

Electronically Received 02/13/2025 12:00 AM

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FILED
Superior Court of California
County of Los Angeles
02/13/2025
David W. Stoyan, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

8 Counsel for Plaintiff JULIA MARIA ARAUZ ZEPEDA,
9 individually and on behalf of others similarly situated

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

12 JULIA MARIA ARAUZ ZEPEDA,
13 individually and on behalf of all others
14 similarly situated,

15 PLAINTIFF,

16 v.

17 LANDMARK MEDICAL SERVICES, INC.,
18 a California corporation; and DOES 1 through
19 50, inclusive,

20 DEFENDANTS.

CASE NO.: 24STCV04454
*Assigned for all purposes to the Honorable
William F. Highberger; Dept. SS-10*

**~~REVISED [PROPOSED]~~ ORDER
APPROVING PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
JUDGMENT**

Date: February 13, 2025
Time: 10:30 a.m.
Dept.: SS-10

Date Action Filed: February 22, 2024
Trial Date: Not Set.

~~PROPOSED~~ ORDER

The Court has reviewed and considered the Unopposed Motion for Approval of Private Attorneys General Act Representative Action Settlement (“Motion”) filed by Plaintiff Julia Maria Arauz Zepeda (“Plaintiff”), on behalf of herself and all other aggrieved employees. Pursuant to Labor Code Section 2699, subdivision (l)(2), based on Plaintiff’s Motion, all filings related to the Unopposed Motion, all other papers filed in this action, arguments of counsel, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Court hereby GRANTS the Motion and approves the settlement of claims under the California Private Attorneys General Act of 2004, California Labor Code § 2698 et seq. (“PAGA”) reached by Plaintiff and Defendant Landmark Medical Services, Inc. (“Defendant” and together with Plaintiff, the “Parties”). All capitalized terms used for purposes of this Order and Judgment have the same meaning as given in the PAGA Settlement Agreement, attached as Exhibit A to the Declaration of Hengameh S. Safaei (“Settlement Agreement”), unless otherwise indicated, and this Order and Judgment incorporates by reference the terms in the Settlement Agreement and all terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

2. The Court finds that the terms of the Settlement Agreement are reasonable. In granting settlement approval, the Court has considered the factors identified in *O’Connor v. Uber Technologies* (N.D. Cal. 2016) 201 F.Supp.3d 1110, *Villalobos v. Calandri Sunrise Farm LP* (C.D. Cal. July 22, 2015) No. CV 12-2615 PSG (JEMx), 2015 WL 12732709, and other relevant authority providing a coherent framework for evaluating this Settlement Agreement.

3. The Court finds the Settlement Agreement was the product of informed, arms’-length, non-collusive negotiations by the Parties. In making these findings, the Court considered Defendant’s potential liability, the benefit to the State of California, allocation of settlement proceeds among Aggrieved Employees, and the fact that the Settlement Agreement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court further finds that the terms of the Settlement Agreement have no obvious deficiencies. The Court finds that the risks of further prosecution are substantial and include (1) the risks that penalties would be reduced after

1 evaluation of the totality of the circumstances and (2) the possibility that no penalties would be awarded
2 for some or all of the alleged violations.

3 4. The Court finds that Plaintiff has exhausted all administrative remedies required to
4 bring the PAGA claims asserted in this Action and is authorized to act as private attorneys general
5 with respect to the PAGA claims being released under the terms of the Settlement Agreement.
6 Pursuant to California Labor Code section 2699(l)(2), the LWDA was given timely notice of the
7 settlement, has not objected, and is therefore bound by this Order and Judgment.

8 5. The Court identifies the “Aggrieved Employees” as: Plaintiff and all other individuals
9 who are or were employed by Defendant as non-exempt hourly-paid employees, who worked at least
10 one shift in California during the PAGA Period.

11 6. The “PAGA Period” means the period from February 8, 2023 to October 31, 2024.

12 7. The Court hereby enters final judgment in accordance with the terms of the Parties’
13 Settlement Agreement in the Gross Settlement Amount of \$150,000.00. Of this amount, \$50,000 is
14 awarded as PAGA Counsel Fees Payment paid to Plaintiff’s counsel; \$12,392.97 is awarded as the
15 Litigation Expenses Payment paid to Plaintiff’s counsel; \$5,000 is awarded to Plaintiff as Plaintiff’s
16 service award and general release payment; and \$4,250 is awarded as administrative costs paid to the
17 Administrator, Apex Class Action Administration. The net remainder (\$78,357.03) will be paid 75% to
18 the LWDA and 25% to the PAGA aggrieved employees in accordance with Labor Code § 2699,
19 subdivision (i).

20 8. The Court finds that the PAGA Counsel Fees Payment award is reasonable compared to
21 amounts routinely approved in similar settlements and as guided by the California Supreme Court’s
22 decision concerning the awarding of fees from monetary funds for class members. (*Laffitte v. Robert*
23 *Half International, Inc.* (2016) 1 Cal. 5th 480, 503.) PAGA Counsel undertook representation on a
24 contingency basis despite the uncertainty of any fee award. PAGA Counsel were necessarily precluded
25 from pursuing other potential sources of fees because of work and fiduciary duties owed in connection
26 with this Action. Based on these considerations, and after conducting a lodestar cross-check, by the
27 Court, the Court finds the fee award of one-third of the Gross Settlement Amount is reasonable and fair.

