

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
john.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
Emily K. Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff
Karina Zayas

[Additional Counsel Next Page]

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

JESLYN BARRIOS, and KARINA ZAYAS,
individually, and on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

v.

TRI-STATE COMMUNITY HEALTHCARE
CENTER, a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24STCV28332

*[Assigned for All Purposes to the Hon.
Samantha Jessner, Dept. 7]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: June 11, 2026

Time: 10:00 a.m.

Dept: 7

Action Filed: October 29, 2024

1 Kenneth H. Yoon (State Bar No. 198443)
2 kyoon@yoonlaw.com
3 Stephanie E. Yasuda (State Bar No. 265480)
4 syasuda@yoonlaw.com
5 **YOON LAW, APC**
6 751 N. Fair Oaks Avenue, Suite 102
7 Pasadena, California 91103
8 Telephone: (213) 612-0988

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Attorneys for Plaintiff
Jeslyn Barrios

1 Plaintiffs Jeslyn Barrios and Karina Zayas’s (collectively “Plaintiffs”) Motion for Final
2 Approval of Class Action and PAGA Settlement came before this Court on June 11, 2026, at
3 10:00 a.m., in Department 7 of the Superior Court of California, County of Los Angeles, Spring
4 Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. On
5 February 24, 2026, this Court issued an Order Granting Plaintiffs’ Motion for Preliminary
6 Approval of Class Action and PAGA Settlement. Plaintiffs now seek an order granting final
7 approval of the Amended Class Action and PAGA Settlement Agreement (“Settlement”), a copy
8 of which is attached to the Declaration of Courtney M. Miller in Support of Plaintiffs’ Motion
9 for Preliminary Approval of Class Action Settlement as **Exhibit 2**.

10 Having received and considered the Settlement, the supporting papers filed by the
11 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
12 of Class Action Settlement granted on February 24, 2026, and the instant Motion for Final
13 Approval of Class Action and PAGA Settlement and supporting papers, the Court grants final
14 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
15 DETERMINATIONS:

16 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
17 including all Settlement Class Members.

18 2. The Court finds that the Class, as defined below, is properly certified as a class for
19 settlement purposes only:

20 all current and former non-exempt, hourly paid employees who worked for Defendant in
21 California at any time during the Class Period.

22 3. “Class Period” means the period from May 22, 2020, through May 27, 2025.

23 4. The Court hereby confirms Plaintiffs Jeslyn Barrios and Karina Zayas as the Class
24 Representatives for settlement purposes only.

25 5. The Court hereby confirms John G. Yslas, Eugene Zinovyev, John Brown, Gabriella
26 Solé, and Courtney M. Miller of Wilshire Law Firm, PLC and Kennth H. Yoon and Stephanie E.
27 Yasuda of Yoon Law, APC as Class Counsel for settlement purposes only.

28 ///

1 6. The Class Notice provided to the Class Members conforms with the requirements
2 of California Code of Civil Procedure section 382, California Civil Code section 1781, California
3 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
4 applicable law, and constitutes the best notice practicable under the circumstances, by providing
5 individual notice to all Class Members who could be identified through reasonable effort, and by
6 providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The notice fully satisfied the requirements of due process.

8 7. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 8. The Settlement is not an admission by Defendant, nor is this Order a finding of the
14 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
15 nor any document referred to herein, nor any action taken to carry out the Settlement, may be
16 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
17 liability whatsoever by or against Defendant.

18 9. No Class Members have objected to the Settlement.

19 10. One (1) Class Member has requested exclusion from the Settlement, Elina K.
20 Melkonyan.

21 11. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
22 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
23 Administrator on the following schedule: one third (1/3) of the Gross Settlement Amount shall be
24 funded after Final Approval, one third (1/3) of the Gross Settlement Amount shall be funded within
25 180 days after the first payment, and one third (1/3) of the Gross Settlement Amount plus
26 Defendant's share of payroll taxes shall be funded within 300 days after the first payment.

