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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

NADINE M. ZAMORA, individually, on behalf of
all others similarly situated, the State of California,
and other aggrieved employees,

Plaintiff,

vs.

INLAND MEDICAL ENTERPRISES, INC., a
California corporation; ALCOTT
REHABILITATION HOSPITAL, an unknown
entity; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV05102
(Consolidated with Case No. 24STCV06684)

[Hon. Laura A. Seigle, Dept. 17]

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: February 27, 2024
Trial Date: Not set

FILED
Superior Court of California
County of Los Angeles

09/03/2026

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

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The Court has before it Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the supporting Declarations of Kane Moon, Conor J.D. Gomez, Jodey Lawrence, Plaintiff Maria Duenas (“Plaintiff Duenas”) and Plaintiff Nadine M. Zamora (“Plaintiff Zamora,” together with Plaintiff Duenas, “Plaintiffs”), and GOOD CAUSE appearing, **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant Inland Medical Enterprises, Inc. (“Defendant”) (together with Plaintiffs, the “Parties”) agrees to create a common, non-reversionary gross fund of at least \$700,000.00 (the “Gross Settlement Amount”), subject to an escalator clause, and in addition to Defendant’s employer’s payroll taxes owed on the wage portions of the Individual Class Payments, to cover (a) Individual Class Payments to Participating Class Members; (b) a Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount or \$228,333.33; (c) a Class Counsel Expenses Payment for reimbursement of actual litigation costs not to exceed \$30,000.00; (d) an Administration Expenses Payment not to exceed \$15,000.00; (e) PAGA Penalties of \$60,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code Sections 2698, *et seq.* (“PAGA”), and distributed as 25% (\$15,000.00)

1 to the Aggrieved Employees and 75% (\$45,000.00) to the California Labor and Workforce
2 Development Agency (the “LWDA”); and (f) a Class Representative Service Payment to Plaintiffs
3 of not more than \$15,000.00, allocated as \$7,500.00 to Plaintiff Duenas and \$7,500.00 to Plaintiff
4 Zamora.¹

5 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
6 reasonable to the Class Members when balanced against the probable outcome of further litigation
7 relating to class certification, liability and damages issues, and potential appeals; (2) significant
8 class-wide discovery, investigation, research, and litigation have been conducted such that counsel
9 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
10 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
11 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
12 of serious, informed, adversarial, and arm’s-length negotiations between the Parties. Accordingly,
13 the Court preliminarily finds that the Settlement was entered into in good faith and meets the
14 requirements for preliminary approval.

15 4. A final approval hearing on the question of whether the proposed Settlement, the
16 Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Administration Expenses
17 Payment, the PAGA Penalties, and the Class Representative Service Payment should be finally
18 approved as fair, reasonable, and adequate as to the members of the Class is hereby set in
19 accordance with the Implementation Schedule set forth below.

20 5. The Court provisionally certifies, for settlement purposes only, the following class
21 (the “Class”): all persons employed by Defendant as hourly-paid or non-exempt employees in the
22 State of California during the Class Period. The “Class Period” means February 27, 2020, to
23 October 30, 2023.² Excluded from the Class will be any Class Member who opts out of the
24

25 ¹ Pursuant to ¶ 4.1 of the Settlement, Defendant shall fully fund the Gross Settlement Amount of
26 \$700,000.00 and the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the
funds to the Administrator no later than six (6) months after the Effective Date. (Settlement, ¶ 4.1.)

27 ² Although the Settlement Agreement defines the Class Period as February 27, 2020 through October
28 26, 2025, the Settlement Administrator subsequently determined that the Escalator Clause was triggered
because the Class Members worked 46,919 Workweeks during that period, exceeding the 28,050-

1 Settlement by sending the Administrator a valid and timely Request for Exclusion, pursuant to the
2 instructions provided in the Class Notice.

3 6. The Court identifies, for settlement purposes only, the following individuals (the
4 “Aggrieved Employees”): all persons employed by Defendant as hourly-paid or non-exempt
5 employees in the State of California during the PAGA Period. The “PAGA Period” means March
6 17, 2023, to October 26, 2025.

7 7. The Court finds, for settlement purposes only, that the Class meets the
8 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
9 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
10 common, or of general interest, to all Class Members, which predominate over individual issues;
11 (3) Plaintiffs’ claims are typical of the claims of the Class Members; (4) Plaintiffs and Class
12 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
13 action is superior to other available methods for the fair and efficient adjudication of the
14 controversy.

15 8. **Releases of Claims.** Effective on the date Defendant fully fund the entire Gross
16 Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class
17 Payments, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims
18 against all Released Parties as follows: (Settlement, ¶ 5.)

19 a. Released Parties. “Released Parties” means: Defendant and any predecessor, successor,
20 subsidiary, parent, or affiliate as defined by Corporations Code § 150, and each of its
21 supervisory/managerial employees, members, managing agents, shareholders, directors,
22 and/or officers. (*Id.* at ¶ 1.40.)

