

D.LAW, INC.

Emil Davtyan (SBN 299363)
David Yeremian (SBN 226337)
Alvin B. Lindsay (SBN 220236)
Enoch J. Kim (SBN 261146)
Antonia McKee (SBN 344511)
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
Emails: emil@d.law, d.yeremian@d.law,
a.lindsay@d.law, e.kim@d.law, a.bliznets@d.law

Attorneys for Plaintiff Beverly W. Cooley, Willie J. Florence,
on behalf of themselves and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TUOLUMNE**

BEVERLY W. COOLEY, an individual,
WILLIE J. FLORENCE, an individual, on
behalf of themselves and others similarly
situated,

Plaintiffs,

v.

SONORA COMMUNITY HOSPITAL, a
California corporation; ADVENTIST
HEALTH SYSTEM/WEST, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

PAGA ACTION

Case No. CV65628

Assigned for all purposes to:
Hon. Kevin M. Seibert
Dept.: 1

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

Date: February 18, 2026
Time: 8:30 a.m.
Dept.: 1

Complaint filed: October 6, 2023
FAC filed: December 12, 2023
SAC filed: November 13, 2024
Trial: None set

///

///

///

On February 18, 2026 at 8:30 a.m. in Department 1, Plaintiffs Beverly W. Cooley (“Plaintiff Cooley”) and Willie J. Florence’s (“Plaintiff Florence”) (hereinafter “Plaintiffs”) Motion for Approval of the PAGA Settlement Agreement and Release (“Settlement Agreement”) entered into by and between Plaintiffs, on behalf of themselves, the State of California and all aggrieved employees (the “Aggrieved Employees”), and Defendant Sonora Community Hospital (“Defendant”), came before the Court for hearing pursuant to the Private Attorney’s General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiffs appeared via their counsel (“PAGA Counsel”) and counsel also appeared for Defendant. There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiffs’ Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement entered into between Plaintiffs, on behalf of themselves, the Aggrieved Employees, and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as follows: all non-exempt employees who were employed by Sonora Community Hospital in California at any point from August 5, 2022, to August 18, 2025 (Kim Decl., Exhibit 1, ¶¶ 2.4.)

3. The Court has considered the nature of the claims, the amount paid in settlement, which is **\$710,000.00** (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm’s-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement

1 Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in
2 the Settlement Agreement.

3 4. The Court hereby finds that Plaintiffs' notice of the proposed Settlement
4 submitted to the Labor and Workforce Development Agency ("LWDA") fully and adequately
5 complied with the notice requirements of California Labor Code § 2699.

6 5. Upon the approval by this Court of this Settlement and Defendant's full funding
7 of the Gross Settlement Amount, Plaintiffs, the State of California and all Aggrieved Employees
8 shall fully release and forever discharge the Released Parties from the Released Claims.

9 a. Released Claims:

10 "Released PAGA Claims" means any and all claims for civil penalties under PAGA that
11 were alleged or reasonably could have been alleged based on the facts stated in the PAGA
12 Notice, including PAGA claims based on alleged violations of Labor Code sections 201, 202,
13 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.4, 226.7, 246-248.5, 256, 510,
14 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198,
15 1198.5, 1199, 2802, 2810.5, and any applicable IWC Wage Orders. Released PAGA Claims are
16 limited to those claims arising during the PAGA Period. Released PAGA Claims do not include
17 any Aggrieved Employees' non-PAGA individual claims.

18 b. Released Parties:

19 Defendant and all of Defendant's former and present officers, directors, subsidiaries,
20 affiliates, customers, shareholders, members, employees, representatives, agents, attorneys,
21 insurers, predecessors, successors, owners, and assigns.

22 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
23 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
24 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
25 Action, or of any wrongdoing by Defendant, or any of the other Released Parties. The
26 Settlement Agreement represents a compromise and settlement of highly disputed claims.
27 Defendant denies all liability in the Action. Representative treatment of the Aggrieved
28 Employees also is for settlement purposes only.

1 7. Pursuant to the terms of the Settlement, the Court approves Emil Davtyan, David
2 Yeremian, Alvin B. Lindsay, Enoch J. Kim, and Antonia McKee of D.Law, Inc., as PAGA
3 Counsel for settlement purposes.

4 8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to
5 PAGA Counsel in the total amount of **\$248,500.00**, to be paid out of the Gross Settlement
6 Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the
7 Action.

8 9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to
9 PAGA Counsel in the amount of **\$18,153.70**, to be paid out of the Gross Settlement Amount, as
10 final payment for and complete satisfaction of any and all attorneys' costs arising out of the
11 Action.

12 13. The Court appoints Apex Class Action Administration to serve as the Settlement
13 Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
14 administration related payments in the amount of **\$14,000.00** as compensation for its fees and
15 costs in administering this Settlement. This amount is to be paid out of the Gross Settlement
16 Amount.

17 14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount
18 of approximately **\$429,346.30** shall be allocated as follows: 75% (**\$322,009.73**) will be paid to
19 the LWDA and the remaining 25% (**\$107,336.58**) will be paid to the Aggrieved Employees
20 pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA
21 Payments.

22 15. Defendant will not be required to pay any additional amounts in connection with
23 the Settlement other than those amounts specifically set forth in the Settlement Agreement and
24 this Order.

25 16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
26 purposes of supervising the implementation, enforcement, construction, administration, and
27 interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant
28 to California Code of Civil Procedure Section 664.6.

1 17. The Court hereby enters judgment of the entire Action, with prejudice, for the
2 reasons set forth above and upon the terms set forth in the Settlement Agreement. This Order
3 shall have full equitable and collateral estoppel and res judicata effect and be final and binding
4 upon Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released Claims.

5 18. This Judgment is intended to be a final disposition of the above-captioned action
6 in its entirety and is intended to be immediately appealable. Subject to the Court's continuing
7 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

8 19. As the Judgment is consistent with the terms of the Settlement Agreement, the
9 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
10 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
11 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include
12 any waiver of the right to oppose such motions, writs or appeals. If another individual or entity
13 who is not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform
14 under the Settlement Agreement will be suspended until such time as the appeal is finally
15 resolved and the Judgment becomes final.

16 **IT IS SO ORDERED.**

17
18 DATED: _____ 2026

19 Hon. Kevin M. Seibert

20 Judge of the Superior Court
21
22
23
24
25
26
27
28