

11/18/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

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KIMBERLY PEREZ,
7 and all putative class members,
aggrieved employees, and the State of California
8 as a Private Attorneys General

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 KIMBERLY PEREZ, an individual, on behalf
12 of herself and all others similarly situated,
13 aggrieved employees, and the State of
California as a Private Attorneys General

14 Plaintiff,

15 vs.

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17 TORRANCE MEMORIAL MEDICAL
18 CENTER, a California nonprofit corporation,
19 and DOES 1-50, inclusive,

20 Defendant.
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Case No.: 23STCV06999

**[SECOND AMENDED ~~PROPOSED~~]
ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL**

1 The Court has before it the Motion for Preliminary Approval brought by Plaintiff Kimberly
2 Perez. After reviewing the Motion for Preliminary Approval and the Class Action and PAGA
3 Settlement Agreement (“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	\$2,120,000
Plaintiff’s Enhancement	- \$5,000
Plaintiff’s Attorney Fees	-\$666,600
Plaintiff’s Costs	-\$25,000
PAGA Payment	-\$100,000
Settlement Administration	-\$34,000
Net Settlement Amount for Distribution to Class Members	1,289,400

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17 2. The Court conditionally certifies for settlement purposes only the following class:
18 All current and former hourly, non-exempt employees of Defendant
19 in California, at any time from September 16, 2020, to October 22,
20 2024.

21 3. The Court finds, for purposes of settlement only, that the Class meets the
22 requirements for certification under Section 382 of the California Code of Civil Procedure in that:
23 (1) the Class is so numerous that joinder is impracticable; (2) there are questions of law and fact
24 that are common, or of general interest, to all Settlement Class Members, which predominate over
25 individual issues; (3) the named Plaintiff’s claims are typical of the claims of the Class; (4) the
26 named Plaintiff and Plaintiff’s counsel will fairly and adequately protect the interests of the Class;
27 and (5) a class action is superior to other available methods for the fair and efficient adjudication
28 of the controversy.

1 4. The Court appoints for settlement purposes only Kimberly Perez as the Class
2 Representative. An enhancement award of \$5,000 to Plaintiff is conditionally approved and will
3 be determined at final approval.

4 5. The Court appoints for settlement purposes only Koul Law Firm, APC, as Class
5 Counsel. The proposed payment to Class Counsel for reasonable attorneys' fees is an amount not
6 to exceed thirty-three and one-third percent (33.33%) of the Gross Settlement Amount (\$666,600),
7 which will be determined at final approval. The proposed payment to Class Counsel for Litigation
8 Costs in an amount not to exceed \$25,000 is conditionally approved and will be determined at final
9 approval.

10 6. The Court appoints ILYM Group, Inc. as the Settlement Administrator. The
11 proposed payment of the Settlement Administration Costs in an amount not to exceed \$34,000 to
12 ILYM for its services is conditionally approved and will be determined at final approval.

13 7. Based on representations from the Parties, the Court is advised that as of October
14 22, 2024, the escalator provision in Section 9 of the Settlement Agreement has been triggered, and
15 Defendant has elected to increase the Gross Settlement Amount on a proportional basis equal to
16 the percentage increase in number of workweeks worked by the Class Members above 10% as of
17 October 22, 2024, and ending the Class Period on October 22, 2024.

18 8. The Parties are ordered to carry out the Settlement according to the terms of the
19 Settlement Agreement.

20 9. The Court orders the following implementation schedule:

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

23 b. Deadline for Settlement Administrator to mail the Notice to Class Members: Within
24 seven (7) days of receiving Class Data;

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

3 d. Deadline for serving and filing Motion for Final Approval: Sixteen (16) court days
4 before Final Approval Hearing in conformity with Code of Civil Procedure section 1005;

5 e. Deadline for serving and filing Motion for Attorneys' Fees Award, Cost Award,
6 and Class Representative Enhancement Payment: Sixteen (16) court days before the Final
7 Approval Hearing in conformity with Code of Civil Procedure section 1005;

8 f. Final Approval Hearing: ~~On 1/11/2021 at 11:00 a.m.~~ ~~FFCC~~ ~~at 11:00 a.m.~~

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

13 11. The Court finds that the timing for the mailing and distribution of the Notice meet
14 the requirements of due process, provide the best notice practicable under the circumstances, and
15 constitute due and sufficient notice to all persons entitled thereto. The Court directs the mailing
16 of the Notice to all identified Class Members in accordance with the Settlement Agreement.

17 12. The Notice is hereby found to be the best means practicable of providing notice
18 under the circumstances, and, when completed, shall constitute due and sufficient notice of the
19 class and representative actions, proposed Settlement, and the Final Approval Hearing to all
20 persons affected by and/or authorized to participate in the Settlement, in full compliance with due
21 process and the notice requirements of California Code of Civil Procedure section 877.6.

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

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1 14. If the Settlement does not become effective in accordance with the terms of the
2 Settlement Agreement, or if the Settlement is not finally approved, or is terminated, canceled, or
3 fails to become effective for any reason, this Order shall be rendered null and void and shall be
4 vacated.

5 IT IS SO ORDERED.

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7 Dated: 11/18/2024

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9 JUDGE OF THE SUPERIOR COURT