

**FILED**

Superior Court of California  
County of Los Angeles

04/19/2023

David W. Slayton, Executive Officer / Clerk of Court

By:                     R. Arraiga                     Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

LORETTA CANNON, as an	)	Case No.: 19STCV14554
individual and on behalf of all	)	
others similarly situated,	)	
	)	
Plaintiff,	)	
	)	JUDGMENT
vs.	)	
	)	
PASADENA HOSPITAL ASSOCIATION,	)	
LTD D/B/A/ HUNTINGTON HOSPITAL,	)	
and DOES 1-50, inclusive,	)	
	)	
Defendants.	)	
	)	
	)	

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on August 18, 2022.

1           B.     The Court granted final approval of the Settlement  
2 Agreement on March 23, 2023, certified the settlement class with  
3 the following opt-outs: Priscilla Raymond, Pete Boonyakiat,  
4 Shilpa Jandyala, Higinio De La Rosa, Diane Kroeger, Rano  
5 Abramyan, Xiomara Uzunyan, Tyra Chan, Frances Elliott, and Megan  
6 Hersh, and found that the Settlement Agreement was fair,  
7 adequate and reasonable.

8           C.     The Court defined the following:

9           "Class Members": all current and former non-exempt  
10 employees of Defendant who worked in California at any time  
11 during the Class Period ("Settlement Class Members"). (¶3)

12           "Class Period": September 30, 2016 through (1) December  
13 31, 2021, or (2) the date the Court grants preliminary approval  
14 of this Settlement, whichever occurs first. (¶4)

15           "PAGA Employee" or "Aggrieved Employee": all current and  
16 former non-exempt employees of Defendant who worked in  
17 California at any time during the PAGA Period. (¶18)

18           "PAGA Period": April 12, 2018 through the date the Court  
19 grants preliminary approval of this Settlement. (¶21)

20           "Settlement Class Members": the individual Class Members  
21 who did not opt-out of the Settlement by submitting a valid  
22 request for exclusion. (¶25)

23           IT IS ORDERED, ADJUDGED AND DECREED:  
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1           1.     Plaintiff Loretta Cannon, as an individual and on  
2 behalf of all others similarly situated, shall take from  
3 Defendant Pasadena Hospital Association, Ltd. D/B/A/ Huntington  
4 Hospital, as set forth in the Parties' Settlement Agreement and  
5 the Court's Approval Order entered March 23, 2023.

6           2.     Defendants must pay Plaintiffs the Gross Settlement  
7 Amount (GSA) of \$3,700,000. The Net Settlement Amount is the  
8 GSA minus the following:

9                   a.     \$1,233,333 (33 1/3%) for attorney fees to Class  
10 Counsel, Crosner Legal, PC and Marlis Park, P.C.; (¶46);

11                   b.     \$14,213.53 for litigation costs to Class Counsel  
12 (Ibid.);

13                   c.     \$5,000 for a service award to the Named Plaintiff  
14 Loretta Cannon; (¶47);

15                   d.     \$37,277 for settlement administration costs to  
16 Atticus Administration, LLC.

17                   e.     \$60,000 (75% of \$80,000 PAGA penalty) to the LWDA  
18 (¶43).

19           Defendant's share of payroll taxes will be paid separately  
20 and in addition to the GSA. (¶26)

21           3.     The "Class Released Claims". Upon the date the  
22 Settlement is funded, the Settlement Class Members and Plaintiff  
23 release all claims pleaded in the Operative Complaint, and which  
24 could have been alleged based upon the facts, allegations and/or  
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1 claims pleaded in the Operative Complaint, against the Released  
2 Parties, for work performed during the Class Period, including  
3 the following: (¶62)

4       The Claims set forth in the Operative Complaint,  
5 specifically, (1) failure to pay minimum wages (Labor Code §§  
6 1194, 1194.2, 1197, 1197.1, 1198, 1199); (2) failure to pay  
7 overtime wages (Labor Code §§ 204, 510, 558, and 1194); (3)  
8 recovery of reporting time pay (Labor Code § 1198, 8 Cal. Regs.  
9 Code § 11050(5)); (4) failure to provide meal periods or  
10 compensation in lieu thereof (Labor Code §§ 226.7 and 512); (5)  
11 failure to provide rest periods or compensation in lieu thereof  
12 (Labor Code § 226.7); (6) recovery of vested, accrued paid time  
13 off (Labor Code § 227.3); (7) failure to provide paid sick leave  
14 (Labor Code §§ 245-248.5); (8) failure to pay reimbursement for  
15 business expenses (Labor Code § 2802); (9) failure to provide  
16 accurate wage statements (Labor Code §§ 226, 1174 and 1175);  
17 (10) waiting time penalties (Labor Code §§ 201, 202 and 203);  
18 (11) failure to properly conduct background checks (Labor Code  
19 §§ 432.7, 1024.5); (12) retaliation (Labor Code § 1102.5); (13)  
20 violation of Unfair Competition Law (Business and Professions  
21 Code §§ 17200 et seq.); (14) violation of the Fair Labor  
22 Standards Act (29 U.S.C. § 207); and (15) predicated on the same  
23 facts and/or claims alleged in the Operative Complaint; as well  
24 as any claims that could have been pled which arise from the  
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1 same facts in the Operative Complaint concerning the Class  
2 Representative or the putative class including claims for  
3 interest, penalties (including but not limited to waiting time  
4 penalties), or premiums in connection therewith; (¶62.a)

