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**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

[Case Assigned for All Purposes to Hon. Layne
H. Melzer in Dept. CX102]

**REVISED [PROPOSED] ORDER
GRANTING APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT**

Date: June 12, 2025

Time: 2:00 P.M.

Dept.: CX102

Complaint Filed: January 26, 2023

FAC Filed: April 3, 2023

SAC Filed: September 16, 2024

Trial Date: None Set

1 **[PROPOSED] ORDER**

2 The Motion for Approval of Representative Action Settlement (“**Motion**”) came before
3 this Court, the Honorable Layne H. Melzer, presiding. The Court, having considered the papers
4 submitted in support of the Motion, **HEREBY ORDERS THE FOLLOWING:**

5 Having considered Plaintiff’s Motion, and all legal authorities and documents submitted
6 in support thereof, including the PAGA Settlement Agreement (“**Settlement Agreement**” or
7 “**Settlement**”), attached to the Declaration of Kelsey M. Szamet as Exhibit “1”, and Plaintiff’s
8 Supplemental Briefing, and good cause appearing, IT IS HEREBY ORDERED that Plaintiff’s
9 Motion is GRANTED, subject to the following findings and orders:

- 10 1. Except as otherwise defined in this Order and Judgment (“**Order**”), all capitalized
11 terms have the same meaning as defined in the Settlement.
- 12 2. The California Labor Workforce and Development Agency (“**LWDA**”) has been
13 provided notice of the Settlement in accordance with the California Labor Code
14 Private Attorneys General Act (“**PAGA**”), California Labor Code § 2699(1)(2),
15 (1)(4). In particular, on the date Plaintiff filed the Motion, Plaintiff submitted to
16 the LWDA a notice of the Settlement enclosing a copy of the Settlement
17 Agreement. Plaintiff’s notice of the Settlement to the LWDA complied with the
18 notice requirements of PAGA.
- 19 3. The Court confirms approval of the Settlement as to the PAGA Employees and the
20 State of California.
- 21 4. The Court has jurisdiction over the subject matter of this litigation, over all PAGA
22 Employees, and over those persons undertaking affirmative obligations under the
23 Settlement.
- 24 5. The Settlement is approved under Labor Code § 2699(1)(2).
- 25 6. The PAGA Settlement Notice to PAGA Employees, attached as Exhibit 1 to this
26 Order, fairly and adequately describes the Action, the approved Settlement, and is
27 the best notice practicable under the circumstances.
- 28

1 7. The Court finds that each PAGA Employee, in accordance with the Settlement,
2 releases all Released PAGA Claims against the Released Parties.

3 a. **“PAGA Employees”** includes all non-exempt employees who worked at
4 Defendant Alta Newport Hospital, LLC dba Foothill Regional Medical
5 Center (**“Alta Newport”**) at any time between January 26, 2022, and
6 September 21, 2024 (the **“PAGA Period”**).

7 b. **“Released PAGA Claims”** means all PAGA claims that were or could
8 have been alleged against Alta Newport based upon the facts and
9 circumstances identified in 11, 2024, and in the Complaint, First Amended
10 Complaint, and Second Amended Complaint, filed in the PAGA Action
11 on behalf of the PAGA Employees, which arose during the PAGA Period.
12 Without limiting the foregoing, and in addition to the foregoing, the
13 release includes all civil penalties under California Labor Code Section
14 2699 et seq. for alleged failure to pay all wages, including overtime and
15 minimum wages; failure to provide meal periods and rest breaks; failure
16 to pay wages timely during employment; unlawful deductions; failure to
17 provide accurate wage statements; failure to provide paid sick leave and
18 pay sick pay at the regular rate of pay; failure to provide notice of material
19 terms of employment; unpaid business expenses (including, but not
20 limited to, use of personal cell phones and personal vehicles); failure to
21 pay reporting time pay; failure to timely pay wages upon termination;
22 failure to provide a day of rest; failure to maintain time and payroll
23 records; and failure to allow timely inspection of personnel file, pursuant
24 to the corresponding alleged violations of California Labor Code sections
25 201-204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 551-
26 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
27 1198.5, 2699, 2800, 2802, 2810.5, and the applicable IWC Wage Orders.

