

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DELIA RAMIREZ-ORTIZ, individually, and on
behalf of all others similarly situated
Plaintiff,

vs.

SOUTHERN CALIFORNIA MEDICAL
CENTER, INC., a non-profit corporation; and
DOES 1 through 10, inclusive
Defendant.

CASE NO. 23STCV09332
Hon. David S. Cunningham III
Dept. SS-11

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

APPROVAL HEARING:

Date: July 28, 2026
Time: 11:00 a.m.
Dept: 11

Complaint Filed: 04/26/2023
First Amended Complaint: 09/06/2023

1 The Court, having considered Plaintiff Delia Ramirez-Ortiz's ("Plaintiff") Motion for
2 Approval of PAGA Settlement pursuant to the California Private Attorneys General Act,
3 California Labor Code §§ 2698, et seq. ("PAGA"), as well as the PAGA Settlement Agreement
4 ("Settlement" or "Settlement Agreement," attached as Exhibit 1 to the Declaration of Arrash T.
5 Fattahi), the papers filed in support of the motion, and the arguments of counsel, has determined
6 that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate,
7 and reasonable.

8 Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

9 1. The Court has jurisdiction over the subject matter of this PAGA Action and over
10 all Parties to the Action.

11 2. This Order incorporates the Settlement Agreement agreed to between Plaintiff,
12 on behalf of themselves, the State of California, the LWDA, and Aggrieved Employees, on the
13 one hand, and Defendant Southern California Medical Center, Inc. ("Defendant"), on its own
14 behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided
15 herein, all capitalized terms used herein shall have the same meaning as defined in the
16 Settlement Agreement.

17 3. Aggrieved Employees means all current and former non-exempt employees
18 employed by Defendant in California during the period beginning May 12, 2022 through the
19 Effective Date of the Settlement Agreement subject to Section 8 of the Settlement Agreement.

20 4. The Court hereby finds that Plaintiff notified the Labor and Workforce
21 Development Agency ("LWDA") of the Settlement in accordance with the notice requirements
22 of California Labor Code § 2699(s). The Court has received no objection from the LWDA
23 regarding the Settlement.

24 5. The Court finds that the Settlement has been reached as a result of serious and
25 non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
26 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
27 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the
28 Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and

1 provides genuine and meaningful relief under PAGA. The Court therefore approves the
2 Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement
3 according to the terms outlined in the Settlement Agreement.

4 6. Defendant will not be required to pay any additional amounts in connection with
5 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement
6 Agreement and this Order, which shall not exceed \$137,500.00.

7 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire
8 Law Firm, PLC, in the amount of one third (1/3) of the Gross Settlement Amount, currently
9 estimated to be \$45,833.33. The Court also awards a PAGA Counsel Litigation Expenses
10 Payment in the amount of \$19,238.77. The PAGA Counsel Fees Payment and the PAGA
11 Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

12 8. The Court awards a PAGA Representative Service Payment to Plaintiff Delia
13 Ramirez-Ortiz for her services in the amount of \$5,000.00. Plaintiff submitted a declaration
14 detailing the ways in which she assisted PAGA Counsel in the litigation of the PAGA Action,
15 and the award is appropriate in light of the stated purpose of PAGA.

16 9. The Court appoints Phoenix Settlement Administrators to serve as the Settlement
17 Administrator. The Court concludes that the Administration Expenses Payment in the amount
18 of \$5,950.00 is reasonable and necessary to administer the Settlement and shall be paid from
19 the Gross Settlement Amount.

20 10. The Net Settlement Amount of \$56,477.90 shall be allocated as follows: 75% of
21 the PAGA Penalties (\$42,358.43) will be paid to the LWDA, and the remaining 25%
22 (\$14,119.47) will be paid to all Aggrieved Employees pursuant to the calculation set forth in
23 the Settlement Agreement for calculating Individual PAGA Payments.

24 11. The Court directs that the Administrator send the Notice, attached as Exhibit A
25 to the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments
26 to be issued pursuant to the Settlement.

27 12. Released Parties means SCMC and its parents, subsidiaries, directors, owners,
28 shareholders, officers, agents, attorneys, insurers (including, but not limited to, insurers and

1 reinsurers), servants, joint employers, and employees, past and present, and each of them and
2 anyone acting in concert with the foregoing. For purposes of this release, employees are not
3 releasing claims on behalf of heirs.

4 13. Effective on the date when Defendant fully funds the entire Gross Settlement
5 Amount, Plaintiffs, Aggrieved Employees, LWDA and PAGA Counsel will release claims
6 against all Released Parties as follows:

7 a. Plaintiffs' Release: Plaintiff and Plaintiff's respective former and present
8 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
9 successors and assigns generally, release and discharge Released Parties from all claims,
10 transactions or occurrences, including, but not limited to: all claims that were, or reasonably
11 could have been, alleged, based on the facts contained in the Operative Complaint and the
12 PAGA Notice ("Plaintiffs Release"). Plaintiffs Release does not extend to any claims or actions
13 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
14 disability benefits, social security benefits, workers' compensation benefits that arose at any
15 time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff
16 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now
17 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
18 effective in all respects, notwithstanding such different or additional facts or Plaintiffs discovery
19 of them.

20 b. Plaintiff's Waiver of Rights Under California Civil Code Section 1542:
21 "For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
22 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

23 **A general release does not extend to claims that the creditor or**
24 **releasing party does not know or suspect to exist in his or her favor at**
25 **the time of executing the release, and that if known by him or her would**
26 **have materially affected his or her settlement with the debtor or**
27 **Released Party.**

28 c. Release by Aggrieved Employees: All Aggrieved Employees are deemed

1 to release, on behalf of themselves and their respective former and present representatives,
2 agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all
3 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
4 the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5 d. Release by PAGA Counsel: PAGA Counsel release on behalf of their
6 present and former attorneys, employees, agents, successors and assigns the Released Parties
7 from all claims for PAGA Fees incurred in connection with the Operative Complaint and the
8 PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

9 13. Without affecting the finality of this order and entry of judgment, the Court
10 retains exclusive and continuing jurisdiction over this Action for purposes of supervising,
11 administering, implementing, and enforcing this Order, the Settlement and the Judgment
12 pursuant to California Code of Civil Procedure section 664.6.

13 14. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument
14 delivered thereunder shall be construed as an admission or concession by any party of any fault,
15 omission, liability or wrongdoing. They also should not be construed as a concession or
16 admission by Defendant that the claims asserted have any merit or that this action was properly
17 brought as a representative action, and shall not be used as evidence of, or used against
18 Defendant as, an admission or indication in any way, including with respect to any claim of any
19 liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any
20 allegation asserted by any person. This Order is not a finding of the validity or invalidity of any
21 claims in this action or a determination of any wrongdoing by any party. The Settlement and
22 this resulting Order and judgement simply represent a compromise of disputed allegations.

23 15. Upon completion of the Settlement, the Administrator will provide written
24 certification of the completion to the Court and counsel for the Parties which shall be filed with
25 the Court on or before _____, 2026 (suggested 14 days prior to compliance
26 hearing). The Court sets a final accounting hearing to assess compliance with this Order and
27 the Settlement Agreement for _____ at _____ a.m./p.m.

28 16. The entire Action will be dismissed, with prejudice, at the final accounting

1 hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance
2 with this Order and the Settlement Agreement by that date.

3 17. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10
4 calendar days after the entry of this Order.

5 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

6
7 DATE: _____

8 _____
9 HON. DAVID S. CUNNINGHAM III
10 JUDGE OF THE SUPERIOR COURT
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28