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individually, and on behalf of others similarly
situated

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

LAURA TOVAR, individually, and on behalf
of others similarly situated,

Plaintiffs,

vs.

WESTERN UNIVERSITY OF HEALTH
SCIENCES, a corporation; and DOES 1
through 50, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

01/10/2025

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

Case No. 19STCV23464

*Assigned for all purposes to the Honorable
Kenneth R. Freeman, Dept. SS-14*

CLASS ACTION

**~~[PROPOSED]~~ ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 9, 2025

Time: 11:00 a.m.

Dept.: SS-14

Complaint Filed: July 8, 2019

Trial Date: None

~~PROPOSED~~ ORDER AND JUDGMENT

The Motion for Final Approval of Class Action Settlement (“Motion”) filed by Plaintiff Laura Tovar (“Plaintiff”) in this Action came before this Court at a regularly scheduled hearing. Having reviewed Plaintiff’s Motion, the Declaration of Matthew J. Matern, and exhibits thereto, including the Amended Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”), the Declaration of Plaintiff Laura Tovar, and the Declaration of Makenna Snow of ILYM Group, Inc., and for good cause appearing, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement Agreement. The Court further finds that the Settlement was the result of arm’s-length negotiations conducted after Class Counsel had thoroughly and adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of monies allocated to the Class Members, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendant Western University of Health Services (“Defendant” or “Western U”), including the division of those funds, as provided for by the Settlement Agreement, are fair and reasonable under the facts of this case.

2. The Court finds that the Settlement was made and entered into in good faith and hereby approves the Settlement as fair, adequate and reasonable to all Class Members.

3. Solely for purposes of effectuating the Settlement, the Court has certified a Class defined as “all persons employed by WesternU in California and classified as non-exempt who worked for WesternU during the Class Period.”

a. In accordance with Paragraph 1.12 of the Settlement Agreement, “Class Period” refers to the period beginning July 8, 2015 through June 21, 2022.

b. In accordance with Paragraph 1.31 of the Settlement Agreement, “PAGA Period” refers to the period from May 4, 2018 through June 21, 2022.

1 4. In accordance with the Settlement Agreement, Judgment shall be entered in this
2 Action in the amount of \$4,500,000.00 plus Defendant's share of payroll taxes owed on the
3 Wage Portion of the Individual Class Payments which shall be paid separately from and in
4 addition to this Gross Settlement Amount.

5 5. The Court approves attorneys' fees to Matern Law Group, PC in the amount of
6 one-third of the Gross Settlement Amount under the common fund doctrine, i.e., \$1,500,000.00,
7 or under a lodestar cross-check or lodestar method with a 3.82 multiplier, and litigation costs in
8 the amount of \$45,704.25.

9 6. The Court approves the PAGA Payment of \$250,000.00 with 75% payable to the
10 Labor & Workforce Development Agency ("LWDA") and 25% disbursed among the PAGA
11 Members.

12 7. The Court approves the Class Representative Service Payment to Plaintiff in the
13 amount of \$10,000.00.

14 8. The Court approves the Administrative Costs to ILYM Group, Inc. in the amount
15 of \$30,000.00.

16 9. The Notice of Class Action Settlement and Hearing Date for Final Court
17 Approval ("Settlement Notice") provided to the Class Members conforms with the requirements
18 of Code of Civil Procedure section 382, Civil Code section 1781, California Rules of Court, rules
19 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
20 constitutes the best notice practicable under the circumstances, by providing individual notice to
21 all Class Members who could be identified through reasonable effort, and by providing due and
22 adequate notice of the proceedings, the matters set forth therein, and the terms of the Settlement.
23 The Settlement Notice fully satisfies the requirements of due process. The Court further finds that
24 a full and fair opportunity has been afforded to Class Members to participate in the proceedings
25 convened to determine whether the proposed Settlement Agreement should be given final
26 approval. Accordingly, the Court hereby determines that all Class Members who did not file a
27 timely and proper request to be excluded from the Settlement are bound by this Order.
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1 10. The Court finds that no (0) Class Members have objected to the Settlement.

2 11. The Court finds that one (1) Class Member has submitted a valid request for
3 exclusion and shall therefore be excluded from the settlement of class claims.

4 12. No later than twenty-one (21) days after the Effective Date, Defendant shall
5 Fund the Gross Settlement Amount and Defendant's share of payroll taxes by transmitting the
6 funds to the Administrator. The Effective Date means the date by when both of the following
7 have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the
8 Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following
9 occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court
10 enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the
11 day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from
12 the Judgment is filed, the day after the appellate court affirms the Judgment and issues a
13 remittitur.

