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Superior Court Of California
County Of Los Angeles

OCT 31 2018

By: Rosalva R. Reza, Deputy
Executive Officer/Clerk

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES—STANLEY MOSK COURTHOUSE**

11 ROBERTA ROBLES; individually, and on behalf
12 of other aggrieved employees pursuant to the
13 California Private Attorneys General Act;

14 Plaintiff,

15 vs.

16 ALTAMED HEALTH SERVICES
17 CORPORATION, a California corporation; and
18 DOES 1 through 100, inclusive,

19 Defendants.

Case No.: BC639623

Honorable David Sotelo
Department 40

**ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (LABOR CODE
§ 2698, ET SEQ.) SETTLEMENT AGREEMENT
AND AWARD OF ATTORNEYS' FEES,
LITIGATION COSTS, GENERAL RELEASE
FEE, AND SETTLEMENT ADMINISTRATION
COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Labor Code § 2698,
Et Seq.) Settlement Agreement and Award of
Attorneys' Fees, Litigation Costs, General Release
Fee, and Settlement Administration Costs;
Declaration of Plaintiff's Counsel (Edwin
Aiwazian); and Declaration of Plaintiff (Roberta
Robles) filed concurrently herewith]

Reservation ID: 180813339667
Date: October 31, 2018
Time: 8:30 a.m.
Department: 40

Complaint Filed: November 4, 2016
Trial Date: None Set

COPY

1 This matter has come before the Honorable David Sotelo in Department 40 of the above-entitled
2 Court, located at 111 North Hill Street, Los Angeles, California 90012, on Plaintiff Roberta Robles's
3 ("Plaintiff") Motion for Approval of Private Attorneys General Act (Labor Code § 2698, *Et Seq.*) Settlement
4 Agreement and Award of Attorneys' Fees, Litigation Costs, General Release Fee, And Settlement
5 Administration Costs. Lawyers for Justice, PC appeared for Plaintiff, and Lewis Brisbois Bisgaard & Smith
6 LLP appeared for AltaMed Health Services Corporation ("Defendant" or "AltaMed").

7 Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California
8 Labor Code § 2698, *Et Seq.* ("Complaint") on November 4, 2016, asserting a single cause of action pursuant
9 to the Private Attorneys General Act ("PAGA") (California Labor Code §§ 2698, *et seq.*) (the "Action")
10 against Defendant, after providing written notice to Defendant and the California Labor and Workforce
11 Development Agency ("LWDA") on August 30, 2016. Plaintiff provided follow-up written notice to
12 Defendant and the LWDA on April 26, 2018.

13 The Complaint contains claims for relief under the PAGA based on alleged violations of California
14 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1,
15 1198, 2800, and 2802.

16 Defendant has denied and continues to deny all allegations made by Plaintiff in the Complaint.

17 On August 13, 2018, Plaintiff and Defendant (together, the "Parties") executed the Private Attorneys
18 General Act (Cal. Lab. Code § 2698, *Et Seq.*) Settlement Agreement ("Settlement," "Settlement
19 Agreement," or "Agreement").

20 The Court has reviewed and considered (1) the Notice of Motion and Motion for Approval of Private
21 Attorneys General Act (California Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of
22 Attorneys' Fees, Litigation Costs, General Release Fee, and Settlement Administration Costs, (2) the
23 Declaration of Plaintiff's Counsel Edwin Aiwazian, (3) the Declaration of Plaintiff Roberta Robles, and (4)
24 the Settlement Agreement.

25 Having duly considered the Parties' papers and oral argument, and good cause appearing,

26 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

27 1. All defined terms contained herein shall have the same meaning as set forth in the Settlement
28 Agreement.

1 2. The Court finds that Plaintiff has satisfied the prerequisites under California Labor Code §
2 2699.3(a), including, and not limited to, providing the LWDA and AltaMed with notice of the specific
3 provisions of the California Labor Code alleged to have been violated, including, and not limited to, the
4 facts and theories to support the alleged violations.

5 3. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
6 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
7 appear in the Action.

