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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**
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11 LEILA Z. DASTJERDI, an individual, on
12 behalf of herself and others similarly
situated,

13 Plaintiff,

14 vs.
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16 SOUTH COAST MEDICAL CENTER
17 FOR NEW MEDICINE, INC., a California
stock corporation, and DOES 1 through 50,
inclusive,

18 Defendants.
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Case No.: 30-2024-01375034-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:

Hon. William Claster
Dept: CX-101

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT**

Hearing Information:

Date: January 16, 2026
Time: 09:00 a.m.
Reservation: 74731499

Original Complaint Filed: January 22, 2024
FAC Filed: March 18, 2024
SAC Filed: September 5, 2025
Trial: none set

1 On January 16, 2026, at 09:00 a.m. in Department CX101 of the Orange Superior Court
2 located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, Plaintiff Leila Z. Dastjerdi's
3 ("Plaintiff") Motion for Approval of Class Action and PAGA Settlement ("Settlement Agreement")
4 entered into by and between Plaintiff, on behalf of herself and others similarly situated and
5 aggrieved, and Defendant South Coast Medical Center For New Medicine, Inc. ("Defendant")
6 (Plaintiff and Defendant collectively referred to herein as "the Parties"), came before the Court for
7 hearing. Plaintiff appeared via his counsel ("Class Counsel") and counsel also appeared for
8 Defendant. There were no other appearances and no objections to the Motion. This Order
9 incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein
10 will have the same meaning as in this Order. The Court, having considered the Class Action and
11 PAGA Settlement Agreement (referred to herein as "Settlement Agreement" and attached as
12 **Exhibit 1** to this Order), the proposed Notice of Class Action Settlement ("Class Notice") which
13 is attached as Exhibit A to the Settlement Agreement and as **Exhibit 2** to this Order, the submissions
14 of counsel, and all other papers filed in this litigation, hereby makes the following findings:

15 1. The Court finds on a preliminary basis that the proposed Settlement falls within the
16 range of reasonableness, and the terms of Settlement, as set forth in the Settlement Agreement, are
17 presumptively fair, adequate, and reasonable to the Class and, therefore, meet the requirements for
18 preliminary approval, subject only to any objections that may be raised before or at the Final
19 Fairness and Approval Hearing. It appears to the Court that the Settlement's terms are fair,
20 adequate, and reasonable as to all potential Class Members when balanced against the probable
21 outcome of further litigation, given the risks relating to liability and damages. It further appears that
22 extensive investigation and research have been conducted such that counsel for the Parties at this
23 time are reasonably able to evaluate their respective positions. It further appears to the Court that
24 the Settlement at this time would avoid substantial additional costs by all Parties, as well as the
25 delay and risks that would be presented by the further prosecution of the Action. It appears the
26 Settlement has been reached as a result of intensive, arm's-length negotiations utilizing an
27 experienced third-party neutral.

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1 2. The Court further finds, for settlement purposes only, that the requirements of
2 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are
3 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class described
4 in the Motion for Preliminary Approval and Settlement Agreement:

5 a. “all persons currently or formerly employed by Defendant, either directly or
6 through any subsidiary, staffing agency, joint venture or professional employer organization, as
7 non-exempt, hourly employees during the Class Period in the State of California,” which is January
8 22, 2020, through July 14, 2025. (Exhibit 1, Settlement Agreement ¶¶ 1.5, 1.12.)

9 3. The Court further finds the PAGA settlement described in the Motion for
10 Preliminary Approval and Settlement Agreement is fair, adequate and reasonable, and approved the
11 following representative group of employees as governed by the Settlement Agreement with respect
12 to the representative PAGA claim:

13 a. “all persons currently or formerly employed by Defendant, either directly or
14 through any subsidiary, staffing agency, joint venture or professional employer organization, as
15 non-exempt, hourly employees during the PAGA Period in the State of California.” (Exhibit 1,
16 Settlement Agreement ¶ 1.4.) “PAGA Period” means the period from January 22, 2020, through
17 July 14, 2025. (Exhibit 1, Settlement Agreement ¶ 1.31.)

