

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Roman Otkupman, CSBN 249423
Roman@OLFLA.com
Nidah Farishta, CSBN 312360
Nidah@OLFLA.com

OTKUPMAN LAW FIRM, A LAW CORPORATION
5743 Corsa Ave., Suite 123,
Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile: (888) 850-1310

Attorneys for Plaintiffs,
KEVIN TOBIN and ROSA FALDON, on behalf of the general public as private attorney general.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

KEVIN TOBIN and ROSA FALDON,
on behalf of the general public as private
attorney general,

Plaintiffs,

v.

ADVENTIST HEALTH SYSTEM/WEST,
a California Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No.: S-CV-0049484

**[PROPOSED] ORDER AND
JUDGMENT APPROVING
SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT
CLAIMS**

1 **[PROPOSED] ORDER AND JUDGMENT APPROVING SETTLEMENT OF PRIVATE**
2 **ATTORNEYS GENERAL ACT CLAIMS**

3 WHEREAS, the action pending before this Court is an alleged representative action under
4 the Private Attorneys General Act of 2004; and

5 WHEREAS, the Court has considered the Parties' PAGA Settlement Agreement and the
6 documents and evidence in support thereof;

7 The Court understands that the Settlement Agreement sets forth the terms and conditions
8 for a proposed settlement and entry of judgment. Based on a review of the submissions by the
9 Parties, and good cause appearing;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. All terms used in the Settlement Agreement shall have the same meaning as
12 defined therein.

13 2. The terms of the Settlement Agreement are fair, adequate, and reasonable, and
14 therefore, are approved by the Court. The Parties to this Action are directed to perform in
15 accordance with the terms set forth in the Settlement Agreement.

16 3. The Court finds that Plaintiffs have satisfied the prerequisites under California
17 Labor Code section 2699.3, including and not limited to providing the Labor and Workforce
18 Development Agency ("LWDA") and Defendant notice of the specific provisions of the Labor
19 Code alleged to have been violated, including and not limited to the facts and theories to support
20 the alleged violations.

21 4. The "Aggrieved Employees" covered under the Settlement consist of the following
22 individuals: All current and former non-exempt or hourly paid employees of Defendant who have
23 worked in a Revenue Cycle or IT Department, as those terms are defined in the Settlement
24 Agreement, in the State of California between October 19, 2019 and the date of this Order or
25 October 15, 2024, whichever is earlier.

26 5. Defendant shall fund the Gross Settlement Amount of \$1,865,000.00 with the
27 Settlement Administrator no later than forty-five (45) days after the Effective Date. The Gross
28

1 Settlement Amount shall not increase, except as provided in the escalator provision in paragraph
2 4.1 of the Settlement Agreement.

3 6. Compensation to the LWDA and the Aggrieved Employees shall be effected
4 pursuant to the terms of the Settlement Agreement.

5 7. The Court hereby approves of the payment of attorneys' fees to Plaintiffs' Counsel
6 in the sum of \$620,400.00 and costs in the sum of \$22,343.58 to be effected in the manner set
7 forth in the Settlement Agreement.

8 8. The Court hereby approves payment in the amount of \$27,576.15 to APEX Class
9 Action Administration ("APEX"), for performance of its settlement administration services,
10 pursuant to the not-to-exceed bid provided by APEX and attached as Exhibit 6 to the Declaration
11 of Roman Otkupman filed concurrently herewith.

12 9. The Court finds that PAGA does not require that notice of the Settlement be
13 provided to the Aggrieved Employees. Nevertheless, the Settlement Administrator is ordered to
14 distribute payments to Aggrieved Employees concurrently with the Notice of Settlement to
15 Aggrieved Employees as agreed upon by the Parties and included as Exhibit C to the Settlement
16 Agreement. The Court has reviewed and approves the Notice of Settlement to Aggrieved
17 Employees for distribution to the Aggrieved Employees at the same time that payments are
18 distributed to Aggrieved Employees.

19 10. No later than thirty (30) calendar days after the Effective Date, Defendant shall
20 provide the Administrator with a list containing the Aggrieved Employees' full names, last
21 known mailing addresses, Social Security numbers, and number of pay periods worked during the
22 PAGA Period, pursuant to the terms of the Settlement Agreement.

23 11. The Administrator is directed to mail the Individual PAGA Payments and the
24 Notice of Settlement to Aggrieved Employees within fourteen (14) calendar days of receipt of the
25 Gross Settlement Amount being fully funded, pursuant to the terms of the Settlement Agreement.

26 12. Upon entry of this Order, the LWDA and each and every Aggrieved Employee,
27 including Plaintiffs, shall be deemed and are deemed to have conclusively released and forever
28 discharged the Released Parties (*i.e.*, Defendant and each of its former and present directors,

1 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
2 subsidiaries, and affiliates) from the Released Claims, as defined in the Settlement Agreement. As
3 a result of this release, the Aggrieved Employees will be and are permanently barred and enjoined
4 from the institution or prosecution of all Released Claims against the Released Parties.

5 13. Neither the settlement, nor any term set forth in the Settlement Agreement, is an
6 admission of liability or any wrongdoing by the Released Parties. Defendant denies the
7 allegations and claims in this action. The Court's Order is not a finding of the validity or merits of
8 any claims in the lawsuit or of any wrongdoing by the Released Parties.

9 14. This Order is intended to be a final disposition of the lawsuit in its entirety and is
10 intended to be immediately appealable.

11 15. The Court shall retain jurisdiction with respect to all matters related to the
12 administration and consummation of the settlement.

13 16. The court hereby enters final judgment in this Action in accordance with the terms
14 of the Settlement Agreement.

15 17. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
16 calendar days after entry of this Order and Judgment.

17 18. Without affecting the finality of this Order, pursuant to California Code of Civil
18 Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court reserves
19 exclusive and continuing jurisdiction over this Action, Plaintiffs, the Aggrieved Employees, and
20 Defendant for the purposes of supervising the implementation, enforcement, construction, and
21 interpretation of the Settlement Agreement.

22 **IT IS SO ORDERED, ADJUDGED, AND DECREED, AND LET JUDGMENT BE**
23 **FORTHWITH ENTERED ACCORDINGLY.**

24
25 Dated: _____

26 HON. JUDGE OF THE SUPERIOR COURT