8 4. The aggrieved employees covered under the settlement consist of the following individuals:
9 All current and former hourly-paid or non-exempt employees who worked for AltaMed
10 in the State of California from August 30, 2015 through the date of this Order (“Aggrieved
Employees”).

11 5. The Court finds that the Parties reached the settlement as a result of arm’s-length
12 negotiations.

13 6. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
14 for payment of penalties under PAGA (“Net Settlement Amount”), and determined that the Net Settlement
15 Amount is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The
16 Net Settlement Amount shall be the Gross Settlement Amount (\$1,850,000) less the approved Attorneys’
17 Fees, Litigation Costs, Settlement Administration Costs, and General Release Fee. Fifty percent (50%) of
18 the Net Settlement Amount, or approximately \$580,264.07, will be considered underpaid wages, which will
19 be distributed to the Aggrieved Employees (i.e., Underpaid Wages Penalties Amount), on a *pro rata* basis,
20 based on each Aggrieved Employee’s respective number of pay periods in which he or she worked for
21 AltaMed during the period from August 30, 2015 through the date of this Order (“PAGA Period”), with
22 each Aggrieved Employee’s respective portion of the Underpaid Wages Penalties Amount (i.e., his or her
23 Underpaid Wages Penalty Payment) being paid by way of a wage check subject to reduction for all employee
24 and employer-side payroll deductions and withholdings with respect to the Underpaid Wages Penalties
25 Amount. The remaining fifty percent (50%) of the Net Settlement Amount, or approximately \$580,264.07,
26 will be considered civil penalties for distribution to the LWDA and the Aggrieved Employees, pursuant to
27 California Labor Code § 2699(i) (i.e., Other PAGA Penalties Amount), of which seventy-five percent (75%)
28 of the Other PAGA Penalties Amount will be distributed to the LWDA (i.e., LWDA Payment, which is

1 estimated to be \$435,198.05) and twenty-five percent (25%) of the Other PAGA Penalties Amount will be
2 distributed to the Aggrieved Employees (i.e., Other PAGA Penalty Payment, which is estimated to be
3 \$145,066.02), on a *pro rata* basis, based on the total number of respective pay periods in which they worked
4 for AltaMed during the PAGA Period. Together the Underpaid Wages Penalty Payment and the Other
5 PAGA Penalty Payment are referred to as "Employee Payments."

6 7. The Court has considered the settlement, and the monetary allocations provided thereby, and
7 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement
8 Administrator to administer the settlement and to make the payments as provided for by, and consistent
9 with, this Order and Judgment and the Settlement Agreement.

10 8. The Court approves the payment of \$647,500 to Lawyers *for* Justice, PC for Attorneys' Fees.
11 The Settlement Administrator shall disburse this amount in accordance with this Order and Judgment and
12 the Settlement Agreement.

13 9. The Court approves the payment of \$12,971.86 to Lawyers *for* Justice, PC for reimbursement
14 of costs and expenses related to the litigation. The Settlement Administrator shall disburse this amount in
15 accordance with this Order and Judgment and the Settlement Agreement.

16 10. The Court approves the payment of up to \$20,000 to Simpluris, Inc., the Settlement
17 Administrator ("Settlement Administration Costs"). The Settlement Administrator shall disburse this
18 amount in accordance with this Order and Judgment and the Settlement Agreement.

19 11. The Court approves the payment of \$9,000 to Plaintiff Roberta Robles for her efforts in
20 litigating the Action ("General Release Fee"). The Settlement Administrator shall disburse this amount in
21 accordance with this Order and Judgment and the Settlement Agreement.

22 12. The Parties are directed to perform in accordance with the terms set forth in this Order and
23 Judgment and the Settlement Agreement.

24 13. The Court further finds that notice of the settlement need not be provided to the Aggrieved
25 Employees, however, the Settlement Administrator is ordered to distribute payments to the Aggrieved
26 Employees under cover letter. The Court has reviewed and approved the [Proposed] Cover Letter, attached
27 hereto as "EXHIBIT 1," for distribution to the Aggrieved Employees at the same time that Employee
28 Payments are distributed to the Aggrieved Employees.

