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Superior Court of California,

County of Mono

03/13/2025 at 01:24:54 PM

DOUGLASHAN (SBN 232858)

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**FILED**

**APR 10 2025**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MONO

BY: 

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF MONO**

ROSALBA DIAZ-SANDOVAL, individually,  
and on behalf of other members of the general  
public similarly situated;

Plaintiff,

v.

SOUTHERN MONO HEALTHCARE  
DISTRICT, a California corporation; and  
DOES 1 through 100, inclusive;

Defendants.

Case No.: 22UCM45

Assigned for All Purposes to:  
Honorable Mark Magit  
Courtroom 2

**CLASS ACTION**

**[PROPOSED] ORDER OF FINAL  
APPROVAL OF CLASS AND PAGA  
REPRESENTATIVE ACTION  
SETTLEMENT AND JUDGMENT**

Hearing Date: April 10, 2025  
Hearing Time: 9:30 a.m.  
Hearing Place: Courtroom 2

Complaint Filed: May 6, 2022  
FAC Filed: July 14, 2022  
SAC Filed: February 13, 2024  
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Rosalba Diaz-Sandoval and  
2 Steven Conde's ("Plaintiffs") Motion for Final Approval of Class and PAGA Representative  
3 Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payments,  
4 and after considering papers submitted in support, including the Amended Joint Stipulation and  
5 Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement"), FINDS AND  
6 ORDERS as follows:

7 On September 19, 2024, Plaintiffs and Defendant Southern Mono Healthcare District  
8 ("Defendant") entered into the Settlement Agreement. Plaintiffs and Defendant are collectively  
9 referred to as the "Parties".

10 On November 7, 2024, the Court entered an Order preliminarily approving the Settlement  
11 ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section 382 and  
12 Rule of Court 3.769, ordering notice to be sent to the Class Members, and providing the Class  
13 Members with an opportunity to object to the Settlement, exclude themselves from the Class, or  
14 submit a Claim Form.

15 The Court held a Final Approval Hearing on April 10, 2025.

16 1. Incorporation of Other Documents. This Order of Final Approval of Class  
17 and PAGA Representative Action Settlement and Judgment ("Order and Judgment")  
18 incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms in this  
19 Order and Judgment shall have the same meaning as set forth in the Settlement Agreement.

20 2. Jurisdiction. Because adequate notice has been disseminated, and all Class  
21 Members have been given the opportunity to request exclusion from the Class, the Court has  
22 personal jurisdiction over the claims of all Class Members. The Court has subject matter  
23 jurisdiction over this matter, including jurisdiction to approve the Settlement, grant final  
24 certification of the Class, and dismiss this matter.

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1           3.     Final Class Certification. The Court finds that the Class satisfies all  
2 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due  
3 process. Accordingly, the Court certifies a Class consisting of all current and former hourly-paid  
4 or non-exempt employees of Defendant within the State of California at any time during the  
5 period from May 6, 2019 through December 26, 2023 ("Class," "Class Members," and "Class  
6 Period"). There are three hundred (300) Class Members who submitted valid, timely Claim  
7 Forms ("Claimants") and will receive Individual Settlement Payments.

8           4.     Adequacy of Representation. Class Counsel have fully and adequately  
9 represented the Class in entering and implementing the Settlement and satisfied the requirements  
10 of Code of Civil Procedure section 382.

11           5.     Notice Packet. The Court finds that the Notice of Class Action Settlement  
12 and Claim Form ("Notice Packet") and its distribution to Class Members have been implemented  
13 pursuant to the Agreement and the Court's Preliminary Approval Order and that it:

14           a. Constitutes notice reasonably calculated, under the circumstances, to  
15 apprise Class Members of: (i) the pendency of this lawsuit; (ii) the  
16 material terms and provisions of the Settlement and their rights under the  
17 Settlement; (iii) their right to object to any aspect of the Settlement; (iv)  
18 their right to exclude themselves from the Settlement; (v) their right to  
19 claim Settlement payments by submitting a Claim Form; (vi) their right to  
20 appear at the Final Approval Hearing; and (vii) the binding effect of the  
21 orders and judgment in this lawsuit, whether favorable or unfavorable, on  
22 all Class Members who do not request exclusion from the Settlement  
23 ("Settlement Class Members");