1 c. **“Released Parties”** means Alta Newport and each of its former and
2 present directors, officers, shareholders, owners, investors, members,
3 partners, managers, employees, attorneys, insurers, predecessors,
4 successors, assigns, subsidiaries, affiliates, parent companies, holding
5 companies, and any individual or entity which could be jointly liable with
6 Alta Newport.

7 8. The Court finds that, in accordance with the Settlement, Plaintiff Carlos Barraza,
8 and his respective former, present, and future spouses, representatives, agents,
9 attorneys (including PAGA Counsel), heirs, executors, administrators, successors,
10 and assigns generally, release and discharge Released Parties from all claims,
11 transactions, or occurrences (known or unknown) which they have, had or might
12 otherwise have had against the Released Parties from the beginning of time to the
13 date Plaintiff signs this Agreement, regarding any aspect of Plaintiff’s employment,
14 including, but not limited to: The Released PAGA Claims, any common law or
15 statutory torts (including invasion of privacy), any federal, state or governmental
16 constitution, statute, regulation or ordinance, and any claim for wages, tips, or any
17 other compensation or benefit. Further, the Court finds that Plaintiff has expressly
18 waived his rights under Section 1542 of the California Civil Code.

19 9. The Court approves the Gross Settlement Amount of \$359,679.00, as fair and
20 reasonable.

21 10. The Court approves CPT Group to act as the Settlement Administrator. The Court
22 approves payment to the Settlement Administrator in this Action its actual fees
23 and costs in accordance with the terms of the Settlement, not to exceed \$7,000.00.

24 11. The Court approves Eric B. Kingsley, Esq. and Kelsey M. Szamet, Esq. of Kingsley
25 Szamet & Ly, PC as PAGA Counsel.

26 12. The Court awards PAGA Counsel attorneys’ fees in the amount of \$107,903.70
27 and actual litigation costs of \$15,000.00, both of which the Court finds to be fair
28

and reasonable. The Court authorizes the Settlement Administrator to make these payments in accordance with the terms of the Settlement.

13. The Court approves the PAGA Penalties in the amount of \$224,775.30.

14. The Court finds that the LWDA PAGA Payment of \$168,581.47 as its share of the settlement of PAGA Penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay the LWDA PAGA Payment in accordance with the terms of the Settlement as modified by the Order.

15. The Court finds that the Net Settlement Amount of \$56,193.83 as the PAGA Employees' share of the settlement of PAGA Penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay Individual PAGA Payments in accordance with the terms of the Settlement.

16. The Court approves Plaintiff Carlos Barraza as the named PAGA representative.

17. The Court finds the Plaintiff's Enhancement Award of \$5,000.00 to the Plaintiff is fair and reasonable. The Court authorizes the Settlement Administrator to pay the Plaintiff's Enhancement Award in accordance with the terms of the Settlement as modified by the Order.

18. Checks for Individual PAGA Payments sent to PAGA Employees shall be valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed after 180 days will be transmitted to the California State Controller's Unclaimed Property Fund.

19. Upon completion of the Settlement, the Settlement Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court on or before _____.

20. A Final Accounting hearing will be held in Depart CX102 on _____.

21. Nothing in this Order or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and entry of judgement simply represent a compromise of disputed allegations.

EXHIBIT “1”

[Mailing Date]

NOTICE OF SETTLEMENT

Re. CARLOS BARRAZA v. ALTA NEWPORT HOSPITAL, LLC DBA FOOTHILL REGIONAL MEDICAL CENTER, Orange County Case No. 30-2023-01304199-CU-OE-CXC

CPT GROUP
50 CORPORATE PARK
IRVINE, CA 92606
1-800-542-0900

Dear ALTA NEWPORT HOSPITAL, LLC DBA FOOTHILL REGIONAL MEDICAL CENTER Employee:

A settlement was reached between Plaintiff *Carlos Barraza* (“**Plaintiff**”) and Defendant *Alta Newport Hospital, LLC dba Foothill Regional Medical Center* (“**Defendant**” or “**Alta Newport**”). Plaintiff filed a civil Complaint against Alta Newport on January 26, 2023. The claim alleged by Plaintiff in this lawsuit was for penalties under the Private Attorneys General Act of 2004 (“**PAGA**”) for Alta Newport’s alleged failure to pay all wages, including overtime and minimum wages; failure to provide meal periods and rest breaks; failure to pay wages timely during employment; unlawful deductions; failure to provide accurate wage statements; failure to provide paid sick leave and pay sick pay at the regular rate of pay; failure to provide notice of material terms of employment; unpaid business expenses (including, but not limited to, use of personal cell phones and personal vehicles); failure to pay reporting time pay; failure to timely pay wages upon termination; failure to provide a day of rest; failure to maintain time and payroll records; and failure to allow timely inspection of personnel file (the “**PAGA Action**”).

On **XX**, the Parties filed a motion with the Court asking the Court to approve a settlement in the amount of \$359,679.00. The Court issued an Order approving the settlement on **XX**. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

The Gross Settlement Amount is \$359,679.00. From that amount, the Court has approved attorney’s fees and costs and administrative expenses. After these deductions, \$224,775.30 is allocated as PAGA penalties. The law requires that 75% is allocated to the State of California and 25% is allocated to the eligible employees (described below). Therefore, the State of California will receive \$168,581.47 (75% of the penalties) and the eligible employees will each receive a *pro rata* share of the remaining \$56,193.83 (25% of the penalties). Each eligible employee shall receive his/her *pro rata* share of the remaining amount based on the number of PAGA Periods where an employee performed work for Alta Newport at least one day during January 26, 2022 to September 21, 2024 (“**PAGA Period**”).

The employees eligible to receive a payment under this Settlement are defined as: non-exempt employees who worked at Defendant Alta Newport Hospital, LLC dba Foothill Regional Medical Center (“Alta Newport”) at any time between January 26, 2022, and September 21, 2024 (“**PAGA Employees**”).

As part of this Settlement, you and the other PAGA Employees shall, for the period of January 26, 2022, through September 21, 2024, fully release and forever discharge Alta Newport and each of its former and present directors, officers, shareholders, owners, investors, members, partners, managers, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, parent companies, holding companies, and any individual or entity which could be jointly liable with Alta Newport (the foregoing are collectively referred to hereafter as the “**Released Parties**”) from any and all PAGA claims that were or could have been alleged against Alta Newport based upon the facts and circumstances identified in Plaintiff’s original PAGA Notice on January 26, 2023, and in the Amended PAGA Notice on July 11, 2024, and in the Complaint, First Amended Complaint, and Second Amended Complaint, filed in the PAGA Action on behalf of the PAGA Employees, which arose during the PAGA Period. Without limiting the foregoing, and in addition to the foregoing, the release includes all civil penalties under California Labor Code Section 2699 et seq. for alleged failure to pay all wages, including overtime and minimum wages; failure to provide meal periods and rest breaks; failure to pay wages timely during employment; unlawful deductions; failure to provide accurate wage statements; failure to provide paid sick leave and pay sick pay at the regular rate of pay; failure to provide notice of material terms of employment; unpaid business expenses (including, but not limited to, use of personal cell phones and personal vehicles); failure to pay reporting time pay; failure to timely pay wages upon termination; failure to provide a day of rest; failure to maintain time and payroll records; and failure to allow timely inspection of personnel file, pursuant to the corresponding alleged violations of California Labor Code sections 201-204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 551-552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2699, 2800, 2802, 2810.5, and the applicable IWC Wage Orders (the “**Released PAGA Claims**”).

The settlement and enclosed check represents your *pro rata* share of the penalties. Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks will be sent to the State of California Department of Industrial Relations Unclaimed Wages Fund in the name of the PAGA Employee who did not cash the check within 180 days.

If you have any questions concerning this Settlement, please contact XXXXX.

(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: **REVISED [PROPOSED] ORDER GRANTING 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

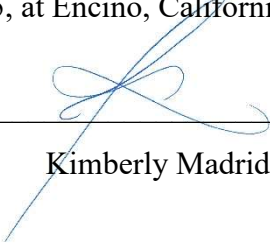
Irvine, CA 92612

[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