18 4. The Court further finds that the moving papers presented for the Court’s review set
19 forth a plan to provide proper notice to the Class of the terms of the Settlement and the options
20 available to the Class, including the ability of the Class Members to opt-out or submit a Request
21 for Exclusion to the Settlement and not be bound by the Settlement Agreement or receive any
22 Individual Class Payment under it; to object to the terms of the Settlement; or to do nothing and
23 receive an Individual Class Payment and be bound by the terms of the Settlement. Plaintiff has
24 submitted to the Court a proposed Class Notice.

25 As a result, for good cause appearing, **IT IS HEREBY ORDERED:**

26 5. The Court hereby preliminarily approves the proposed Settlement upon the terms,
27 conditions, and all release language set forth in the Settlement Agreement.

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1 6. The Court preliminarily finds, for settlement purposes only, that the Class meets
2 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
3 the absence of class certification and settlement, each individual Class Member would have to
4 litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour
5 violations asserted in the action; (iii) the typicality requirement because Plaintiff and Class
6 Members' claims all arise from the same alleged events and course of conduct, and are based on
7 the same legal theories; and (iv) the adequacy of representation requirement because Plaintiff have
8 the same interests as all members of the Class, and they are represented by experienced and
9 competent counsel. The Court further finds, preliminarily and for settlement purposes only, that
10 common issues predominate over individual issues in this litigation and that class treatment is
11 superior to the other means of resolving this dispute.

12 7. For the purposes of this Settlement, Alvin B. Lindsay, William Tran, and all lawyers
13 affiliated with the firm, D.Law, Inc., ("Class Counsel") are hereby preliminarily appointed as Class
14 Counsel and shall represent the Class Members in this Action.

15 8. For the purposes of this Settlement, Plaintiff Leila Z. Dastjerdi is hereby
16 preliminarily appointed as the Class Representative for the Class.

17 9. The Court preliminarily approves Phoenix Class Action ("Phoenix") as the
18 Administrator. The procedures for paying the Administration Expense Payment, as set forth in the
19 Settlement Agreement, are approved. Phoenix is directed to perform all responsibilities of the
20 Administrator as set forth in the Settlement Agreement. Once entered, Phoenix, will also post the
21 Judgment in this matter on its website.

22 10. The Court hereby approves, as to form and content, the Class Notice, attached as
23 **Exhibit A** to the Settlement Agreement, which is attached hereto as **Exhibit 1**. The Court finds that
24 the dates and procedure for mailing and distributing the Notice in the manner set forth in this Order
25 meet the requirements of due process and are the best notice practicable under the circumstances
26 and shall constitute due and sufficient notice to all persons entitled thereto. The Class Notice advises
27 the Class of the material terms and provisions of the Settlement, the procedure for approval thereof,
28 and their rights with respect thereto. The Court approves the procedures set forth in the Settlement

1 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set forth
2 in the Class Notice.

3 11. The Court directs the mailing of the Court-approved Notice via first class mail to the
4 Class Members in accordance with the schedule and procedures set forth in the Settlement
5 Agreement.

6 a. Not later than thirty (30) calendar days of the date of preliminary approval
7 of this Settlement, Defendant shall provide to the Administrator the Class Data; and

8 b. Within fourteen (14) calendar days of receiving the Class Data from
9 Defendant the Administrator shall mail by First-Class United States mail the Notice to each Class
10 Member. The Administrator shall conduct a National Change of Address database search before
11 mailing and will also use the most recent address available to the Administrator for mail delivery.
12 Any returned mail with a forwarding address from the U.S. Postal Service shall be promptly re-
13 mailed to the new address. The Administrator shall perform a skip trace search for a new address
14 for any returned mail without a forwarding address.

15 12. Each Class Member who wishes to be excluded from the Class portion of the
16 Settlement must submit a written request to be excluded from the Class portion of the Settlement
17 by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely
18 request to be excluded from the Class portion of the Settlement consistent with the terms of the
19 Settlement Agreement (“Participating Class Member”) shall be bound by the terms of the
20 Settlement Agreement.