24           b. Constitutes notice that fully satisfied the requirements of Code of Civil  
25 Procedure section 382, Rule of Court 3.769, and due process;

26           c. Constitutes the best practicable notice to Class Members under the  
27 circumstances of this lawsuit; and  
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1 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

2 6. Final Settlement Approval. The terms and provisions of the Settlement  
3 Agreement have been entered into in good faith, resulting from arm's length negotiations  
4 conducted by experienced counsel who meaningfully investigated the disputed claims. The  
5 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,  
6 reasonable, adequate, and in the best interests of the Parties, Settlement Class Members, and  
7 Private Attorneys General Act of 2004 ("PAGA") Aggrieved Employees. The Parties shall  
8 implement the Settlement Agreement according to its terms and provisions.

9 7. Enforcement of Settlement. Nothing in this Order and Judgment shall  
10 preclude any action to enforce terms and provisions of the Settlement Agreement.

11 8. Binding Effect. The terms and provisions of the Agreement and this Order  
12 and Judgment are binding on Settlement Class Members, PAGA Aggrieved Employees, and their  
13 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, and  
14 those terms shall have res judicata and other preclusive effect in all pending and future claims,  
15 lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those  
16 claims, lawsuits, or other proceedings involve matters that were or could have been raised in this  
17 lawsuit and are encompassed by the release of the Released Claims and PAGA Released Claims  
18 as set forth in the Agreement. The class action portion of the Agreement will not bind nor  
19 provide res judicata preclusion to Class Members who submitted valid Requests for Exclusion.  
20 All PAGA Aggrieved Employees are bound by the release of the PAGA portion of the  
21 Agreement whether or not they submitted a Request for Exclusion.

22 9. Release of Claims by Settlement Class Members. Upon the Effective Date  
23 and Defendant funding the Maximum Settlement Amount of \$526,645.26 ("Maximum  
24 Settlement Amount") plus the employer-side payroll taxes for the Individual Settlement  
25 Payments to the Claimants, Plaintiffs and all Settlement Class Members will be deemed to have  
26 fully, finally, and forever released, settled, compromised, relinquished, and discharged with  
27 respect to all the Released Parties any and all Released Claims for any period during the  
28 Released Claims Period.

1 a. General Release by Class Representatives. As a condition of the  
2 Settlement and the Class Representative Enhancement Payments,  
3 Plaintiffs, as the Class Representatives on behalf of themselves and each  
4 of their respective former and present spouses, representatives, agents,  
5 attorneys (including Class Counsel), heirs, administrators, successors, and  
6 assigns, separately provide a general release to all Released Parties of any  
7 and all claims, obligations, demands, actions, rights, causes of action, and  
8 liabilities against the Released Parties as described in the Agreement.  
9 Plaintiffs expressly waive and relinquish the provisions, rights, and  
10 benefits, if any, of section 1542 of the Civil Code.

11 b. Released Parties. The Released Parties include Defendant and its former  
12 and present parents, subsidiaries, divisions, affiliates, as well as any  
13 entities with whom Defendant could share a Joint Employer relationship  
14 under any legal theory, and each of their respective current and former  
15 officers, directors, owners, board members, employees, agents,  
16 representatives, attorneys, insurers, partners, investors, shareholders,  
17 administrators, predecessors, successors, assigns, and joint venturers.

18 10. Attorneys' Fees and Costs. The Court finds that an award of attorneys'  
19 fees of \$236,250, to be paid out of the Maximum Settlement Amount to Class Counsel, to be  
20 reasonable and appropriate. The Court further finds that an award of actual litigation costs of  
21 \$25,470.88, to be paid to Class Counsel out of the Maximum Settlement Amount, to be  
22 reasonable and appropriate. Such fees and costs are to be paid pursuant to the Settlement terms  
23 and provisions. Defendant shall not be required to pay for any other attorneys' fees or expenses,  
24 costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or  
25 Class Members. Defendant shall also not be required to pay for any other attorneys' fees or  
26 expenses, costs, or disbursements incurred by Plaintiffs or Class Members in connection with or  
27 related to this Action, Settlement, settlement administration, and/or Released Claims and PAGA  
28 Released Claims.