1 14. Defendant is directed to fund the Gross Settlement Amount by placing the money into an
2 account for administration and distribution by the Settlement Administrator in accordance with this Order
3 and Judgment and the Settlement Agreement, within twenty (20) business days of the date of this Order and
4 Judgment ("Funding Date").

5 15. The Settlement Administrator shall distribute the General Release Fee, Attorneys' Fees
6 Payment, reimbursement of Litigation Costs, Settlement Administration Costs, Employee Payments, and
7 LWDA Payment, as provided for by this Order and Judgment and the Settlement Agreement, within fifteen
8 (15) calendar days of receipt of the Gross Settlement Amount.

9 16. Each check issued to an Aggrieved Employee shall expire one hundred and eighty (180)
10 calendar days from the date the checks are issued by the Settlement Administrator. After the 180-day period,
11 the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds
12 associated with such canceled checks to the California Department of Industrial Relations Unpaid Wage
13 Fund in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

14 17. Plaintiff, all Aggrieved Employees, and the State of California are hereby deemed to fully,
15 finally, and forever release, relinquish, and discharge AltaMed and its past, present, and future officers,
16 directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners,
17 investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions,
18 successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers,
19 attorneys, and assigns ("Released Parties") from any and all claims for civil penalties that could have been
20 assessed upon and collected from the Released Parties under PAGA, including and not limited to penalties
21 in an amount sufficient to recover underpaid wages recoverable under California Labor Code section 558,
22 based on the factual allegations in the Complaint, including, but not limited to, purported violations of
23 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7; 510, 512(a), 551, 552, 1174(d), 1194,
24 1197, 1197.1, 1198, 2800, and 2802, arising during the PAGA Period, from: the alleged failure to pay for
25 all time worked (including, as a result of, alleged off-the-clock time and "rounding" of clock-in and clock-
26 out times); failure to pay overtime wages in violation of California Labor Code sections 510 and 1198;
27 failure to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1197.1; failure
28 to provide compliant meal periods in violation of California Labor Code sections 226.7 and 512(a); failure

1 to provide compliant rest periods in violation of Labor Code section 226.7; failure to timely pay wages upon
2 termination in violation of California Labor Code sections 201 to 203; failure to timely pay wages during
3 employment in violation of California Labor Code section 204; failure to provide complete and accurate
4 wage statements in violation of California Labor Code section 226(a); failure to keep complete and accurate
5 payroll records in violation of California Labor Code section 1174(d); failure to reimburse business expenses
6 in violation of California Labor Code sections 2800 and 2802; failure to provide one day's rest in seven in
7 violation of California Labor Code sections 551 to 552; and failure to pay reporting time pay in violation of
8 California Labor Code section 1198 ("PAGA Released Claims").

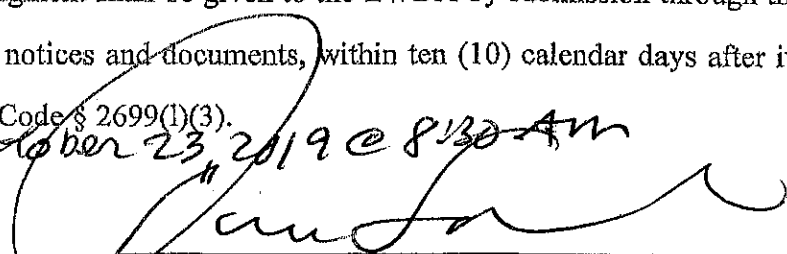
9 18. The Aggrieved Employees shall not have the right to opt out of or object to the settlement.
10 All Parties, Aggrieved Employees, and the State of California are hereby bound by the settlement and its
11 associated release of PAGA Released Claims and this Order and Judgment.