21 13. Only Participating Class Members may object to the Class portion of the Settlement,
22 including contesting the fairness of the Settlement, and/or amounts requested for the awards of
23 attorneys’ fees and costs to Class Counsel, Administration Expenses Payment, and/or Class
24 Representative Enhancement Award. Participating Class Members may send written objections to
25 the Settlement Administrator, by mail, email, or fax, by the deadline set forth in the Class Notice.
26 Participating Class Members may also appear in Court (or hire an attorney to appear in Court at
27 their own expense) to present verbal objections at the Final Approval Hearing.

1 14. The Court preliminarily approves the following payments from the Gross Settlement
2 Amount, all subject to the Court's final approval of the Settlement at the Final Approval Hearing:

3 Attorneys' Fees	\$75,000.00 (1/3 of the Gross Settlement Amount)
4 Litigation Expenses	Up to \$9,000.00 as verified by Class Counsel and 5 approved by the Court
6 Settlement Administrator Costs	Not to exceed \$7,950.00
7 Class Representative Service Award	\$10,000.00 to Plaintiff Leila Z. Dastjerdi
8 PAGA Penalties:	\$20,000.00 (\$15,000 to LWDA; \$5,000 to 9 Aggrieved Employees)

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11 15. A Final Approval Hearing (the "Hearing") shall be held on _____, at
12 _____ before the Honorable William Claster in Department CX101 of the Orange County
13 Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed
14 Settlement should be finally approved by the Court as fair, reasonable and adequate; (b) determine
15 the reasonableness of Class Counsel's request for attorneys' fees and costs and amount to be
16 awarded; (c) determine the reasonableness of the Class Representative's Service Award requested
17 for the Class Representative and amount to be awarded; and (d) order entry of Judgment in the
18 Class Action.

19 16. Class Counsel shall file and serve all papers in support of the Motion for Final
20 Approval and any application for reimbursement of attorneys' fees and costs, including any costs
21 associated with or incurred by the Administrator, at least sixteen (16) court days before the Final
22 Approval Hearing.

23 17. The Court reserves the right to continue the date of the Final Approval Hearing
24 without further notice to the Class Members and retains jurisdiction to consider all further
25 applications arising out of or connected with the proposed Settlement. However, Class Counsel or
26 the Administrator will give notice to any objecting party of any continuance of the Final Approval
27 Hearing.

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1 18. All further proceedings in this Action shall be stayed except such proceedings
2 necessary to review, approve, and implement this Settlement.

3 19. In the event: (i) the Court does not finally approve the Settlement as contemplated
4 by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order as contemplated
5 by the Settlement Agreement, which becomes final as a result of the occurrence of the Effective
6 Date (as that term is defined by in the Settlement Agreement); or (iii) the Settlement does not
7 become final for any other reason, the Settlement and any related Class shall be null and void and
8 any order or judgment entered by this Court in furtherance of the Settlement shall be deemed as
9 void from the beginning. In such a case, the Parties and any funds to be awarded under this
10 Settlement shall be returned to their respective statuses as of the date and time immediately prior to
11 the execution of the Settlement, and the Parties shall proceed in all respects as if no Class had been
12 certified and the Settlement Agreement had not been executed.

13 20. Neither the Settlement, preliminarily approved or not, nor any exhibit, document or
14 instrument delivered hereunder, nor any statement, transaction or proceeding in connection with
15 the negotiation, execution or implementation of the Settlement, shall be admissible in evidence for
16 any reason except as provided in the Settlement Agreement and all amendments thereto. The Court
17 has made no findings on the merits, and the Defendant has denied the allegations in the operative
18 complaint.

19 21. The Court hereby preliminarily approves the PAGA portion of the settlement.

20 22. The Court finds that all required notifications and submissions to the California
21 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and
22 Motion have been made by Plaintiff in the time and manner specified under PAGA.

23 23. The Court hereby orders the Parties and the Administrator to carry out their duties
24 and obligations in accordance with the terms of the Settlement Agreement.

25 **IT IS SO ORDERED.**

26 Dated: _____, 2026

27 _____
Honorable William Cluster
28 Judge of the Superior Court