23 b. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses,
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns
25

26
27 Workweek threshold. Defendant elected, pursuant to the Escalator Clause, to shorten the Class Period.
28 The Settlement Administrator determined that the adjusted Class Period end date is October 30, 2023,
through which there were 28,037 Workweeks and 374 Class Members. Accordingly, the PAGA Period
end date is also adjusted to October 30, 2023.

generally, release and discharged Released Parties from all claims, transactions, or occurrences, known or unknown, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts in Plaintiffs' PAGA Notices; and (c) all other claims, whether or not related to the facts and allegations in the Operative Complaint, that Plaintiffs have or may have against the Released Parties as of the date they sign the Agreement. (Plaintiffs' Release.") (*Id.* at ¶ 5.1.1.) Plaintiffs' Release does not extend to any claims or actions to enforce the Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. (*Id.*) Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. (*Id.*)

For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party (*Id.* at ¶ 5.1.2.)

- c. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or (ii) reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. (*Id.* at ¶ 5.2) Excluded from this portion of the release are claims for PAGA penalties that were alleged, or reasonably could have been alleged,

1 based on the facts stated in the PAGA Notices. (*Id.*) Participating Class Members do not
2 release any other claims, including claims for vested benefits, wrongful termination,
3 violation of the Fair Employment and Housing Act, unemployment insurance, disability,
4 social security, workers' compensation, or claims based on facts occurring outside the
5 Class Period. (*Id.*)

6 d. PAGA Release: Plaintiffs, on their own behalf and on behalf of the State of California, are
7 deemed to release, on behalf of themselves and their respective past and present
8 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
9 Released Parties from all claims for civil penalties under PAGA, based on the facts and
10 Labor Code sections that were alleged or reasonably could have been alleged in Plaintiffs'
11 PAGA notices of violations and/or amended PAGA notices of violations. (*Id.* at ¶ 5.3.)

12 9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
13 definitions as set forth in the Settlement.

14 10. The Court appoints, for settlement purposes only, Plaintiffs as the Class
15 Representatives. The Court approves, on a preliminary basis, a Class Representative Service
16 Payment from the Gross Settlement Amount of not more than \$15,000.00, allocated as \$7,500.00
17 to Plaintiff Duenas and \$7,500.00 to Plaintiff Zamora, in addition to the amount Plaintiffs are
18 eligible to receive as Class Members, for initiating the Action and providing services in support
19 of the Action. To the extent the final amount awarded is less than the amount requested, the
20 remainder will be allocated to the Net Settlement Amount for distribution to Participating Class
21 Members.

22 11. The Court appoints, for settlement purposes only, Plaintiffs' Counsel Moon Law
23 Group, PC and Wilshire Law Firm, PLC, as Class Counsel. The Court approves, on a preliminary
24 basis, Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement
25 Amount or \$228,333.33, as well as reimbursement for actual costs not to exceed \$30,000.00. To
26 the extent actual costs are less and/or the final amounts awarded for fees and/or costs are less than
27 the amounts requested, the remainder will be allocated to the Net Settlement Amount for
28 distribution to Participating Class Members.

1 12. The Court appoints Phoenix Class Action Administration Solutions as the
2 Administrator with payment from the Gross Settlement Amount for reasonable administration
3 costs not to exceed \$15,000.00, except upon a showing of good cause and as approved by the
4 Court. To the extent administration costs are less, the remainder will be allocated to the Net
5 Settlement Amount for distribution to Participating Class Members.

6 13. The Administrator shall perform services and duties as provided for in the
7 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail in
8 English and Spanish. Class Members shall not be required to submit a claim form in order to
9 receive individual settlement payments.

10 14. The Court approves, as to form and content, the *Notice of Class Action Settlement*
11 *and Hearing Date for Final Court Approval* (the “Class Notice”) attached to the Third
12 Supplemental Declaration of Kane Moon in Support of Plaintiffs’ Motion for Preliminary
13 Approval of Class Action and PAGA Settlement Agreement as **Exhibit A** and incorporated by
14 reference. The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice
15 satisfies due process, provides the best notice practicable under the circumstances, and constitutes
16 due and sufficient notice to all persons entitled thereto.

17 15. The obligations set forth in the Settlement are deemed part of this Preliminary
18 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement
19 Agreement according to its terms and provisions.

20 16. The Court orders the following Implementation Schedule:

21 Defendant to provide the Administrator 22 with the Class Data	Within 15 calendar days after the Court grants Preliminary Approval of the Settlement
23 Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data
24 Response and Opt-Out Deadline	Within 60 calendar days after mailing (plus an additional 14 calendar days for 25 any re-mailed Class Notices)

Final Approval Motion Filing Deadline	At least 16 court days before the Final Approval Hearing
Final Approval Hearing	January 4, 2027, at 9:00 a.m. in Dept. 17

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

18. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

19. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

IT IS SO ORDERED.

DATED: 09/03/2026



Laura Seigle

The Honorable Laura A. Seigle
Judge of the Superior Court, Los Angeles County
Laura A. Seigle / Judge