

EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 301656 NAME: Amir H. Seyedfarshi FIRM NAME: Employment Rights Lawyers STREET ADDRESS: 6380 Wilshire Blvd., Suite 1602 CITY: Los Angeles STATE: CA ZIP CODE: 90048 TELEPHONE NO.: 424-777-0964 FAX NO.: E-MAIL ADDRESS: amir@employmentrightslawyers.com ATTORNEY FOR (name): Plaintiff, Valerie Boyer		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North 1st Street MAILING ADDRESS: 191 North 1st Street CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Santa Clara Downtown Superior Court		
PLAINTIFF/PETITIONER: VALERIE BOYER, individually DEFENDANT/RESPONDENT: LUCILE SALTER PACKARD CHILDREN'S HOSPITAL OTHER:		CASE NUMBER: 20CV375153
		JUDICIAL OFFICER: Honorable Theodore C. Zayner
PROPOSED ORDER (COVER SHEET)		DEPT: 19

**NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:  
Plaintiff, VALERIE BOYER
2. Title of the proposed order:  
AMENDED [PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT
3. The proceeding to which the proposed order relates is:
  - a. Description of proceeding: Final Approval of the class action Settlement.
  - b. Date and time: November 20, 2024
  - c. Place: Santa Clara Superior Court, Department 19
4. The proposed order was served on the other parties in the case.

Amir H. Seyedfarshi  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Valerie Boyer v. Lucile Salter Packard Children's Hospital

CASE NUMBER:

20CV375153

**PROOF OF ELECTRONIC SERVICE**  
***PROPOSED ORDER***

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

6380 Wilshire Blvd., Suite 1602, Los Angeles, CA 90048

b. My electronic service address is (*specify*): legal1@employmentrightslawyers.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Sara Moore, Attorney for defendant Lucile Salter Packard Children's Hospital

b. To (*electronic service address of person served*): smoore@grsm.com

c. On (*date*): 11/19/2024

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: 11/19/2024

Djina Rakovic

(TYPE OR PRINT NAME OF DECLARANT)



*Djina Rakovic*

(SIGNATURE OF DECLARANT)

**ACKERMANN & TILAJEF, P.C.**

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Telephone: (424) 777-0964

Attorneys for Plaintiff, the Proposed Settlement Class, the LWDA, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR COUNTY OF SANTA CLARA**

VALERIE BOYER, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

LUCILE SALTER PACKARD CHILDREN'S  
HOSPITAL AT STANFORD, a California  
corporation, and DOES 1 to 100, inclusive,

Defendant.

CASE NO: 20CV375153

**AMENDED [~~PROPOSED~~] ORDER OF FINAL  
APPROVAL AND JUDGMENT**

Date: November 20, 2024  
Time: 2:30 p.m.  
Judge: Honorable Theodore C. Zayner  
Dept.: 19

On November 20, 2024, the Court held a further hearing on Plaintiff Valerie Boyer's ("Plaintiff") Motion for Final Approval of Class Action Settlement and Attorneys' Fees and Costs between Plaintiff and Defendant Lucile Salter Packard Children's Hospital at Stanford ("Defendant").

Due and adequate notice having been given to Class Members, and the Court having considered the Amended Joint Stipulation of Class Action and PAGA Settlement (the "Settlement" or "Settlement

Agreement”), all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the proposed settlement, and having reviewed the record in this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement and **ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS AND ENTERS FINAL JUDGMENT AS FOLLOWS:**

1. All terms used in this Amended Order of Final Approval and Judgment (the “Order and Judgment”) shall have the same meanings given as those terms are used and/or defined in the parties’ Settlement Agreement.<sup>1</sup>

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve this Settlement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Agreement, and as follows:

*Plaintiff and all other individuals in California who are or were employed by Defendant and who entered into Temporary Remote Work Agreements with Defendant during the period from March 13, 2020 through March 12, 2021 (the “Class Period”).*

4. The Court has held a Final Approval and Fairness Hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement Agreement.

5. The Court finds that an ascertainable class of 1,260 Class Members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest of the Class Members.

6. The Court is satisfied that Atticus Administration, LLC (“Atticus”), which functioned as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports

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<sup>1</sup> A copy of the Settlement Agreement is in the Court record as Exhibit B to the Supplemental Declaration of Craig J. Ackermann in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on September 8, 2023 and is made a part of this Order and Judgment.

1 with California Rule of Court 3.766. The Class Notice informed the Class Members of the Settlement  
2 terms, their rights to do nothing and receive their settlement share, their rights to submit a request for  
3 exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final  
4 Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time to respond  
5 and to act were provided by each of these procedures.

6 7. Not a single Class Member filed or submitted a written objection to the Settlement as part  
7 of this notice process.

