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LOS ANGELES SUPERIOR COURT

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Superior Court of California
County of Los Angeles

DEC 08 2020

Sherri R. Carter, Executive Officer/Clerk
By: Nancy Navarro, Deputy

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

11 SANDRA TORRES, individually, and on
12 behalf of other members of the general public
similarly situated and on behalf of other
13 aggrieved employees pursuant to the California
Private Attorneys General Act;

14 Plaintiff,

15 vs.

16 COMMUNITY HEALTH ALLIANCE OF
17 PASADENA, a California corporation; and
DOES 1 through 100, inclusive,
18

19 Defendants.

Case No.: BC713396

Honorable Maren E. Nelson
Department SSC17

CLASS ACTION

[PROPOSED] JUDGMENT

Complaint Filed: July 11, 2018
FAC Filed: January 24, 2020
Trial Date: None Set

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[PROPOSED] JUDGMENT

1 The parties having settled the above-captioned action ("Action") and the Court having
2 entered the Order Granting Motion for Final Approval of Class Action Settlement, and good
3 cause appearing, **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED THAT:**

4 1. Except as set forth in the Amended Joint Stipulation and Settlement Agreement
5 and Stipulation re Amendments to Amended Stipulation and Settlement Agreement (together,
6 "Settlement," "Agreement," or "Settlement Agreement") and Final Approval Order, Class
7 Representative Sandra Torres, and all members of the Class, shall take nothing by their First
8 Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys
9 General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") in this Action.

10 2. Each party shall bear its own attorneys' fees and costs, except as otherwise
11 provided in the Settlement Agreement and Final Approval Order.

12 3. No Class Members opted out of the Settlement.

13 4. Each Participating Class Member has released any and all Released Claims
14 against the Released Parties. All Participating Class Members shall be permanently enjoined and
15 forever barred from asserting any of the Released Claims against the Released Parties, according
16 to the terms of the Settlement.

17 5. As used in paragraph 4 above, the quoted terms have the meanings set forth
18 below:

19 (a) "Class" or "Class Member(s)" means current and former hourly-paid or non-
20 exempt employees who worked for Community Health Alliance of Pasadena
21 ("Defendant") in California at any time during the period from July 11, 2014
22 to July 17, 2020.

23 (b) "Participating Class Member(s)" means all Class Members who did submit a
24 valid and timely Request for Exclusion.

25 (c) "Released Claims" means all of the claims described in paragraph I.CC of the
26 Settlement, as follows:

27 all claims, rights, demands, liabilities, losses, obligations, guarantees,
28 costs, expenses, attorneys' fees, damages, liquidated damages, penalties,
interest, actions and causes of action that arise from or relate to the same

1 set of operative facts as those set forth in the Operative Complaint,
2 whether sounding in law or equity, tort, contract, statute, or other
3 applicable federal, state or local law or regulation, that include, but are not
4 limited to: (i) claims for failure to pay overtime wages; (ii) claims for
5 failure to provide compliant meal periods and premiums in lieu thereof;
6 (iii) claims for failure to provide compliant rest periods and premiums in
7 lieu thereof; (iv) claims for failure to pay minimum wages; (v) claims for
8 failure to timely pay wages upon termination; (vi) claims for failure to
9 timely pay wages during employment; (vii) claims for failure to provide
10 complaint wage statements; (viii) claims for failure to keep requisite
11 payroll records; (ix) claims for unreimbursed business expenses; (x) all
12 claims asserted through California Business & Professions Code §§
13 17200, *et seq.*; and (xi) all claims for penalties under PAGA, California
14 Labor Code §§ 2698, *et seq.* based on the preceding claims. The Released
15 Claims will be as to the Released Parties. The Released Claims only
16 applies to claims which arose during the Class Period. The Released
17 Claims shall not apply to claims for workers' compensation benefits,
18 unemployment insurance benefits, or any other claim or right that as a
19 matter of law that cannot be waived or released.

12 (d) "Released Parties" means:

13 Defendant and its past, present and/or future, direct and/or indirect,
14 officers, directors, employees, representatives, administrators, attorneys,
15 agents, parent companies, subsidiaries and affiliated corporations and
16 entities, consultants, insurers, reinsurers, shareholders, joint ventures,
17 predecessors, successors, and/or assigns.

16 (e) "Class Period" means:

17 The period from July 11, 2014 to July 17, 2020.

19 6. After entry of this Judgment, pursuant to California Rules of Court, Rule
20 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement
22 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
23 distribution of settlement benefits.

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1 7. Notice of entry of this Judgment shall be given to the Class Members by posting a
2 copy of the Judgment on the Settlement Administrator's website for this Settlement, for a period
3 of at least sixty (60) calendar days after the date of entry of this Judgment. No individualized
4 notice shall be required to be provided to the Class.

5
6 Dated: 12/2/2020 Maren E. Nelson MAREN E. NELSON
7 HONORABLE MAREN E. NELSON
8 JUDGE OF THE SUPERIOR COURT
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PROOF OF SERVICE

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 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On November 9, 2020, I served the foregoing document(s) described as

• **[PROPOSED] JUDGMENT**

on interested parties in this action as follows:

Lonnie D. Giamela (lgiamela@fisherphillips.com)

Suzy E. Lee (slee@fisherphillips.com)

FISHER & PHILLIPS LLP

444 South Flower Street, Suite 1500

Los Angeles, California 90071

Attorneys for Defendant Community Health Alliance of Pasadena

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the individual(s) listed above.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 9, 2020, at Glendale, California.

Sarah Poswal