5 Any claims for injunctive relief, declaratory relief,  
6 restitution, fraudulent business practices or punitive damages  
7 alleged or which could have been alleged under the facts,  
8 allegations and/or claims pleaded in the Operative Complaint;  
9 (¶62.b)

10 Any and all other claims under federal law that were or  
11 could have been alleged under the facts, allegations and/or  
12 claims pleaded in the Operative Complaint. In addition, to the  
13 extent required by law, the cashing of the settlement check by  
14 the Settlement Class Member shall be deemed to be an opt-in for  
15 purposes of releasing Released Parties from any claims  
16 predicated under the Fair Labor Standards Act ("FLSA") that  
17 could have been alleged under the facts, allegations and/or  
18 claims pleaded in the Operative Complaint. The Settlement  
19 Administrator shall include a legend on the settlement check  
20 stating "By cashing this check, to the extent required by law to  
21 effectuate a release of FLSA claims, I am opting into the  
22 settlement in Loretta Cannon v. Pasadena Hospital Association  
23 Ltd d/b/a Huntington Hospital, pending in Los Angeles Superior  
24 Court, Case No. 19STCV14554, under FLSA, 29 U.S.C. § 216(b), and  
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1 releasing the Released Claims described in the Settlement  
2 Agreement." The claims set forth in subparagraphs (a)-(c)  
3 hereinabove shall be collectively referred to as the "Class  
4 Released Claims." (§62.c)

5 "Operative Complaint" shall mean and refer to the Second  
6 Amended Complaint. (§16)

7 Release of PAGA Claims. Upon the date the Settlement is  
8 funded, Plaintiff and the PAGA Employees hereby do and shall be  
9 deemed to have fully, finally, and forever released, settled,  
10 compromised, relinquished and discharged any and all of the  
11 Released Parties of and from any and all claims for violation of  
12 the California Private Attorneys General Act of 2004 (Labor Code  
13 § 2698, et seq.), ("PAGA claims") as alleged in the Operative  
14 Complaint, which includes those alleged in the PAGA letter(s)  
15 sent to the LWDA by Plaintiff that arose at any time during the  
16 PAGA Period. The PAGA Employees will be issued a check for their  
17 share of the PAGA Payment and will not have the opportunity to  
18 opt out of, or object to, the PAGA Payment and release of the  
19 PAGA Claims set forth in this Paragraph. The PAGA Employees are  
20 bound by the release of the PAGA Claims regardless of whether  
21 they cash or deposit their PAGA Employee Payment. (§63)

22 "Released Parties" collectively shall encompass Pasadena  
23 Hospital Association Ltd d/b/a Huntington Hospital, and any of  
24 its past, present and future direct or indirect parents,  
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1 subsidiaries, predecessors, successors and affiliates, as well  
2 as each of its past, present and future officers, directors,  
3 employees, partners, members, shareholders and agents,  
4 attorneys, insurers, and reinsurers. (¶23)

5 Named Plaintiff, Loretta Cannon, additionally provides a  
6 general release and \$1542 waiver. (¶64)

7 4. All uncashed settlement checks, plus interest, must be  
8 delivered to the California State Controller's Unclaimed  
9 Property Division in the name of the Class Member/Aggrieved  
10 Employee who did not cash his or her check.

11 5. Pursuant to California Rules of Court, Rule 3.769(h),  
12 the Court retains jurisdiction over the parties with respect to  
13 enforcement of this Judgment under California Code of Civil  
14 Procedure Section 664.6.

15 CLERK TO GIVE NOTICE.

16 DATED: April 19, 2023



17 *Yvette M. Palazuelos*

18 YVETTE M. PALAZUELOS  
19 JUDGE OF THE SUPERIOR COURT  
20 Yvette M. Palazuelos / Judge  
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