12 19. Within ten (10) business days after the Settlement Administrator completes distribution of
13 payments in accordance with the Settlement Agreement and this Order and Judgment, the Settlement
14 Administrator shall provide the Parties with a declaration confirming distribution of all payments made
15 under the Settlement. Within ten (10) business days of receipt of said declaration, Plaintiff's Counsel shall
16 file the declaration and a request for dismissal seeking dismissal of the Action in its entirety with prejudice,
17 with the Court.

18 20. The Court shall retain jurisdiction as to the implementation and enforcement of the terms of
19 the Settlement Agreement.

20 21. Notice of this Order and Judgment shall be given to the LWDA by submission through the
21 online system established for the filing of notices and documents, within ten (10) calendar days after its
22 entry, in conformity with California Labor Code § 2699(1)(3).

23 22. Ose Set. October 23, 2019 @ 8:30 AM
24 Date: 10-31-2010



Honorable David Sotelo
Judge of the Superior Court

EXHIBIT 1



BLUES/ROCKLINE.COM (888) 477-0700



©

[PROPOSED COVER LETTER]

Date: []/[]/2018

To: <<First Name>> <<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from Robles v. AltaMed Health Services Corporation
Superior Court of California for the County of Los Angeles, Case No. BC639623

Dear [First Name] [Last Name]:

Please find enclosed two checks:

1. The first check in the amount of [amount of payment] ("Underpaid Wages Penalty Payment"), and
2. The second check in the amount of [amount of payment] ("Other PAGA Penalty Payment").

These checks comprise your payment from the settlement of a lawsuit entitled *Robles v. AltaMed Health Services Corporation*, Case No. BC639623, pending in the Superior Court of California for the County of Los Angeles. The lawsuit was brought by Roberta Robles ("Robles"), a former employee of AltaMed Health Services Corporation ("AltaMed"), for herself and on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees for whom the case was brought.

Robles sued AltaMed pursuant to the California Private Attorneys General Act of 2004 ("PAGA"). Robles alleges that AltaMed violated the wage and hour rights of its hourly-paid or non-exempt employees employed in California from August 30, 2015 to [approval date] ("PAGA Period"). AltaMed denies these claims and denies that it owes any penalties to the government or to you.

On [approval date], the settlement was approved by the Court with a portion being paid to the State of California and a portion being paid to the alleged aggrieved employees. You are receiving a portion of the settlement based on the number of pay periods you worked for AltaMed during the PAGA Period. The Underpaid Wages Penalty Payment is for payment of unpaid wages, less applicable payroll deductions and withholdings, and the Other PAGA Penalty Payment is for payment of all other PAGA penalties that are directly recoverable under PAGA. You are responsible for payment of any and all taxes that are due as a result of this settlement.

This settlement resolves any and all claims for civil penalties that could have been assessed upon and collected from the Released Parties (defined below) under PAGA, including and not limited to penalties in an amount sufficient to recover underpaid wages recoverable under California Labor Code section 558, based on the factual allegations in the Complaint, including, but not limited to, purported violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, arising during the PAGA Period, from: the alleged failure to pay for all time worked (including, as a result of, alleged off-the-clock time and "rounding" of clock-in and clock-out times); failure to pay overtime wages in violation of California Labor Code sections 510 and 1198; failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; failure to provide compliant meal periods in violation of California Labor Code sections 226.7 and 512(a); failure to provide compliant rest periods in violation of Labor Code section 226.7; failure to timely pay wages upon termination in violation of California Labor Code sections 201 to 203; failure to timely pay wages during employment in violation of California Labor Code section 204; failure to provide complete and accurate wage statements in violation of California Labor Code section 226(a); failure to keep complete and accurate payroll records in violation of California Labor Code section 1174(d); failure to reimburse business expenses in violation of California Labor Code sections 2800 and 2802; failure to provide one day's rest in seven in violation of California Labor Code sections 551 to 552; and failure to pay reporting time pay in violation of California Labor Code section 1198 ("PAGA Released Claims").

"Released Parties" means AltaMed and its past, present, and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

Due to this settlement, you will be forever barred from pursuing any and all PAGA Released Claims against the Released Parties.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions, you may call the Settlement Administrator: [telephone number].