14 13. Within fourteen (14) days of Defendant's funding of the Gross Settlement Amount
15 and Defendant's share of payroll taxes owed on the Wage Portion of the Individual Class
16 Payments, the Administrator shall mail checks as follows from the Gross Settlement Amount:

17 a. \$1,500,000.00 for attorneys' fees (one-third of the Gross Settlement
18 Amount) payable to Matern Law Group, PC.;

19 b. \$45,704.25 for litigation costs payable to Matern Law Group, PC;

20 c. \$187,500.00 (75% of \$250,000.00 PAGA Payment) payable to the
21 LWDA;

22 d. ~~\$10,000.00~~ ^{JF €€€€} payable to Plaintiff for the Class Representative Service
23 Payment;

24 e. \$30,000.00 payable to ILYM Group, Inc. for administration expenses;
25 and

26 f. The remaining amount shall be distributed as set forth in the Settlement
27 Agreement.

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1 14. The Administrator will send checks for Individual Class Payments to all
2 Participating Class Members (including those for whom Class Notice was returned
3 undelivered). The Administrator shall send checks for Individual PAGA Payments to all
4 Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved
5 Employees (including those for whom the Class Notice was returned undelivered).

6 15. After 180 days from the mailing, the amount of any Individual Class Payment
7 check or Individual PAGA Payment check that has not been cashed will be transmitted by the
8 Settlement Administrator to the California State Controller's Unclaimed Property Fund in the
9 name of the Class Member of Aggrieved Employee to whom the check was issued.

10 16. Upon the funding of the Gross Settlement Amount and Defendant's share of
11 payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class
12 Members who are not Aggrieved Employees, Participating Class Members who are Aggrieved
13 Employees, Non-Participating Class Members who are Aggrieved Employees, Plaintiff, and
14 Class Counsel will release claims against all Released Parties as follows:

15 a. Release by Participating Class Members Who Are Not Aggrieved
16 Employees

17 All Participating Class Members who are not Aggrieved Employees, on behalf of
18 themselves and their respective former and present representatives, agents, attorneys, heirs,
19 administrators, successors, and assigns, and for the time period of the Class Period, release the
20 Released Parties from all claims that were alleged, or reasonably could have been alleged,
21 during the Class Period based on the facts stated in the Operative Complaint and ascertained in
22 the course of the Action including but not limited to, Failure to Provide Required Meal Periods
23 [Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, §, 11]; Failure to
24 Provide Required Rest Periods [Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, §
25 12]; Failure to Pay Overtime Wages [Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-
26 2001, § 3]; Failure to Pay Minimum Wages [Labor Code §§ 1194, 1197; IWC Wage Order No.
27 4-2001, § 4]; Failure to Pay All Wages Due to Discharged and Quitting Employees [Labor
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Code §§ 201, 202, 203]; Failure to Maintain Required Records [Labor Code § 226; IWC Wage Order No. 4-2001, § 7]; Failure to Furnish Accurate Itemized Wage Statements [Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 7]; Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties [Labor Code § 2802]; and Unfair and Unlawful Business Practices [Bus. & Prof. Code §§ 17200 et. seq.].).

b. Release by Participating Class Members Who Are Aggrieved Employees

All Participating Class Members who are aggrieved employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and for the time period of the Class Period, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, but not limited to, Failure to Provide Required Meal Periods [Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, §, 11]; Failure to Provide Required Rest Periods [Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12]; Failure to Pay Overtime Wages [Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]; Failure to Pay Minimum Wages [Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]; Failure to Pay All Wages Due to Discharged and Quitting Employees [Labor Code §§ 201, 202, 203]; Failure to Maintain Required Records [Labor Code § 226; IWC Wage Order No. 4-2001, § 7]; Failure to Furnish Accurate Itemized Wage Statements [Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 7]; Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties [Labor Code § 2802]; Unfair and Unlawful Business Practices [Bus. & Prof. Code §§ 17200 et. seq.], PAGA penalties for meal break violations, rest break violations, unpaid wages, off the clock work, wage statement violations, failure to reimburse necessary expenses, failure to keep required records, waiting time penalties and failure to pay all wages due upon termination, California Labor Code section 2698 et seq., Labor Code sections 200-204, 210, 212, 218.5, 218.6, 221, 223, 225.5, 226, 226(a), 226.2, 226.3, 226.7,

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246, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5.).

c. Release by Non-Participating Class Members Who Are Aggrieved Employees

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, for the time period of the PAGA Period, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action, (including PAGA penalties for meal break violations, rest break violations, unpaid wages, off the clock work, wage statement violations, failure to reimburse necessary expenditures, failure to keep required records, failure to issue accurate, itemized wage statements, and failure to pay all wages due upon termination, pursuant to California Labor Code section 2698 et seq., Labor Code sections 200-204, 210, 212, 218.5, 218.6, 221, 223, 225.5, 226, 226(a), 226.2, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5).

d. Plaintiff's Release

Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, ascertained during the Action and release under Paragraph 5.4 of the Settlement Agreement.

