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on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – HALL OF JUSTICE**

ALEXANDRIA ILENE KABITZKE on behalf
of herself and all others similarly situated,

Plaintiff,

v.

CENTRO DE SALUD DE LA COMUNIDAD
DE SAN YSIDRO d/b/a SAN YSIDRO
HEALTH, a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. 37-2022-00046873-CU-OE-CTL
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Gregory Pollack
DEPT: 71

**[PROPOSED] ORDER AND
JUDGEMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

WHEREAS, this action is pending before this Court as a putative class action (the
“Action”); and

WHEREAS, Plaintiff Alexandria Ilene Kabitzke, through an unopposed motion for final
approval, has applied to this Court for an order and judgment of final approval of the settlement
of the Action in accordance with the Stipulation of Class Action and PAGA Settlement and
Addendum thereto (“Settlement Agreement”), which sets forth the terms and conditions for a

1 proposed settlement and final resolution of the Action upon the terms and conditions set forth
2 therein; and

3 WHEREAS the Court, having read and considered the Settlement Agreement and any
4 exhibit annexed thereto, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED,
5 AND DECREED that the Motion for Final Approval of Class Action and PAGA Settlement is
6 GRANTED, subject to the following findings and orders

7 NOW, THEREFORE, IT IS HEREBY ORDERED:

8 1. This Order incorporates by reference the definitions in the final version of the
9 Settlement Agreement which has been filed with the Court and all terms defined therein shall
10 have the same meaning in this Order as set forth in the Settlement Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation and over the
12 Parties to this litigation, including all Class Members.

13 3. The Court hereby grants final approval to and certifies the Class for settlement
14 purposes only. For the purposes of this settlement, the Class is defined as: all persons employed
15 by San Ysidro Health and classified as a nonexempt, hourly-paid employee from December 15,
16 2016, to March 24, 2023.

17 4. The Court finds that, for purposes of this settlement, Aggrieved Employees shall
18 mean those persons employed by Defendant as non-exempt employees in the State of California
19 at any time during the PAGA Period of April 20, 2020 to March 24, 2023.

20 5. The Court finds the distribution of Notice of Class Action and PAGA Settlement
21 (“Class Notice”) has been completed. The Class Notice constituted notice that was reasonably
22 calculated under the circumstances to apprise Class Members of the pendency of the Action, the
23 Settlement and its terms, and their right to exclude themselves from or object to the proposed
24 Settlement and to appear at the Final Approval Hearing. The Class Notice was reasonable and
25 constituted due, adequate, and sufficient notice to all persons entitled to receive notice and met
26 all applicable requirements of due process, and any other applicable rules or law. The Class
27 Notice fully satisfies due process requirements. The Class Notice was sent via U.S. Mail to all
28 persons entitled to such notice and to all Class Members who could be identified through

1 reasonable effort. As executed, the Class Notice was the best notice practicable under the
2 circumstances.

3 6. The Court finds that the Labor & Workforce Development Agency (“LWDA”)
4 has been provided timely and adequate notice of the proceedings in this matter and has made no
5 objections to the proceedings or to the Settlement of this matter.

6 7. The Court finds that there have been three (3) Requests for Exclusion from and no
7 Objections to the Settlement.

8 8. The Court hereby approves the terms set forth in the Settlement Agreement and
9 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
10 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
11 the Settlement Agreement has been reached as a result of informed and non-collusive arm’s-
12 length negotiations. The Court further finds that the parties have conducted extensive
13 investigation and research, and their attorneys were able to reasonably evaluate their respective
14 positions. The Court also finds that settlement now will avoid additional and potentially
15 substantial litigation costs, as well as delay and risks if the parties were to continue to litigate the
16 case. The Court has reviewed the monetary recovery being provided as part of the Settlement and
17 recognizes the value accorded to Class Members.

18 9. Neither this Settlement Agreement nor this Order is an admission by Defendant or
19 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this
20 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to
21 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of
22 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

23 10. Defendant shall fund the Settlement, and the Settlement Administrator will
24 distribute settlement payments, pursuant to the procedures described in the Settlement
25 Agreement.

26 11. The Court confirms Named Plaintiff Alexandria Ilene Kabitzke, as the Class
27 Representative. The Court hereby approves the class representative service awards of Ten
28 Thousand Dollars (\$10,000) to Ms. Kabitzke and of Twenty Thousand Dollars (\$20,000) to each

1 of the Intervenor, Audrey Heredia and Jacqueline Hernandez for their services to the Class. The
2 Court finds that this amount is fair and reasonable in light of Plaintiff's and Intervenor's
3 contributions to the litigation and risks absorbed. The payment of the Class Representative
4 Service Awards shall be made in accordance with the terms of the Settlement.

5 12. The Court hereby confirms James R. Hawkins, Isandra Fernandez, and Lance
6 Dacre, of the law firm of James Hawkins APLC, as Class Counsel.

7 13. The Court hereby awards attorneys' fees in the amount of One Million One
8 Hundred Sixty Thousand Dollars (\$1,160,000) (i.e., 40% of the Maximum Settlement Amount
9 of Two Million Nine Hundred Thousand Dollars (\$2,900,000) and costs and expenses of One
10 Hundred Sixty- Eight Thousand Seven Hundred Four Dollars and Fifty- Two Cents
11 (\$168,704.52) to Class Counsel and Intervenor's Counsel. The Court finds that the attorneys'
12 fees and costs requested were reasonable in light of the relevant factors under California law.
13 The payment of fees and costs to Class Counsel and Intervenor's Counsel shall be made in
14 accordance with the terms of the Settlement.

15 14. The Court grants final approval of the payment of One Hundred Thousand Dollars
16 (\$100,000) in penalties under the Private Attorneys General Act ("PAGA") Lab. Code § 2699 *et*
17 *seq.* Of that amount, 75% equaling Seven Thousand Five Hundred Dollars (\$75,000) shall be
18 paid to the LWDA and 25% equaling Two Thousand Five Hundred Dollars (\$25,000) shall be
19 paid to the Aggrieved Employees. The payments authorized by this paragraph shall be made in
20 accordance with the terms of the Settlement.

21 15. The Court further approves the payment of Thirty Thousand Dollars (\$30,000) to
22 ILYM Group, Inc. as the Settlement Administrator for the fees and costs of administering the
23 settlement as set forth in the Settlement Agreement. The payment authorized by this paragraph
24 shall be made in accordance with the terms of the Settlement.

25 16. Defendant shall have no further liability for costs, expenses, interest, attorneys'
26 fees, or for any other charge, expense, or liability, except as provided in the Settlement
27 Agreement.
28

17. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable.

18. Pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure section 664.6, the Court shall have and retain continuing jurisdiction over this action and the parties and Class Members, including after the entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this Order and Judgment.

19. Counsel shall submit a Final Accounting Report at least ten (10) calendar days prior to the date of the Final Accounting.

20. The Court sets a Final Accounting Hearing on _____, 2025, at 9:30 a.m. in Department 71 of the above-entitled court.

IT IS SO ORDERED.

Dated: _____

Hon. Gregory Pollack
Judge of the San Diego County Superior Court