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Attorneys for Plaintiff and the aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

CARLOS BARRAZA, an individual, on behalf
of the State of California, as a private attorney
general,

PLAINTIFF,

v.

ALTA NEWPORT HOSPITAL, LLC DBA
FOOTHILL REGIONAL MEDICAL
CENTER; and DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 30-2023-01304199-CU-OE-CXC

[Hon. Layne H. Melzer in Dept. CX-102]

**SUPPLEMENTAL BRIEFING IN
SUPPORT OF MOTION FOR
APPROVAL OF REPRESENTATIVE
ACTION SETTLEMENT**

*[Filed concurrently with Declarations of
Kelsey M. Szamet and Peter Hering;
[Proposed] Revised Order, and Judgment]*

Date: June 12, 2025

Time: 2:00 P.M.

Dept.: CX-102

Complaint Filed:	January 26, 2023
FAC Filed:	April 3, 2023
SAC Filed:	September 16, 2024
Trial Date:	None Set

1 **I. INTRODUCTION**

2 Plaintiff Carlos Barraza (“**Plaintiff**”) submits this Supplemental briefing in support of his
3 Motion for Approval of Representative Action Settlement. The Motion was scheduled to be heard
4 on April 11, 2025. On April 10, 2025, the Court issued a detailed tentative ruling (the “**Tentative**
5 **Ruling**”) requesting additional briefing in support of the Motion and continued the hearing until
6 June 12, 2025. On April 11, 2025, the Parties agreed to submit on the Tentative Ruling to allow
7 time to address the Court’s issues. (Declaration of Kelsey M. Szamet ¶4)(Hereafter “**Szamet**
8 **Decl.**”)

9 **II. ISSUES IDENTIFIED IN TENTATIVE RULING**

10 A. Definition of “PAGA Employees”

11 The Second Amended Complaint (“**SAC**”), like the PAGA Notice and the Amended PAGA
12 Notice, defines “**Aggrieved Employees**” as “all non-exempt employees who are employed or
13 have been employed by Alta Newport Hospital, LLC” during the PAGA Period. The Parties
14 intended the Settlement to cover all hourly employees, as that was the definition of Aggrieved
15 Employees throughout the case, not just those employees who provide direct patient care or
16 support direct patient care. (Szamet Decl. ¶5; Declaration of Peter Hering (“**Hering Decl.**”),
17 ¶ 2.)

18 Nonetheless, in response to the Court’s question, Defendant reviewed the “PAGA
19 Employee” list and determined the vast majority of all “PAGA Employees” are healthcare
20 employees who provide direct patient care or support direct patient care. Only 31 of the 734
21 PAGA Employees do not provide patient care or support direct patient care. (Hering Decl., ¶ 3.)

22 Thus, the Parties believe the “PAGA Employee” definition is appropriate because the
23 primary issues were the same for the vast majority of employees. (Szamet Decl. ¶6.)

24 B. Monetary Valuation of Claims

25 Plaintiff provided a claim-by-claim analysis of the risks it perceived in this matter in the
26 Motion. (See Motion at 17-30.) The table below identifies Plaintiff’s monetary valuation for
27 each PAGA claim:
28

Claim	Number of Pay Periods with Violations	Maximum Penalties	Discounts for Risk	Adjusted Monetary Valuation
Wages/Overtime	24,452	\$2,445,200	90%	\$244,520
Meal Period	24,452	\$2,445,200	90%	\$244,520
Rest Period	24,452	\$2,445,200	90%	\$244,520
Reimbursement	24,452	\$2,445,200	90%	\$244,520
Wage Statement	24,452	\$1,222,600	90%	\$122,260
Payroll Record	24,452	\$2,445,200	90%	\$244,520
Sick Leave	24,452	\$2,445,200	90%	\$244,520
Wage Deduction	24,452	\$2,445,200	90%	\$244,520
Lower Wage Scale	24,452	\$2,445,200	90%	\$244,520
Rest Day	24,452	\$2,445,200	90%	\$244,520
Written Notice	24,452	\$2,445,200	90%	\$244,520
Waiting Time	24,452	\$2,445,200	90%	\$244,520
Total		\$28,119,800	90%	\$2,811,980

The table above shows maximum potential civil penalties were the Court to award \$100 per pay period per violation. (Szamet Decl. ¶7.) As discussed in the Motion (at p. 22), there is no authority to permit such “stacking” of penalties and Plaintiff does not believe that is a likely outcome here. (Szamet Decl. ¶8.) In looking to other bench awards for civil penalties for guidance, Plaintiff believes that 10-15% of the maximum civil penalty for one violation is a likely outcome. (Szamet Decl. ¶9.) Thus, splitting it down the middle, if the Court were to award 12.5% of the adjusted monetary valuation award of above, that amount is \$351,497.50 which is exactly in line with the proposed settlement amount here of \$359,679.00. (Szamet Decl. ¶10.)

