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Superior Court of California,  
County of Madera  
**06/18/2024 at 03:29:38 PM**  
By: Rosie Bueno, Deputy Clerk

**FILED**  
Superior Court of California,  
County of Madera  
**07/16/2024**  
Adrienne Calip / Clerk of Court  
By: Beatriz Tavera, Deputy Clerk

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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF MADERA**

BRIANA WESTFALL and GLORIA  
GARCIA, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

VALLEY CHILDREN'S HOSPITAL, a  
California nonprofit; and DOES 1 through 10,  
inclusive,

Defendants.

**CASE NO: MCV086044**

Assigned to Hon. Michael J. Jurkovich  
Department 44

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

**Date: July 16, 2024**  
**Time: 8:30 a.m.**  
**Dept.: 44**

Complaint filed September 14, 2021  
First Amend. Complaint filed October 26, 2022

1 This matter, having come before the Superior Court of the State of California, in and for  
2 the County of Madera, at 8:30 a.m. on July 16, 2024, and the Court having carefully considered  
3 the briefs, argument of counsel, and all matters presented to the Court and good cause appearing,  
4 the Court hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action and  
5 PAGA Settlement.

6 **IT IS HEREBY ORDERED:**

7 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
8 Settlement Agreement and Release ("Agreement") attached as Exhibit 1 to the Declaration of  
9 Marcus Bradley in Support of Plaintiffs' Motion for Preliminary Approval of Class Action  
10 Settlement. This is based on the Court's determination that the Agreement is within the range of  
11 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil  
12 Procedure and Rule 3.769 of the California Rules of Court.

13 2. This Order incorporates by reference the definitions in the Agreement, and all  
14 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

15 3. It appears to the Court on a preliminary basis that the settlement amount and terms  
16 are fair, adequate and reasonable as to all potential Class Members when balanced against the  
17 probable outcome of further litigation relating to certification, liability and damages issues. It  
18 further appears that investigation and research have been conducted such that counsel for the  
19 Parties are able to reasonably evaluate their respective positions. It further appears to the Court  
20 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid  
21 the delay and risks that would be presented by the further prosecution of the Action. It further  
22 appears that the Settlement has been reached as the result of intensive, serious and non-collusive,  
23 arms-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of  
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The  
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and  
27 preliminarily finds that the monetary settlement awards made available to Class Members is fair,  
28 adequate, and reasonable when balanced against the probable outcome of further litigation

1 relating to certification, liability, and damages issues.

2         5.       The Court recognizes that Plaintiffs and Defendant stipulate and agree to  
3 certification of a class for settlement purposes only. This stipulation will not be deemed  
4 admissible in this or any other proceeding should this Settlement not become final. For settlement  
5 purposes only, the Court conditionally certifies the following Class: “All persons who worked  
6 for Defendant Valley Children’s Hospital in California as non-exempt employees at any time  
7 between June 15, 2019, through April 29, 2024 (the “Class Period”).”

8         6.       The Court concludes that, for settlement purposes only, the Class meets the  
9 requirements for certification under section 382 of the California Code of Civil Procedure in  
10 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
11 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
12 community of interest among the members of the Class with respect to the subject matter of the  
13 litigation; (c) the claims of the named Plaintiffs are typical of the claims of the members of the  
14 Class; (d) the Class Representative will fairly and adequately protect the interests of the members  
15 of the Class; (e) a class action is superior to other available methods for the efficient adjudication  
16 of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class.

17         7.       The Court provisionally appoints Plaintiffs Briana Westfall and Gloria Garcia as  
18 the representatives of the Class.

19         8.       The Court provisionally appoints Bradley/Grombacher, LLP as Class Counsel for  
20 the Class.

21         9.       The Court hereby approves, as to form and content, the Class Notice attached to  
22 the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately  
23 inform the Class Members of all material elements of the proposed Settlement, of the Class  
24 Members’ right to be excluded from the Class by submitting a written opt-out request, and of  
25 each Class Members’ right and opportunity to object to the Settlement. The Court further finds  
26 that the distribution of the Class Notice substantially in the manner and form set forth in the  
27 Agreement and this Order meets the requirements of due process, is the best notice practicable  
28 under the circumstances, and shall constitute due and sufficient notice to all persons entitled

thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

10. The Court hereby appoints ILYM Group, Inc. as Claims Administrator.

11. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked or received by the deadline set forth in the Class Notice. Any such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment.

12. A final approval hearing shall be held before this Court on FFËÏ ËËË, at ËËË in Department Ë of the Madera County Superior Court, 200 S. G Street Madera, California 93637, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve Class Counsel's fees and litigation costs, Plaintiffs' service award(s), and the Settlement Administrator's expenses.

13. No Class Member shall be entitled to be heard at the final approval hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any Class Member shall be received or considered by the Court at the final approval hearing, unless written notice of the Class Member's intention to appear at the final approval hearing were timely submitted as provided in the Notice. Class Members who fail to timely submit written objections in the manner specified in the Notice shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement.

1           14.     The Settlement is not a concession or admission, and shall not be used against  
2 Defendant as an admission or indication with respect to any claim of any fault or omission by  
3 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any  
4 document, statement, proceeding or conduct related to the Settlement, nor any reports or  
5 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received  
6 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited  
7 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,  
8 fault, wrongdoing, omission, concession or damage.

9           15.     In the event the Settlement does not become effective in accordance with the terms  
10 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
11 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
12 and the Parties shall revert to their respective positions as of before entering into the Agreement.

13           16.     The Court reserves the right to adjourn or continue the date of the final approval  
14 hearing and all dates provided for in the Agreement without further notice to Class Members and  
15 retains jurisdiction to consider all further applications arising out of or connected with the  
16 proposed Settlement.

17           **IT IS SO ORDERED.**

18  
19 Dated: 07/16/2024

20 

21 HON. MICHAEL J. JURKOVICH  
22 JUDGE OF THE SUPERIOR COURT

23 The electronic signature and seal on  
24 this document have the same validity  
25 and legal force and effect as an original  
26 signature and court seal. California  
27 Government Code §68150(g).  
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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

**1) [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

[X] (BY E-MAIL) On the above date, I served the above-mentioned document(s) by electronic mail to the parties' email addresses as they are known to me on the attached Service List. My email address is [sboucher@bradleygrombacher.com](mailto:sboucher@bradleygrombacher.com). I did not receive, within a reasonable period of time, any indication that the transmission did not go through.

Executed July 15 2024, at Westlake Village, California.

Suzette Boucher

*Briana Westfall, et al. v. Valley Children's Hospital*  
**Madera County Superior Court**  
**Case No.: MCV086044**  
**Service List**

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