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Attorneys for Plaintiff BABATUNDE ADESANYA,
on behalf of himself and others similarly situated

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN**

BABATUNDE ADESANYA and RACHEL
SANCHEZ, on behalf of themselves and
others similarly situated,

Plaintiffs,

vs.

SAN JOAQUIN COMMUNITY HOSPITAL,
dba ADVENTIST HEALTH
BAKERSFIELD, a California nonprofit
corporation; ADVENTIST HEALTH, an
entity of unknown form; and DOES 1 through
50, inclusive,

Case No. BCV-24-102762

Assigned for All Purposes To:

Hon. Thomas S. Clark

Dept.: 17

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT
CLAIMS, ENTERING JUDGMENT**

Date: March 20, 2026

Time: 8:30 a.m.

Dept.: 17

FILED
SUPERIOR COURT OF CA, COUNTY OF KERN

MAR 20 2026

BY _____ DEPUTY

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10 Attorneys for RACHEL SANCHEZ on behalf of
the general public as private attorney general

1 [PROPOSED] ORDER

2 The Court, having reviewed the Parties' Settlement Agreement (the "Settlement" or
3 "Settlement Agreement") attached as Exhibit "1" to the Declaration of James Hawkins, together
4 with the Motion for Approval of Settlement of Private Attorneys General Act Claims and the
5 Declaration of James Hawkins and the Declaration of Romand Shkodnik and exhibits attached
6 thereto, hereby ORDERS AS FOLLOWS:

7 Plaintiffs' operative Complaint seeks civil penalties on behalf of the State of California
8 and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by
9 PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set
10 forth in Plaintiffs' Complaint and the letters to the Labor Workforce and Development Agency
11 "LWDA") dated August 15, 2024 and September 25, 2024 (the "LWDA Letters"), on behalf of
12 all current and former non-exempt employees of Defendant San Joaquin Community Hospital
13 ("Defendant") from August 15, 2023 through November 2, 2025 ("PAGA Period").

14 Under PAGA, in any action brought by an aggrieved employee, the Court "shall
15 review and approve any settlement of any civil action filed pursuant to this part." Lab. Code §
16 2699(1)(2). Accordingly the Court, having considered the proposed settlement set forth in the
17 Amended Settlement Agreement, including the proposed PAGA penalties, under Labor Code
18 § 2699(1)(2), having considered the papers filed in support of the proposed settlement and the
19 arguments of counsel, and good cause appearing, **NOW THEREFORE, IT IS ORDERED:**

- 20 1. The Court finds the instant Action presents a good faith dispute of the claims
21 alleged;
- 22 2. The Court finds in favor of settlement approval, and therefore approves the
23 Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of
24 the releases and other terms, as fair, just, reasonable, and adequate;
- 25 3. The Court finds further that Plaintiffs, acting on behalf of themselves and the
26 State of California, by operation of this Order hereby releases and forever discharges Defendant
27 and the Released Parties (as defined in the Settlement Agreement) from any and all PAGA
28

1 Released Claims (as defined in the Settlement Agreement) including penalties asserted in
2 Plaintiffs' Operative Complaint, including any and all known and unknown claims for civil
3 penalties under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that
4 arise.

5 4. The Court finds further that the foregoing release shall be binding on Plaintiffs
6 and the State of California, and shall bar any claim under PAGA brought by any person,
7 including the Aggrieved Employees (defined as PAGA Group Members in the Settlement
8 Agreement), on behalf of the State of California, as to the PAGA Released Claims and
9 Released Parties.

10 5. The Parties are directed to comply with all terms of the Settlement Agreement,
11 and Defendant is directed to make all payments required by the Settlement Agreement;

12 6. Under the Settlement Agreement, Defendant agrees to pay an all-in Total
13 Settlement Payment of Nine Hundred Nine Thousand Dollars and Zero Cents (\$909,000.00)
14 (the "Total Settlement Payment"). The Total Settlement Payment is inclusive of payments to
15 the LWDA and Aggrieved Employees, Attorney's Fees and Costs, and Administration Costs.
16 No portion of the Total Settlement Amount will revert to Defendant. Plaintiffs' Counsel
17 requests an award of attorney's fees of \$303,000.00 and litigation costs of \$24,888.04 and
18 payment of settlement administrator ILYM Group Inc.'s costs of \$15,000.00. The Court finds
19 the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these
20 payments, and directs the Settlement Administrator to make the above payments from the
21 Gross Settlement Amount.

22 7. After deducting the foregoing payments, the estimated remainder of
23 approximately \$566,111.96 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor
24 Code section 2699(i), the NSA will then be distributed 65% percent (\$367,972.77) to the
25 LWDA, and the remaining 35% percent (\$198,139.18) to the Aggrieved Employees on a pro
26 rata basis, as set forth in the Settlement Agreement. The Court approves these payments, and
27 directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees,
28

1 along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to
2 otherwise carry out its duties as set forth in the Settlement Agreement; and

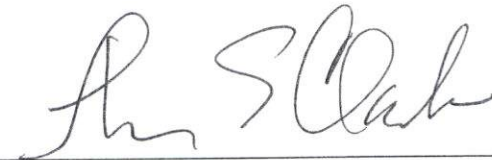
3 8. The Court hereby enters Judgment pursuant to the terms of the settlement
4 agreement and the Court reserves exclusive and continuing jurisdiction over the Action and the
5 Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,
6 enforcement, construction, administration, and interpretation of the Settlement Agreement.

7 9. Plaintiffs shall promptly submit a copy of this Order to the LWDA pursuant to
8 PAGA.

9 **IT IS SO ORDERED.**

10
11 Dated:

3-20-26



HON. THOMAS S. CLARK
SUPERIOR COURT JUDGE