1 a. Courts have an independent right and responsibility to review attorneys'  
2 fees and only award so much as determined reasonable. (See *Garabedian*  
3 *v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-  
4 28.) The attorneys' fees requested by Class Counsel of \$236,250 (35% of  
5 the \$675,000 reversionary, claims-made settlement amount) are supported  
6 by use of the percentage fee method. (See *Laffitte v. Robert Half*  
7 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results  
8 achieved, financial risks undertaken, difficulty of this litigation, skills  
9 required, percentage fees awarded in other cases, and contingent fees  
10 charged in the private marketplace, the Court finds the attorneys' fees are  
11 reasonable and are approved.

12 b. The Court reviewed the Declaration of Douglas Han regarding costs  
13 expended in the prosecution of this Action. Pursuant to the Settlement,  
14 Class Counsel may seek reimbursement up to \$30,000 in litigation costs.  
15 The Court finds Class Counsel expended \$25,470.88 in litigation costs and  
16 that such costs were reasonable. The Court approves payment of  
17 attorneys' costs of \$25,470.88 for the reimbursement of costs and  
18 expenses incurred by Class Counsel.

19 11. Class Representative Enhancement Payments. The Court finds the Class  
20 Representative Enhancement Payments of \$10,000, to be paid to each Plaintiff out of the  
21 Maximum Settlement Amount (totaling \$20,000), to be reasonable and appropriate. The Class  
22 Representative Enhancement Payments are to be paid pursuant to the terms and provisions set  
23 forth in the Settlement Agreement.

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1 a. The rationale for making enhancement payments is that class  
2 representatives should be compensated for the expense and risk incurred in  
3 conferring a benefit on other class members. Such enhancement payments  
4 are appropriate if they are necessary to induce individuals to participate in  
5 the suit. Criteria courts may consider include: (i) risk in commencing suit;  
6 (ii) notoriety and personal difficulties encountered; (iii) amount of time  
7 and effort spent; (iv) litigation duration; and (v) personal benefit (or lack  
8 thereof) enjoyed.

9 b. The Court reviewed Plaintiffs' declarations outlining their involvement in  
10 the case. Given the risks inherent in serving as class representatives,  
11 duration of the case, time involved, and benefits created for the Class, the  
12 Court approves Class Representative Enhancement Payments of \$10,000  
13 to be paid to each Plaintiff.

14 12. Claims Administration Costs. The Court finds the Claims Administration  
15 Costs of \$11,950, to be paid to the Claims Administrator out of the Maximum Settlement  
16 Amount, to be reasonable and appropriate. The Claims Administration Costs are to be paid  
17 pursuant to terms and provisions set forth in the Settlement Agreement.

18 a. The Court reviewed the Declaration of Nicole Bench from ILYM Group,  
19 Inc., the Court-approved Claims Administrator. The Court finds that the  
20 notice provided to the Class pursuant to the Preliminary Approval Order  
21 constitutes the best practicable notice to the Class and satisfied due  
22 process. The Court approves a Claims Administration Costs payment of  
23 \$11,950 for the Claims Administrator's services in administering this  
24 settlement.

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1           13.     PAGA Payment. The Court finds the PAGA Payment of \$67,500, seventy-  
2 five percent (75%) of which (\$50,625) will be paid to the California Labor and Workforce  
3 Development Agency out of the Maximum Settlement Amount and twenty-five percent (25%) of  
4 which (\$16,875) will be distributed to all PAGA Aggrieved Employees, on a pro rata basis, to be  
5 reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and  
6 provisions set forth in the Settlement Agreement.

7           14.     Payment to Claimants. The Court finds the payment of \$165,474.38 to the  
8 Claimants to be reasonable and appropriate.

9           15.     Funding of the Maximum Settlement Amount. Within twenty-five (25)  
10 business days of the Effective Date, Defendant will deposit all Court-approved funds into the  
11 Qualified Settlement Fund account established by the Claims Administrator. Within ten (10)  
12 business days of Defendant funding the Maximum Settlement Amount and employer-side  
13 payroll taxes, and subject to the Parties having approved the accounting and distribution  
14 summary prepared by the Claims Administrator after this Order and Judgment, the Claims  
15 Administrator will distribute all payments due under the Settlement.

