

1 **JUSTICE FOR WORKERS, P.C.**

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

10 POUL BEDRI, an individual;

11 Plaintiff,

12 vs.

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14 CITY OF HOPE NATIONAL MEDICAL
15 CENTER, a California non-profit corporation;
and DOES 1 through 50,

16 Defendants.

Case No.: 23STCV23713

[Assigned for All Purposes to:
Hon. Lia Martin, Dept. 3]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTIONS FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEY'S FEES
AND COSTS**

DATE: January 28, 2026

TIME: 9:00 a.m.

DEPT: 3

Action Filed: September 29, 2023

Trial Date: Not Set

1 The Motions of Poul Bedri (“Plaintiff”) for Final Approval of Class Action and PAGA
2 Settlement, Class Representative Service Payment, and Attorney’s Fees and Costs (“Final Approval
3 Motions”) came on regularly for hearing before this Court pursuant to California Rule of Court
4 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class and PAGA Action
5 Settlement (“Preliminary Approval Order”).

6 Having considered the Parties’ Class Action and PAGA Settlement Agreement
7 (“Settlement” or “Agreement”)¹, and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution, and the substantial benefits to be received by the Class pursuant to the Settlement, the
10 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to
11 California Code of Civil Procedure § 382, and is the product of good faith, arm’s-length
12 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
13 Plaintiffs’ Final Approval Motions and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement and this Final
15 Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class:

18 All persons employed by City of Hope National Medical Center (“Defendant”) in
19 California and classified as nonexempt who worked for Defendant during the Class
Period of June 22, 2022 to January 20, 2025.

20 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
21 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Phoenix Settlement
22 Administrators as the Administrator.

23 4. Notice was provided to Class Members as set forth in the Settlement, which was
24 approved by the Court on August 19, 2025, and the notice process has been completed in
25 conformity with the Settlement and the Court's Order Granting Preliminary Approval of Class and
26 PAGA Action Settlement. The Court finds that said notice was the best notice practicable under the
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¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 circumstances, and that individual notice was provided to all Class Members who could be
2 identified through reasonable effort. The Class Notice provided due and adequate notice of the
3 proceedings and matters set forth therein.

4 5. The Court finds that no Class Member objected to the Settlement, that no Class
5 Member opted out of the Settlement, and that the 100% participation rate in the Settlement supports
6 final approval.

7 6. The Court further finds that the Settlement is fair, reasonable, and adequate, and
8 orders the Parties to effectuate the Settlement according to its terms.

9 7. For purposes of settlement only, the Court finds that: (a) the Class Members are
10 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
11 of law or fact common to the Class, and there is a well-defined community of interest among
12 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
13 Representative are typical of the claims of the Settlement Class members; (d) the Class
14 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
15 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
16 Counsel are qualified to serve as counsel for the Class Representative and the Class.

17 8. The Court finds that given the absence of objections to the Settlement, this Order
18 shall be considered final as of the date of entry.

19 9. The Court finds that the Individual Class Payments and Individual PAGA Payments,
20 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
21 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
22 terms of the Settlement.

23 10. The Court orders Defendant to deposit the Gross Settlement Amount of
24 \$2,469,000.00 and employer payroll taxes with the Administrator within 30 calendar days of the
25 Effective Date.

26 11. The Court finds that a Class Representative Service Payments in the amount of
27 \$2,000.00 to Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this
28 payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in

1 conformity with the terms of the Settlement

2 12. The Court finds that attorney’s fees in the amount of \$823,000.00 and litigation costs
3 of \$12,673.38 for Class Counsel are fair, reasonable, and adequate in light of the common fund
4 created by the Settlement, and orders that the Administrator distribute these payments to Class
5 Counsel in conformity with the terms of the Settlement.

6 13. The Court orders that the Administrator shall be paid \$34,850.00 from the Gross
7 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
8 done until the completion of this matter and finds that sum appropriate.

9 14. The Court finds that the payment to the California Labor & Workforce Development
10 Agency (“LWDA”) in the amount of \$150,000.00 for its share of the settlement of Plaintiffs’
11 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
12 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

13 15. The Court orders that any settlement checks shall be negotiable for 180 calendar
14 days from the date of issuance of the check, and that any settlement checks that remain uncashed
15 after one 180 days after they are mailed shall be distributed to the Controller of the State of
16 California to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et*
17 *seq.*, in the name of the Class Member to whom the check was issued.

18 16. “Released Parties” means Defendant and each of its former and present directors,
19 officers, employees, owners, agents, attorneys, insurers, reinsurers, predecessors, successors,
20 assigns, subsidiaries, and affiliates.