1 C. Lack of Escalator Clause

2 The Parties specifically negotiated this issue. (Szamet Decl. ¶11; Hering Decl., ¶ 4.)
3 Before finalizing the Settlement Agreement, Defendant pulled all pay records for PAGA
4 Employees during the PAGA Period and asked its expert to determine the exact PAGA pay
5 period count at issue so that there would be no unanticipated change in the pay period count.
6 There are exactly 24,452 pay periods during the PAGA Period. (Hering Decl., ¶ 4.) Since the
7 exact number of pay periods is already known, no escalator necessary. Indeed, the specific
8 PAGA End Date was chosen, so that the number of pay periods would remain below 24,500.
9 (Hering Decl., ¶ 4.)

10 D. Plaintiff's Individual Settlement Agreement

11 The amount of Plaintiff's individual settlement is \$15,000.00. (Szamet Decl. ¶12.) The
12 amount of the requested Enhancement of \$5,000.00, which is on the low end of enhancement
13 awards, is reasonable in light of Plaintiff's participation in bringing this case and his work in
14 prosecuting the action on behalf of the State and all Aggrieved Employees. (Szamet Decl. ¶13;
15 Declaration of Carlos Barraza ["Barraza"], ¶¶3-9.)

16 E. Attorney Lodestar

17 1. Attorney Timerecords

18 Counsel for Plaintiff provides contemporaneous timerecords for the Court's review,
19 redacted as necessary for privilege and work-product concerns. (See Szamet Decl. ¶14 and Ex.
20 "A" thereto.)

21 2. Reduced Fee Request

22 Pursuant to the Court's comments in the tentative, Counsel for Plaintiff has reduced the
23 requested fee amount from 33.33% to 30%, which results in a revised fee request of
24 \$107,903.70. (Szamet Decl. ¶15.) Excluding any attorney time spent since the initial filing of
25 the Motion for Approval, a lodestar cross-check using the reduced fee request would result in a
26 multiplier of 1.61. (Szamet Decl. ¶16.)

27 ///

1 F. Current Cases Against Defendant

2 There is one other PAGA action pending against Defendant entitled Reginald Wolfe v.
3 Alta Hospitals System, LLC, et al., Los Angeles County Superior Court Case No. 24SMCV01636
4 (“*Wolfe* Action”), which names Defendant as one of the defendants in the action. (Hering Decl.,
5 ¶5.) The *Wolfe* Action was filed on April 5, 2024, and Defendant was not added as a named
6 defendant until June 26, 2024, long after this Action had been filed. Further, Defendant contends
7 that it is an improper defendant in that the *Wolfe* Action. To the extent Defendant has any liability
8 in the *Wolfe* Action, such liability is covered by the Settlement. (Hering Decl., ¶ 5.)

9 G. Revised Proposed Order

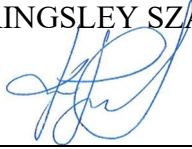
10 In response to the Tentative Ruling, Plaintiff has revised the proposed order. (Szamet Decl.
11 ¶17.)

12 **III. CONCLUSION**

13 Plaintiff and Plaintiff’s Counsel submit that the proposed Settlement as documented in the
14 Agreement and as revised herein pursuant to the Court’s tentative ruling is fair, adequate,
15 reasonable, and in the best interest of the Parties, all Aggrieved Employees and the State of
16 California. Plaintiff respectfully requests that the Court approve the Settlement and order that the
17 Settlement is carried out according to the terms of the Agreement as modified by the Order.

18
19 DATED: May 13, 2025

KINGSLEY SZAMET & LY

20
21 By: 

Kelsey M. Szamet
Attorneys for Plaintiff CARLOS BARRAZA and all
aggrieved employees

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On May 13, 2025, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL BRIEFING IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

RUTAN & TUCKER

Peter Hering

phering@rutan.com

Adrianna A. Rubino

arubino@rutan.com

Vicky Huang

vhuang@rutan.com

18575 Jamboree Road, 9th Floor

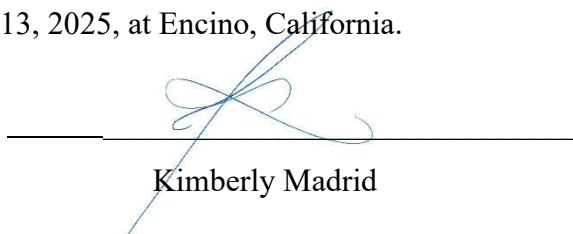
Irvine, CA 92612

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.govfa.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 13, 2025, at Encino, California.



Kimberly Madrid