27 12. Within 14 days after Defendant fully funds the Gross Settlement Amount, the
28 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,

1 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
2 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
3 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
4 Payment and the Class Representative Service Payment shall not precede disbursement of
5 Individual Class Payments and Individual PAGA Payments.

6 13. In addition to any recovery Plaintiffs may receive under the Settlement, and in
7 recognition of Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves
8 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
9 Jeslyn Barrios of \$15,000.00 and a Class Representative Service Payment to Plaintiff Karina Zayas
10 of \$15,000.00 (\$30,000.00 total).

11 14. The Court approves payment from the Gross Settlement Amount for civil penalties
12 under PAGA in the amount of \$50,000.00 with the LWDA to receive 65% (\$32,500.00), and the
13 remaining 35% (\$17,500.00) to be distributed to Aggrieved Employees, defined as all current and
14 former non-exempt, hourly paid employees who worked for Defendant in California at any time
15 during the period from May 22, 2023, through May 27, 2025 ("PAGA Period"). The Court finds
16 and determines that such payment is fair, reasonable, and appropriate.

17 15. The Court approves payment from the Gross Settlement Amount for attorneys' fees
18 to Class Counsel in the amount of \$245,000.00, and the reimbursement of litigation costs in the
19 amount of \$31,182.03. Both are reasonable amounts. The reasonableness of the fee award is
20 determined based on a reasonable percentage of the common fund obtained for the Class. The
21 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
22 efficient litigation practices and reflects the actual benefit obtained for the Class.

23 16. The Court approves payment from the Gross Settlement Amount in the amount of
24 \$10,000.00 to Phoenix Settlement Administrators for its performance of settlement administration
25 services.

26 17. Individual Class Payment and Individual PAGA Payment checks will be valid for
27 180 days after mailing by the Settlement Administrator. After the 180-day check validity period,
28 unclaimed or uncashed settlement checks will be cancelled and the Administrator shall transmit

1 the funds represented by such checks to the California Controller's Unclaimed Property Fund in
2 the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
3 the California Code of Civil Procedure section 384, subd. (b).

4 18. Effective on the date when Defendant fully funds the entire Gross Settlement
5 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
6 Payments, Plaintiffs, Class Members, Aggrieved Employees, and Class Counsel will release claims
7 against all Released Parties as follows:

8 (a) Released Class Claims: All Participating Class Members, on behalf of
9 themselves and their respective former and present representatives, agents, attorneys, heirs,
10 administrators, successors and assigns, release Released Parties from all claims that were alleged,
11 or reasonably could have been alleged, based on the Class Period facts stated in the Operative
12 Complaint. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do
13 not release any other claims, including claims for vested benefits, wrongful termination, violation
14 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
15 workers' compensation or claims based on facts occurring outside the Class Period.

16 (b) Released PAGA Claims: All Aggrieved Employees are deemed to release,
17 on behalf of themselves and their respective former and present representatives, agents, attorneys,
18 heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA
19 penalties that were alleged, or reasonably could have been alleged, based on the Operative
20 Complaint, and the PAGA Notices during the PAGA Period.

21 19. Without affecting the finality of this judgment in any way, pursuant to California
22 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
23 interpretation, administration, implementation, effectuation, and enforcement of this order and
24 the Settlement.

25 20. A Settlement Compliance Hearing is set for November ____, 2027, at
26 ____ a.m./p.m. or a date and time soon thereafter more convenient for the Court:
27 _____, at ____ a.m./p.m. in Dept. 7 of the above-captioned Court.

28 ///

1 21. A final report from the Settlement Administrator indicating that disbursements were
2 made pursuant to the Settlement shall be filed at least 15 days prior to the Settlement Compliance
3 Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no
4 appearance will be required at the Settlement Compliance Hearing.

5 22. The Court hereby enters final judgment in accordance with the terms of the
6 Settlement, the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and
7 PAGA Settlement, and this Order.

8 **IT IS SO ORDERED.**

9
10
11 Dated: _____

HON. SAMANTHA JESSNER
JUDGE OF THE SUPERIOR COURT