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**FILED**

Superior Court of California

County of Los Angeles

**08/31/2026**

David W. Slayton, Executive Officer / Clerk of Court

By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

CHRISTIAN DEREFIELD, individually and  
on behalf of all others similarly situated;

Plaintiff,

vs.

OCCUPATIONAL HEALTH CENTERS OF  
CALIFORNIA, A MEDICAL  
CORPORATION, a California corporation;  
and DOES 1 through 50,

Defendants.

Case No.: 24STCV01784

[Assigned for All Purposes to:  
Hon. Theresa M. Traber, Dept. 1]

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

DATE: August 31, 2026

TIME: 10:30 a.m.

DEPT: 1

Action Filed: January 23, 2024

Trial Date: None Set

1 The Motion of Plaintiff Christian Derefield (“Plaintiff”) for Final Approval of Class Action  
2 and PAGA Settlement, Class Representative Service Payment, and Attorney’s Fees and Costs  
3 (“Final Approval Motion”) came on regularly for hearing before this Court pursuant to California  
4 Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action  
5 and PAGA Settlement dated April 22, 2026 (“Preliminary Approval Order”).

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

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

17 2. The conditional class certification is hereby made final, and the Court thus certifies,  
18 for purposes of the Settlement, the following Class: All current and former non-exempt employees  
19 who worked for Defendant Occupational Health Centers of California, a Medical Corporation  
20 within the State of California during the Class Period of January 23, 2020 to November 9, 2025.

21 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung  
22 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Apex Class Action LLC. as  
23 the Administrator.

24 4. Notice was provided to Class Members as set forth in the Settlement, which was  
25 approved by the Court on April 22, 2026, and the notice process has been completed in conformity  
26 with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice  
27

28  
<sup>1</sup> All defined terms contained herein shall have the same meanings as set forth in the Settlement.

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

4 5. The Court finds that no Class Member objected to the Settlement, one Class Member  
5 requested exclusion from the Settlement, and that the 99.92% participation rate in the Settlement  
6 supports final approval.

7 6. The Class Member who requested exclusion from the Settlement is John Chung. This  
8 Class Member will not receive any Individual Class Payment and will not be bound by the Released  
9 Class Claims, but if eligible as a PAGA Member, he will receive an Individual PAGA Payment and  
10 will be bound by the Released PAGA Claims.

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

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

21 9. The Court finds that given the absence of objections to the Settlement, this Judgment  
22 and Order shall be considered final as of the date of entry.

23 10. The Court finds that the Individual Class Payments and Individual PAGA Payments,  
24 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to  
25 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the  
26 terms of the Settlement.

27 11. The Court orders Defendant to deposit the Gross Settlement Amount of  
28 \$1,150,000.00 and employer payroll taxes with the Administrator no later than 60 days after the

1 Effective Date.

2 12. The Court finds that a Class Representative Service Payment in the amount of  
3 \$7,500.00 to the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this  
4 payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in  
5 conformity with the terms of the Settlement.

6 13. The Court finds that attorney's fees in the amount of \$383,333.33 and litigation costs  
7 of \$27,018.61 for Class Counsel are fair, reasonable, and adequate in light of the common fund  
8 created by the Settlement, and orders that the Administrator distribute these payments to Class  
9 Counsel in conformity with the terms of the Settlement.

10 14. The Court orders that the Administrator shall be paid \$13,590.00 from the Gross  
11 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be  
12 done until the completion of this matter and finds that sum appropriate.

13 15. The Court finds that the payment to the California Labor & Workforce Development  
14 Agency ("LWDA") in the amount of \$45,000.00 for its share of the settlement of Plaintiff's  
15 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator  
16 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

17 16. The Court orders that any settlement checks shall be negotiable for 180 calendar  
18 days from the date of issuance of the check, and that any settlement checks that remain uncashed  
19 after one 180 days after they are mailed shall be distributed to the Controller of the State of  
20 California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure  
21 §§ 1500, *et seq.*, in the name of the Class Member to whom the check was issued.

22 17. "Released Parties" means Defendant and each of its past, present and/or future,  
23 direct and/or indirect, officers, members, managers, employees, agents, representatives, attorneys,  
24 executors, insurers, parent companies, subsidiaries, affiliates, divisions, consultants, subcontractors,  
25 predecessors, successors, assigns, joint venturers and stockholders, and all persons acting under, by,  
26 though, or in concert, with any of them, and each of them.

