonably
14 could have been, alleged based on the facts contained in the operative
15 Complaint and PAGA Notice (“Plaintiff’s Release”). *Id.* at ¶ 5.1. Plaintiff’s
16 Release does not extend to any claims or actions to enforce this Agreement, or
17 to any claims for vested benefits, unemployment benefits, disability benefits,
18 social security benefits, workers’ compensation benefits that arose at any time,
19 or based on occurrences outside the PAGA Period. Plaintiff acknowledges that
20 she may discover facts or law different from, or in addition to, the facts or law
21 that Plaintiff now knows or believes to be true but agrees, nonetheless, that
22 Plaintiff’s Release shall be and remain effective in all respects,
23 notwithstanding such different or additional facts or Plaintiff’s discovery of
24 them. *Settlement*, ¶ 5.1.1. Plaintiff specifically stipulates and agrees that, upon
25 the date on which the Approval Order becomes “Final,” she shall be deemed to
26 have expressly waived and relinquished, to the fullest extent permitted by law,
27 the provisions, rights and benefits of Section 1542 of the California Civil
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1 Code, or any other similar provision under federal or state law, which
2 provides: “A general release does not extend to claims that the creditor or
3 releasing party does not know or suspect to exist in his or her favor at the time
4 of executing the release and that, if known by him or her would have
5 materially affected his or her settlement with the debtor or released party.” *Id.*
6 at ¶ 5.1.2.

7 c. *Release by Aggrieved Employees.* Effective on the date Defendant fully funds
8 the Gross Settlement Amount, the Aggrieved Employees and their respective
9 former and present representatives, agents, attorneys, heirs, administrators,
10 successors, and assigns, will be deemed to release the Released Parties from (i)
11 all PAGA claims asserted in the Operative Complaint and PAGA Notice, (ii)
12 all PAGA claims that could reasonably have been asserted in the Operative
13 Complaint and PAGA Notice, and (iii) all PAGA claims arising out of the
14 same operative facts, including claims for civil penalties under PAGA for
15 violations of the California Labor Code based on Defendant’s failure to pay all
16 wages due (including minimum wages, straight time wages, regular rate
17 wages, and overtime wages), failure to provide compliant meal periods, failure
18 to authorize and permit compliant rest periods, failure to provide accurate
19 itemized wage statements, failure to timely pay all wages due during
20 employment and at the time of termination, failure to reimburse employees for
21 all business-related expenses, and all damages, interest, penalties, attorneys’
22 fees, costs, and other amounts recoverable under said representative causes of
23 action under California law, to the extent permissible (“Released Claims”).
24 *Settlement*, ¶ 5.2.

25 d. *Release by PAGA Counsel.* Effective on the date Defendant fully funds the
26 Gross Settlement Amount, PAGA Counsel and their present and former
27 attorneys, employees, agents, successors, and assigns, will be deemed to
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1 release the Released Parties from all claims for fees or expenses incurred in
2 connection with the claims alleged in the Operative Complaint and the facts
3 stated in the Operative Complaint and the PAGA Notice. *Settlement*, ¶ 5.3.

4 6. The Settlement is not an admission by Defendant, nor is this Judgment a finding of the
5 validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment, the Settlement,
6 any document referred to herein, nor any action taken to carry out the Settlement, may be used as an
7 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
8 Defendant. *Id.*, at ¶ 9.2.

9 7. Defendant shall pay the LWDA, Aggrieved Employees, PAGA Counsel, Plaintiff and
10 Administrator pursuant to the terms of the Settlement:

- 11 a. A payment in the amount of \$249,204.68, payable to the LWDA for civil
12 penalties, pursuant to PAGA;
- 13 b. A payment in the amount of \$83,068.23, payable to the Aggrieved Employees
14 on a pro rata basis for civil penalties, pursuant to PAGA;
- 15 c. An award of \$179,166.67, payable to PAGA Counsel, Moon Law Group, P.C.,
16 for reasonable attorneys' fees, pursuant to PAGA;
- 17 d. An award of \$12,043.42, payable to PAGA Counsel, Moon Law Group, P.C.,
18 for reasonable attorneys' costs, pursuant to PAGA;
- 19 e. An award of \$10,000.00, payable to the PAGA Representative, Stephanie
20 Brown, for her work in litigating the Action and general release; and
- 21 f. A payment in the amount of \$4,017.00, payable to the Administrator,
22 Simpluris, Inc., for settlement administration costs.

23 8. The Court approves of the Notice of PAGA Representative Action Settlement attached
24 to the Settlement as **Exhibit A** to be sent by the Administrator to the Aggrieved Employees along with
25 their respective Individual PAGA Payment.

26 9. The Court appoints Simpluris, Inc. as the Administrator.
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10. The Court appoints Plaintiff's counsel of record Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C. as PAGA Counsel.

11. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court. Defendant and the Released Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or for any other charge, expense, or liability relating to the Released PAGA Claims and shall be released from all claims as set forth in the Settlement and in this Order.

12. This Action is dismissed with prejudice.

13. Plaintiff shall submit a copy of this Judgment to the LWDA within thirty (30) calendar days after entry hereof.

14. Pursuant to California Code of Civil Procedure section 664, this Court shall retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. *Settlement*, ¶ 8.1.

15. The Court sets a ~~Compliance Hearing~~ ^{non-appearance case review} re: Distribution on April 14, 2025 at 9:00 a.m./p.m. in Department 7, 2025 at 9:00 a.m./p.m. in Department 7. PAGA Counsel are ordered to file a final report and declaration by the Administrator regarding settlement distribution no later than five (5) court days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing if the Administrator's declaration reports that all the distributions under the Agreement are complete.

IT IS SO ORDERED.

Dated: 07/25/2024

Hon. Lawrence P. Riff
Judge of the Los Angeles County Superior Court



Lawrence P. Riff / Judge