16          16.     Fairness of the Settlement. As noted in the Preliminary Approval Order,  
17 the Settlement is entitled a presumption of fairness. In their moving papers, Plaintiffs contend  
18 that the Settlement Agreement was the product of arm's-length negotiations following litigation,  
19 discovery, and exchange of documentation. The negotiations were facilitated by Paul Grossman,  
20 Esq., an experienced class and representative PAGA action mediator.

- 21           a. There were also no Notices of Objection to and only three (3) Requests for  
22 Exclusion from the Settlement, displaying the fairness of the Settlement.
- 23           b. The moving papers indicate that the *average* Individual Settlement  
24 Payment to the Claimants will be around \$551.58, and the *highest*  
25 Individual Settlement Payment to the Claimants will be about \$925.28  
26 under the proposed allocation.

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1           17.     Uncashed Settlement Checks. Any checks issued by the Claims  
2 Administrator to Claimants will be negotiable for at least one hundred twenty (120) calendar  
3 days. Those funds represented by settlement checks returned as undeliverable and those  
4 settlement checks remaining uncashed for more than one hundred twenty (120) calendar days  
5 after issuance will be transmitted to California Controller's Unclaimed Property Fund in the  
6 name of the Claimant.

7           18.     Modification of Settlement Agreement. The Settlement Agreement may be  
8 amended or modified only by a written instrument signed by the Parties and their counsel or their  
9 successors-in-interest. Such amendments or modifications shall be consistent with this Order and  
10 Judgment and cannot limit the rights of Settlement Class Members unless approved by the Court.

11           19.     Retention of Jurisdiction. The Court has jurisdiction to enter this Order  
12 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,  
13 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,  
14 and for any other necessary purpose, including, without limitation:

- 15           a. Enforcing the terms and provisions of the Settlement Agreement and  
16 resolving any disputes, claims, or causes of action in this Action that, in  
17 whole or in part, are related to or arise out of the Settlement Agreement or  
18 this Order and Judgment;
- 19           b. Entering such additional orders as necessary or appropriate to protect or  
20 effectuate this Order and Judgment approving the Settlement Agreement,  
21 and permanently enjoining Plaintiffs, Settlement Class Members, and  
22 PAGA Aggrieved Employees from initiating or pursuing related  
23 proceedings, or to ensure fair and orderly administration of the Settlement  
24 Agreement; and
- 25           c. Entering any other necessary or appropriate orders to protect and  
26 effectuate this Court's retention of continuing jurisdiction.

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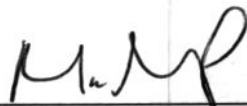
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1 The Motion for Final Approval of Class and PAGA Representative Action Settlement,  
2 Attorneys' Fees and Costs, and Class Representative Enhancement Payments is GRANTED. The  
3 Claims Administrator is directed to carry out the terms of the Agreement forthwith.

4 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE  
5 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT  
6 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND  
7 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS  
8 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE  
9 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

10  
11 IT IS SO ORDERED.

12  
13 DATED: 4/10/25

14   
HONORABLE MARK MAGIT  
CALIFORNIA SUPERIOR COURT JUDGE

**PROOF OF SERVICE  
1013A(3) CCP**

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 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is bitty@justicelawcorp.com

On April 11, 2025, I served the foregoing document described as

## ORDER OF FINAL APPROVAL OF CLASS ANF PAGA REPRESENTATIVE ACTION SETTLEMENT AND JUDGEMENT

|                         |                                                           |
|-------------------------|-----------------------------------------------------------|
| for the following case: | <b>Diaz-Sandoval v. Southern Mono Healthcare District</b> |
| LWDA/Court Case No.:    | <b>LWDA-CM-960229-23</b>                                  |
|                         | <b>22UCM45</b>                                            |
|                         | <b>Mono County Superior Court</b>                         |

on interested parties in this action by electronically submitting as follows:

**State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814**

**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

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

Executed on April 11, 2025, at Pasadena, California.

*Bitty Minnis Lemley*  
Bitty Minnis-Lemley