27 18. Effective on the date when Defendant fully funds the entire Gross Settlement  
28 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class

1 Payments, all Participating Class Members, on behalf of themselves and their respective former and  
2 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release  
3 Released Parties from all causes of action and claims that were alleged in the Action or reasonably  
4 could have been alleged based on the facts and legal theories contained in the Operative Complaint,  
5 arising during the Class Period, including all of the following claims for relief: (a) all class claims  
6 stating violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 245-  
7 248.5, 510, 512(a), 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1198, 1199, and 2802; (b) all  
8 claims for unpaid wages, including claims for minimum, overtime, and double-time wages, the  
9 alleged failure to pay for all time worked, the alleged failure to pay for off the clock work, the  
10 alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates,  
11 the alleged improper rounding of time entries, the alleged failure to pay reporting time pay and the  
12 alleged unlawful deductions from earned wages; (c) all claims for meal period violations, including  
13 claims for late, short, interrupted, rounded, and missed meal periods and the failure to pay  
14 premiums at all, or at the correct regular rates, and the alleged failure to properly record meal  
15 periods; (d) all claims for rest break violations, including claims for late, short, interrupted, missed,  
16 or otherwise improperly controlled rest breaks and the failure to pay premiums at all or at the  
17 correct regular rates; (e) all claims for unreimbursed expenses, including, but not limited to,  
18 expenses incurred for personal cell phone usage and mileage; (f) all claims for improper or  
19 inaccurate itemized wage statements, including any alleged violations of Labor Code Section  
20 226(a)(1)-(9) based on the facts and legal theories contained in the Operative Complaint, including  
21 the allegation that the wage statements lacked the total number of hours worked and corresponding  
22 rates and the proper legal entity of the employer, and including claims for injuries suffered  
23 therefrom; (g) all claims for the untimely payment of wages, including regular, overtime, premium  
24 wages, paid sick leave, and reporting time pay to employees under sections 204 and 210 of the  
25 Labor Code; (h) all claims for the untimely payment of final wages and associated waiting time  
26 penalties under sections 201 to 203 of the Labor Code Section; (i) all claims for unpaid sick leave,  
27 including claims that paid sick leave was not paid at the correct regular rate of pay; and (j) all  
28 claims under the Business & Professions Code (including Section 17200 et seq.) premised on the

1 facts, claims, and causes of action alleged in the Operative Complaint (“Released Class Claims”).

2       19.     Effective on the date when Defendant fully funds the entire Gross Settlement  
3 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class  
4 Payments, Plaintiff, as the PAGA Representative, the State of California and the Labor and  
5 Workforce Development Agency shall fully release and discharge Defendant and, the Released  
6 Parties from all causes of action and claims for civil penalties under the California Private Attorneys  
7 General Act of 2004 that were alleged or reasonably could have been alleged based on the facts and  
8 legal theories contained in the Operative Complaint and PAGA Notice, arising during the PAGA  
9 Period, including claims for civil penalties based on the following: (a) Minimum Wage Violations;  
10 (b) Overtime Wage Violations; (c) Meal Period Violations; (d) Rest Period Violations; (e) Wage  
11 Statement Penalties; (f) Waiting Time Penalties; (g) Reporting Time Premiums; (h) Failure to  
12 Reimburse Necessary Business Expenses; (i) civil penalties that could have been awarded pursuant  
13 to Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 245-248.5, 432.5, 510, 512(a), 516,  
14 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2802, and the Industrial Welfare Wage  
15 Orders (“Released PAGA Claims”). “PAGA Period” means the period from January 23, 2023 to  
16 November 9, 2025.

17       20.     In accordance with California Rule of Court 3.771(b), the Parties are ordered to give  
18 notice of this final Judgment and Order to all Participating Class Members by posting on it the  
19 Administrator’s website for 90 days.

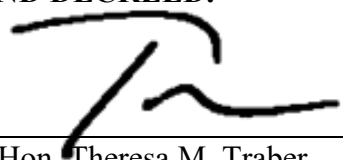
20       21.     This document shall constitute a final judgment pursuant to California Rule of Court  
21 3.769(h), which provides: “If the court approves the settlement agreement after the final approval  
22 hearing, the court must make and enter judgment. The judgment must include a provision for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

27       22.     The Court sets a Non-Appearance Compliance Hearing for November 15, 2027,  
28 at ~~10:30 a.m.~~ <sup>4:00 p.m.</sup> in Department 1 of the above-entitled Court. Plaintiff shall file a Final Accounting

1 Declaration from the Administrator no later than 5 court days before the Compliance Hearing.

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

3  
4 DATED: August 31, 2026

  
\_\_\_\_\_  
5 Hon. Theresa M. Traber  
6 Judge of the Superior Court  
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**PROOF OF SERVICE**  
**CHRISTIAN DEREFIELD v. OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,**  
**A MEDICAL CORPORATION**  
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 3600 Wilshire Blvd., Suite 1815, Los Angeles, CA 90010.

On August 27, 2026 I served the foregoing document described as:

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

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

☐ by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

☒ by electronically serving the document(s) listed above via Case Anywhere to:

Jared L Palmer, Esq.

[Jared.palmer@ogletree.com](mailto:Jared.palmer@ogletree.com)

Carolyn B. Hall, Esq.

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Attorneys for Occupational Health Centers of  
California, A Medical Corporation

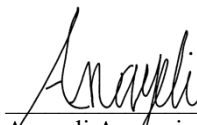
☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on August 27, 2026 at Los Angeles, California.

  
Anayeli Ascencio