1 The Court further finds the Litigation Expenses Payment is reimbursement for actual litigation costs,
2 and the Court finds these amounts were actually and necessarily incurred by PAGA Counsel in this
3 Action.

4 9. Nothing in this Order and Judgment, the Settlement Agreement, nor any exhibit,
5 document, or instrument delivered thereunder will be construed as an admission or concession by any
6 Party, and shall not be construed as an admission by Defendant in any way that the claims asserted
7 have any merit or that this Action was properly brought as a representative action, and shall not be
8 used as evidence of, or used against Defendant as, an admission or indication in any way, including
9 with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect
10 to the truth of any allegation asserted by any person. Whether or not the Settlement Agreement is
11 finally approved, neither the Settlement Agreement, nor any exhibit, document, statement, proceeding
12 or conduct related to the Settlement Agreement, nor any reports or accounts thereof, shall in any event
13 be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any
14 purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession,
15 indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or
16 damage. In the event the Settlement Agreement does not become effective in accordance with the
17 terms of the agreement, or the Settlement Agreement is not finally approved, or is terminated, canceled
18 or fails to become effective for any reason, this Order and Judgment shall be rendered null and void,
19 and the Parties shall revert to their respective positions as of before entering into the Settlement
20 Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this
21 Action, including all available defenses and affirmative defenses. In such an event, the Court's orders
22 regarding the Settlement Agreement, including this Order and Judgment, shall not be used or referred
23 to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
24 Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

25 10. Upon entry of this Order and Judgment, the Parties and the Administrator shall effectuate
26 all terms of the Settlement Agreement based on the provisions and timelines set forth therein and
27 consistent with this Order and Judgment.

1 11. Releases of Claims: Effective on the date when Defendant fully funds the entire Gross
2 Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

3 a. Plaintiff's Release. Plaintiff and her respective former and present spouses,
4 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns
5 generally, release and discharge Released Parties from all claims, transactions, or occurrences including, but
6 not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained
7 in the Operative Complaint and the PAGA Notices and (b) any and all claims against, or, transactions or
8 occurrences regarding Released Parties, which includes all claims which in any way relate to Plaintiff's
9 employment with Defendant, under State or Federal law, in tort, common law, statute, contract, or equity,
10 whether pled in the Complaint or not, including but not limited to any claims under the Fair Labor Standards
11 Act ("FLSA"), Title VII, Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act
12 ("FEHA"), Age Discrimination in Employment Act ("ADEA"), Private Attorneys General Act ("PAGA"),
13 California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the
14 future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the
15 date of execution hereof ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions
16 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
17 social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges
18 that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now
19 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in
20 all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

1 c. Release by Aggrieved Employees: All Aggrieved Employees, the State of
2 California, and the LWDA are deemed to release, on behalf of themselves and their respective former
3 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
4 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
5 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices
6 during the PAGA Period, including claims for (1) failure to pay overtime; (2) failure to provide legally
7 required meal periods and/or pay meal period premiums; (3) failure to provide legally required rest
8 periods and/or pay rest break premiums; (4) failure to pay all wages owed, including minimum wages;
9 (5) failure to timely pay all wages when due during employment and upon termination; (6) failure to
10 provide complete and accurate itemized wage statements; (7) failure to reimburse employees for all
11 required expenses; and (8) failure to maintain proper records.

12 d. Release by PAGA Counsel: PAGA Counsel release on behalf of their present
13 and former attorneys, employees, agents, successors and assigns the Released Parties from all claims
14 for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated
15 in the Operative Complaint and the PAGA Notices.

16 e. The Court identifies the “Released Parties” as: Defendant and each of its former and
17 present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
18 affiliates, subsidiaries, employees, attorneys, heirs, and any individual which could be jointly liable with
19 Defendant.

20 12. The Court will enter Judgment in accordance with this Order. Upon entry of the Final
21 Judgment, the Action will be DISMISSED WITH PREJUDICE, and each side will bear its own costs
22 and attorneys’ fees, except as provided by the Settlement Agreement and this Order and Judgment.

23 13. This Judgment intended to be a final disposition in its entirety of the above captioned
24 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction of all
25 matters relating to the interpretation, administration, implementation, effectuation, and enforcement of
26 the Settlement pursuant to Code of Civil Procedure section 664.6.

1 **IT IS SO ORDERED.**

2 DATED: 02/13/2025



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4 HONORABLE WILLIAM F. HIGHBERGER
5 JUDGE OF THE SUPERIOR COURT
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Spring Street Courthouse Mailing Address: 312 North Spring Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: JULIA MARIA ARAUZ ZEPEDA, vs LANDMARK MEDICAL SERVICES, INC. NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 24STCV04454

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
 Reference Number: 11600772_2025_02_12_14_13_18_455_9
 Submission Number: 25LA00270812
 Court Received Date: 02/12/2025
 Court Received Time: 2:15 pm
 Case Number: 24STCV04454
 Case Title: JULIA MARIA ARAUZ ZEPEDA, vs LANDMARK MEDICAL SERVICES, INC.
 Location: Spring Street Courthouse
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$35,000
 Notice Generated Date: 02/13/2025
 Notice Generated Time: 9:20 am

Documents Electronically Filed/Received

Status

Order (name extension)	Accepted
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Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect
 Contact: Legal Connect
 Phone: (800) 909-6859

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25LA00270812