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Attorney for Plaintiff,  
ERICA ELAINE GARCIA  
And all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

ERICA ELAINE GARCIA, an individual, on  
behalf of herself and all others similarly  
situated,

Plaintiff,

vs.

COMMUNITY MEDICAL CENTERS, INC.,  
a California corporation, and DOES 1-50,  
inclusive,

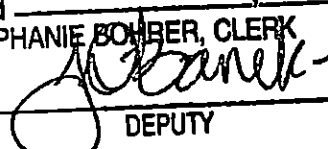
Defendant.

Case No.: STK-CV-VOE-2024-0005922

*Assigned for all purposes to the Honorable  
Blanca Banuelos, Dept. 10B*

~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL

Class Action Filed: May 20, 2024  
FAC Filed: May 22, 2025

SEP 04 2025  
Filed  
STEPHANIE BOHNER, CLERK  
By  DEPUTY

~~PROPOSED~~ ORDER



1 The Court has before it the Motion for Preliminary Approval brought by Plaintiff ERICA  
2 ELAINE GARCIA. After reviewing the Motion for Preliminary Approval and the Class Action  
3 and PAGA Settlement ("Settlement Agreement") filed with the Court, and good cause appearing  
4 therefor, the Court hereby finds and orders as follows:

5 1. The Court finds on a preliminary basis that the settlement memorialized in the  
6 Settlement Agreement appears to be fair, adequate, and reasonable, and therefore meets the  
7 requirements for preliminary approval. The monetary terms of the settlement detailed in the  
8 following chart are discussed further below.

Gross Settlement Amount	\$1,500,000
Plaintiff's Class Representative Award	-\$10,000
Plaintiff's Attorney Fees	-\$500,000
Plaintiff's Costs (up to)	-\$40,000
PAGA Payment	-\$50,000
Settlement Administration	-\$15,000
Net Settlement Amount for Distribution to Class Members	\$885,000

16  
17 2. "Class Members" means all current or former non-exempt employees who worked  
18 for Defendant in California during the Class Period, which extends from May 20, 2020, through  
19 the date of the preliminary approval order. The Class Period is subject to Defendant's election  
20 pursuant to the escalator provision in Paragraph 9 of the Settlement. In the event that Defendant  
21 elects to exercise its right to shorten the Class Period, the Parties will submit a [Proposed]  
22 Amended Order revising the class definition.

23 3. The Court finds, for purposes of settlement only, that the Class meets the  
24 requirements for certification under Section 382 of the California Code of Civil Procedure in that:  
25 (1) the Class is so numerous that joinder is impracticable; (2) there are questions of law and fact  
26 that are common, or of general interest, to all Settlement Class Members, which predominate over  
27 individual issues; (3) the named Plaintiff's claims are typical of the claims of the Class; (4) the  
28 named Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class;

1 and (5) a class action is superior to other available methods for the fair and efficient adjudication  
2 of the controversy.

3 4. The Court appoints for settlement purposes only ERICA ELAINE GARCIA as the  
4 Class Representative. A Class Representative Award of \$10,000 to Plaintiff is conditionally  
5 approved and will be determined at final approval.

6 5. The Court appoints for settlement purposes only Koul Law Firm, APC and  
7 Majarian Law Group, APC as Class Counsel. The proposed payment to Class Counsel for  
8 reasonable attorneys' fees is an amount not to exceed 33.33% of the Gross Settlement Amount  
9 (\$500,000), which will be determined at final approval. The proposed payment to Class Counsel  
10 for actual Litigation Costs in an amount not to exceed \$40,000 is conditionally approved and will  
11 be determined at final approval.

12 6. The Court appoints ILYM Group, Inc. as the Settlement Administrator. The  
13 proposed payment of the Settlement Administration Costs in an amount not to exceed \$15,000 to  
14 ILYM for its services is conditionally approved and will be determined at final approval.

15 7. The Parties are ordered to carry out the Settlement according to the terms of the  
16 Settlement Agreement.

17 8. The Court orders the following implementation schedule:

18 a. Deadline for Defendant to submit Class Data to the Settlement Administrator:  
19 within fourteen (14) days after entry of the Preliminary Approval Order;

20 b. Deadline for Settlement Administrator to send Class Notice to Class Members  
21 providing notice of settlement: within fourteen (14) calendar days of receipt of the Class Data

22 c. Deadline for Class Members to postmark written objections, challenges to Class  
23 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion (Opt-Out) related to the  
24 Settlement: Within forty-five (45) days for initial mailing of Notice Packet; to be extended by  
25 fourteen (14) days for remailing;  
26  
27  
28

1 d. Deadline for serving and filing Motion for Final Approval, Attorneys' Fees Award,  
2 Cost Award, and Class Representative Award: Sixteen (16) court days before Final Approval  
3 Hearing in conformity with Code of Civil Procedure section 1005;

4 e. Final Approval Hearing: 1/16/24 at 9:00 a.m./p.m.

5 9. The Court approves as to form and content the Notice included as Exhibit A to the  
6 Settlement Agreement, which advises Class Members and PAGA Settlement Employees of the  
7 Settlement terms, the preliminary approval of the Settlement, and the scheduling of the Final  
8 Approval Hearing.

9 10. The Court finds that the timing for the mailing and distribution of the Notice meets  
10 the requirements of due process, provides the best notice practicable under the circumstances, and  
11 constitute due and sufficient notice to all persons entitled thereto. The Court directs the mailing  
12 of the Notice to all identified Class Members in accordance with the Settlement Agreement.

13 11. The Court retains jurisdiction to consider all further applications arising out of or  
14 in connection with the Settlement.

15 12. If the Settlement does not become effective in accordance with the terms of the  
16 Settlement Agreement, or if the Settlement is not finally approved, or is terminated, canceled, or  
17 fails to become effective for any reason, this Order shall be rendered null and void and shall be  
18 vacated.

19 IT IS SO ORDERED.

20  
21 Dated: 9/4/25

22   
23 Hon. Blanca Banuelos  
24 JUDGE OF THE SUPERIOR COURT  
25  
26  
27  
28

**PROOF OF SERVICE**

Case No. STK-CV-VOE-2024-0006512  
*Garcia v. Community Medical Centers, Inc.,*

I, NADIA CHAVEZ, declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On July 16, 2025, I served the foregoing document described as:

1. NOTICE OF MOTION FOR: (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT; (2) APPROVAL OF NOTICE TO CLASS MEMBERS; (3) APPROVAL OF SETTLEMENT ADMINISTRATOR; AND (4) SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT;
2. PLAINTIFF'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR: (1) PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT; (2) APPROVAL OF NOTICE TO CLASS MEMBERS AND RELATED MATERIALS; (3) APPROVAL OF SETTLEMENT ADMINISTRATOR; AND (4) SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT;
3. [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL;
4. DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT;
5. DECLARATION OF PLAINTIFF ERICA ELAINE GARCIA;
6. DECLARATION OF LISA MULLINS

  X  


BY E-MAIL: I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

**SEE ATTACHED SERVICE LIST**

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

Executed on this July 16, 2025, in Glendale, California.

  
\_\_\_\_\_  
NADIA CHAVEZ

**PROOF OF SERVICE**

**Case No. STK-CV-VOE-2024-0006512**  
***Garcia v. Community Medical Centers, Inc.,***

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H. Sarah Fan  
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***Attorneys for Defendant Community Medical Centers, INC.,***