In addition, in exchange for her individual settlement award Plaintiff releases Released Parties from all claims relating to her employment with WesternU, including but not limited to,

1 all claims pled in the Operative Complaint, with corresponding California Civil Code section
2 1542 waivers, including all claims arising from and relating to Plaintiff's employment for
3 WesternU or separation thereof, including, but not limited to claims for breach of contract,
4 breach of the covenant of good faith and fair dealing, violation of public policy, infliction of
5 emotional distress, misrepresentation, fraud, negligent retention/supervision, assault/battery,
6 claims under the Fair Credit Reporting Act, under Title VII of the Civil Rights Act, under the
7 California Fair Employment and Housing Act, under the California Labor Code, California
8 Wage Orders, under the Age Discrimination and Employment Act, the Employee Retirement
9 Income Security Act of 1974, under the California Business and Professions Code, or under the
10 California Constitution.

11 17. All Class Members who did not submit a timely and valid Request for Exclusion
12 are deemed to be Participating Class Members under the Settlement Agreement, entitled to all
13 benefits and bound by all terms and conditions of the Settlement, including the Participating
14 Class Members' Releases, regardless of whether the Participating Class Member actually
15 received the Class Notice.

16 18. The sole Class Member who submitted a valid and timely Request for Exclusion
17 is a Non-Participating Class Member and shall not receive an Individual Class Payment or have
18 the right to object to the class action components of the Settlement. Because future PAGA
19 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
20 Members who are Aggrieved Employees are deemed to release the claims identified in
21 Paragraph 16(c) of the Settlement Agreement and are eligible to receive an Individual PAGA
22 Payment.

23 19. Pursuant to Cal. Rule of Court, rule 3.769(h) and Code of Civil Procedure
24 section 664.6, the Court retains jurisdiction over the Parties, all matters arising out of, or related
25 to the Action, the Settlement Agreement, its administration and consummation and the
26 determination of all controversies relating thereto, to enforce the terms of this Judgment.

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1 20. The Administrator will post notice of this Judgment on its website within ten
2 (10) days after entry of this Judgment.

3 21. This Judgment is intended to be a final disposition of the Action in its entirety,
4 and is intended to be immediately appealable. Plaintiff, Class Counsel, Settlement Class
5 Members, and PAGA Members shall take nothing from Defendant except as expressly set forth
6 in the Settlement Agreement and this Order.

7 22. If the Settlement does not become effective in accordance with the terms of the
8 Settlement Agreement, then the Judgment shall be rendered null and void to the extent
9 provided by and in accordance with the Settlement Agreement and shall be vacated, and the
10 Parties shall revert to their respective positions as of before entering into the Settlement
11 Agreement, and expressly reserve their respective rights regarding the prosecution and defense
12 of this Action, including all available defenses and affirmative defenses, and arguments that
13 any claim in the Action could not be certified as a class action and/or managed as a
14 representative action.

15 23. The Settlement Agreement and this Settlement are not an admission by
16 Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any
17 claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for
18 class treatment (other than for settlement purposes). Neither this Final Approval Order and
19 Judgment, the Settlement Agreement, nor any document referred to herein, nor any action
20 taken to carry out the Settlement Agreement is, may be construed as, or may be used as an
21 admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The
22 entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings
23 related thereto, shall not in any event be construed as, or deemed to be evidence of, an
24 admission or concession with regard to the denials or defenses by Defendant.

25 24. A final accounting hearing is scheduled for ~~FEB 10, 2019~~ at 10:00 AM. Class
26 Counsel shall file a final accounting report from the Administrator no later than


27 ~~10:00 AM on FEB 10, 2019.~~

1 IT IS SO ORDERED, ADJUDICATED, AND DECREED, AND JUDGMENT IS SO
2 ENTERED.

3 DATED: 01/10/2025



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JUDGE OF THE SUPERIOR COURT
Kenneth R. Freeman / Judge