21 17. Upon the Effective Date, all Participating Class Members, on behalf of themselves
22 and their respective former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, release Released Parties from all claims that were alleged, or could have
24 been alleged, based on the facts and/or factual predicates stated in the Operative Complaint, arising
25 between June 22, 2022 and August 19, 2025, including without limitation claims under the
26 California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 246,
27 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and Industrial Welfare
28 Commission Wage Orders, including, inter alia, Wage Order Nos. 4-2001 and 5-2001, for failure to

1 pay wages for all hours worked (including, and not limited to, regular, minimum, and overtime
2 wages, wages for alleged failure to properly calculate regular rate of pay, and wages for alleged off
3 the clock work); failure to provide compliant meal periods and/or to pay meal period premiums;
4 failure to authorize and permit compliant rest periods and/or to pay rest period premiums; failure to
5 pay meal and rest premiums at the accurate rate; failure to provide compliant wage statements;
6 failure to pay wages timely during employment; failure to pay wages timely upon termination of
7 employment; failure to pay waiting time penalties; failure to keep complete and accurate payroll
8 records; and all claims for unfair business practices under the California Business & Professions
9 Code that were made or could have been premised on the facts, factual predicates, claims, causes of
10 action or legal theories described above, as well as for the Participating Class Members who
11 negotiate their Individual Class Payment check, claims arising out of the facts alleged in the
12 Operative Complaint that could have been brought under the FLSA (“Released Class Claims”).
13 Except as set forth in Sections 5.1 and 5.3 of this Agreement, Participating Class Members do not
14 release any other claims, including claims for vested benefits, wrongful termination, violation of the
15 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’
16 compensation, or claims based on facts occurring outside the Class Period.

17 18. Upon the Effective Date, all Aggrieved Employees (which includes all Participating
18 Class Members and all Non-Participating Class Members who are Aggrieved Employees) are
19 deemed to release, on behalf of themselves and their respective former and present representatives,
20 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and
21 all claims for PAGA penalties that were alleged, or that could have been alleged, based on the facts
22 and/or factual predicates stated in the Operative Complaint and PAGA Notice, arising between
23 August 17, 2022 and August 19, 2025, including all claims for civil penalties under the PAGA,
24 California Labor Code section 2698 et seq., under the Industrial Welfare Commission Wage Orders
25 and California Labor Code sections, including but not limited to California Labor Code sections
26 201, 202, 203, 204, 210, 218, 226, 226.3, 226.7, 245, 245.5, 246, 246.5, 247, 247.5, 248-248.5, 256,
27 510, 512, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, and Industrial Welfare Commission Wage
28 Orders, including, inter alia, Wage Order Nos. 4-2001 and 5-2001, for failure to pay wages for all

1 hours worked (including, and not limited to, regular, minimum, and overtime wages, wages for
2 alleged failure to properly calculate regular rate of pay, and wages for alleged off the clock work);
3 failure to provide compliant meal periods and/or to pay meal period premiums; failure to authorize
4 and permit compliant rest periods and/or to pay rest period premiums; failure to pay meal and rest
5 premiums at the accurate rate; failure to provide sick leave; failure to pay sick leave at the accurate
6 rate; failure to provide compliant wage statements; failure to pay wages timely during employment;
7 failure to pay wages timely upon termination of employment; failure to pay waiting time penalties;
8 and failure to keep complete and accurate payroll records (“Released PAGA Claims”). Excluded
9 from the Released PAGA Claims is the PAGA cause of action brought on behalf of employees
10 during the time period worked at City of Hope Medical Foundation that are currently alleged in the
11 First Amended Complaint For Violation of the California Labor Code Private Attorneys General
12 Act of 2004, entitled *Jenny Avalos v. City of Hope Medical Foundation*, Los Angeles Superior
13 Court, Case No. 24STCV0646, with respect to City of Hope Medical Foundation.

14 19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
15 notice of this final Judgment and Order to all Participating Class Members by mailing this final
16 Judgment and Order along with their settlement checks.

17 20. This document shall constitute a final judgment pursuant to California Rule of Court
18 3.769(h), which provides: “If the court approves the settlement agreement after the final approval
19 hearing, the court must make and enter judgment. The judgment must include a provision for the
20 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
21 may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
22 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
23 Settlement, the Final Approval Order, and this Judgment.

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1 21. The Court sets a Compliance Hearing for _____, 2026 at ____ a.m. in
2 Department 3 of the above-entitled Court. Plaintiff shall file a Final Disbursement Declaration from
3 the Administrator no later than five court days before the Compliance Hearing.

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

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6 DATED: _____, 2025

Hon. Lia Martin
Judge of the Superior Court