8 8. Only five Class Members filed or submitted a Request for Exclusion to the Settlement as  
9 part of this notice process. The five opt outs, Tuan Duong, MaryEllen Brady, Jenny Rojas Gil, Sonia  
10 Martinez, and Nina Schuppler, are excluded from the settlement and are not bound by the Class release.

11 9. Not a single Class Member disputed their settlement share.

12 10. The Court hereby approves the terms set forth in the Settlement Agreement and finds that  
13 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with  
14 all applicable requirements of the California Code of Civil Procedure, the California and United States  
15 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable  
16 law, and in the best interests of each of the Parties and Class Members.

17 11. The Court directs the Parties to effectuate the Settlement Agreement according to its terms  
18 and declares the Settlement Agreement to be binding on all Participating Class Members.

19 12. The Court finds that the Settlement Agreement has been reached as a result of informed and  
20 non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive  
21 investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

22 13. The Court also finds that Settlement now will avoid additional and potentially substantial  
23 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,  
24 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed  
25 by continued litigation, the Court concludes that Class Counsel secured significant relief for Class  
26 Members.

27 14. The Settlement Agreement is not an admission by Defendant, nor is this Order and Judgment  
28 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and

Judgment, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

15. The Court re-appoints Plaintiff Valerie Boyer as Class Representative and finds her to be adequate.

16. The Court re-appoints Amir H. Seyedfarshi of Employment Rights Lawyers, APC and Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C. as Class Counsel, and finds each of them to be adequate, experienced, and well-versed in similar class action litigation.

17. Defendant funded the settlement in the gross amount of \$300,000.00 on April 23, 2024 in accordance with the terms of the Settlement Agreement and the allocations set forth in the March 28, 2024 Order of Final Approval and Judgment. This payment was sufficient in paying the Settlement Class Members, attorneys' fees and costs, the Class Representative Payment, the LWDA payment, and settlement administration fees. The Court finds that the terms of the Settlement Agreement, including the Gross Settlement Amount of \$300,000 is fair adequate, and reasonable to the Class, and the Court grants final approval of the settlement. The court orders Atticus to distribute 5% of the attorneys' fees withheld by the Settlement Administrator to Class Counsel.

18. After deductions for attorneys' fees, costs, the Class Representative Payment, settlement administration costs, and the LWDA payment, the remainder of \$136,313.36 constituted the Net Settlement Among payable to the participating Class Members and was properly distributed as set forth in accordance with the Settlement Agreement and as calculated by the Settlement Administrator.

19. Pursuant to the terms of the Settlement Agreement, all checks were valid and negotiable for 180 calendar days from the date the checks were issued. The check cashing deadline was on November 4, 2024. As of November 8, 2024, there are 359 uncashed checks totaling \$38,073.97. Pursuant to the Settlement Agreement, the account balance associated with the expired uncashed checks was redistributed pro rata to the Participating Class Members who cashed their initial payments on November 18, 2024.

20. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order and Judgment, in which case the provisions of this Order and Judgment shall take precedence and supersede

1 the Settlement.

2 21. Nothing in the Settlement or this Order and Judgment purports to extinguish or waive  
3 Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these  
4 claims in this case if the Settlement fails to become final or effective, or in any other case without limitation.  
5 The Settlement is not an admission by Defendant, nor is this Order and Judgment a finding of the validity  
6 of any allegations against Defendant in the Court proceeding or any wrongdoing by Defendant. Neither the  
7 Settlement nor this Order and Judgment is a finding that certification of the Class is proper for any purpose  
8 or proceeding other than for settlement purposes.

9 22. All Participating Class Members shall be bound by the Settlement and this Order and  
10 Judgment, including the Release of Claims in favor of Defendant and the other Released Parties as set forth  
11 in the Agreement, and are permanently barred and enjoined from prosecuting against Defendant and the  
12 other Released Parties any and all of Class Members' Released Claims as defined in the Agreement.

13 23. Plaintiff is bound to the release of claims against Defendant and the other Released Parties  
14 as set forth in the Settlement Agreement and is permanently barred from prosecuting against Defendant  
15 and the other Released Parties any and all of the claims in the Class Representative's General Release as  
16 defined in the Agreement.

17 24. The Parties shall bear their own respective attorneys' fees and costs except as otherwise  
18 provided in the Settlement Agreement.

19 25. The Court approves the one hundred eighty (180) day period for cashing of checks. Any  
20 funds associated with stale checks that have not been cashed within one hundred eighty days (180) days  
21 shall be redistributed pro-rata to Participating Class Members who cashed their settlement check.

22 26. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for  
23 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on  
24 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement  
25 administration matters, and addressing such post-Judgment matters as may be appropriate under court rules  
26 or applicable law.

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27. This Amended Final Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable. This Amended Judgment resolves and extinguishes all claims released by the Settlement Agreement against Defendant.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED.**

DATED: November 22, 2024

HON. THEODORE ZAYNER  
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA