

Electronically Received 06/25/2025 06:10 PM

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**FILED**  
Superior Court of California  
County of Los Angeles  
07/08/2025  
David W. Stryker, Executive Officer / Clerk of Court  
By: L. M Greené Deputy

9 Attorneys for Plaintiff Cynthia Williams,  
on behalf of herself and others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

13 CYNTHIA WILLIAMS, individual on  
behalf of herself and others similarly  
14 situated,

15 Plaintiff,

16 vs.

17 ALHAMBRA HOSPITAL MEDICAL  
18 CENTER L.P., a California limited  
partnership, and DOES 1 through 50,  
19 inclusive,

Defendants.

Case No.: 23STCV29202

CLASS ACTION

Assigned for All Purposes  
Hon. Carolyn B. Kuhl  
Dept.: 12

**AMENDED [~~PROPOSED~~] ORDER  
GRANTING PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT  
AGREEMENT**

Date: July 8, 2025  
Time: 9:30 a.m.  
Dept.: 12

Original Complaint Filed: November 30, 2023  
First Amended Complaint: March 26, 2024  
Second Amended Complaint: March 17, 2025  
Trial Date: None Set

1 **ORDER**

2 Plaintiff Cynthia Williams (“Plaintiff”), on behalf of herself and other similarly situated  
3 employees of Defendant Alhambra Hospital Medical Center L.P. (“Defendant”) (collectively, “the  
4 Parties”), filed an unopposed Motion for Preliminary Approval (“Motion for Preliminary  
5 Approval”) of the Parties’ Class and PAGA Action Settlement Agreement and Release and  
6 Amendment to Class and PAGA Action Settlement Agreement and Release (together, “Settlement  
7 Agreement”). The Motion for Preliminary Approval was set for hearing on July 8, 2025 at 9:30  
8 a.m. in Department 12 of the Los Angeles Superior Court located at 312 North Spring Street, Los  
9 Angeles, CA 90012. The Court, having considered the Settlement Agreement and the proposed  
10 Notice of Class Action and PAGA Settlement (“Class Notice”), attached as Exhibit 2 to the First  
11 Supplemental Declaration of Enoch J. Kim in Support of Plaintiff’s Motion for Preliminary  
12 Approval (“Kim Supp. Decl.”)), the submissions of counsel, and all other papers filed in this  
13 litigation, hereby ORDERS as follows:

14 1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement is  
15 GRANTED;

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
17 and all terms defined therein will have the same meaning as in this Order;

18 3. The Court conditionally certifies a Class consisting of all current and former  
19 hourly-paid and/or nonexempt employees who worked for Defendant in California during the  
20 Class Period, which is February 4, 2020 to December 30, 2024 (or if any such representative or  
21 successor in interest evidenced by reasonable verification).

22 4. The class action settlement contemplated by the Settlement Agreement is  
23 preliminarily approved based upon the terms set forth in the Settlement Agreement. The  
24 Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range of  
25 reasonableness that could ultimately be granted final approval by the Court.

26 5. The Court preliminarily finds, for settlement purposes only, that the Class meets  
27 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in  
28 the absence of class certification and settlement, each individual Class Member would have to

1 litigate core common issues of law and fact, all relating to Defendant’s alleged wage-and-hour  
2 violations asserted in the action; (iii) the typicality requirement because Plaintiff and Class  
3 Members’ claims all arise from the same alleged events and course of conduct, and are based on  
4 the same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has  
5 the same interests as all members of the Class, and they are represented by experienced and  
6 competent counsel. The Court further finds, preliminarily and for settlement purposes only, that  
7 common issues predominate over individual issues in this litigation and that class treatment is  
8 superior to the other means of resolving this dispute.

9           6.       The preliminary approval of the class action settlement includes the approval for  
10 purposes of the Settlement of Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim,  
11 and Melissa Rodriguez of D.Law, Inc. as Class Counsel, Plaintiff Cynthia Williams as Class  
12 Representative, and Apex Class Action (“Apex”) as the Settlement Administrator. Class Counsel  
13 is authorized to act on behalf of the Class Members with respect to all acts or consents required  
14 by or which may be given pursuant to the Settlement Agreement and such other acts reasonably  
15 necessary to consummate the Settlement. The Settlement Administrator is authorized to perform  
16 such acts as set forth in this Order and the Settlement Agreement.

17           7.       The Court grants approval of the PAGA settlement pursuant to the terms and  
18 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA  
19 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code  
20 § 2699(1)(2).

21           8.       The Class Notice advises the Class of the material terms and provisions of the  
22 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is  
23 approved as to form and content. The Court approves the procedures set forth in the Settlement  
24 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set  
25 forth in the Class Notice.

26           9.       The Class Notice will be sent in a notice packet by first-class mail to the Class  
27 Members in accordance with the schedule set forth in the Settlement Agreement. The dates  
28 selected for the mailing and distribution of the Class Notice, and the other dates as set forth in the

1 Settlement Agreement, meet the requirements of due process and provide the best notice  
2 practicable under the circumstances, and will constitute due and sufficient notice to all persons  
3 entitled thereto.

4 10. Each Class Member who wishes to be excluded from the Class portion of the  
5 Settlement must submit a written request to be excluded from the Class portion of the Settlement  
6 by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely  
7 request to be excluded from the Class portion of the Settlement consistent with the terms of the  
8 Settlement Agreement (“Settlement Class Member”) shall be bound by the terms of the  
9 Settlement Agreement.

10 11. Only Settlement Class Members may object to the Class portion of the Settlement,  
11 including contesting the fairness of the Settlement, and/or amounts requested for the Class  
12 Counsel Award, Settlement Administration Costs, and/or Class Representative Enhancement and  
13 Service Award. Settlement Class Members may send written objections to the Settlement  
14 Administrator, by fax, email, or mail, by the deadline set forth in the Class Notice. Settlement  
15 Class Members may also appear in Court (or hire an attorney to appear in Court at their own  
16 expense) to present verbal objections at the Final Approval Hearing.

17 12. A Final Approval Hearing on the question of whether the proposed Settlement,  
18 Class Counsel Award to Class Counsel for attorneys’ fees and reasonable expenses incurred in  
19 connection with this Action, Class Representative Enhancement and Service Award to Plaintiff  
20 for their service in this Action, and Settlement Administration Costs should be approved as fair,  
21 reasonable, and adequate as to the Class and whether the Settlement should be given final  
22 approval is scheduled on: ~~Pa. EOC~~, 2025 at ~~FOK/AG~~ .m. Plaintiff shall file a motion  
23 for final approval of the Settlement no later than 16 court days prior to the Final Approval  
24 Hearing.

25 13. The Settlement Agreement will not be construed as an admission or evidence of  
26 either liability or the appropriateness of class certification in the non-settlement context, as more  
27 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the  
28 rights of Defendant to oppose certification of a class in this action should the proposed Settlement

1 not be granted final approval. If, for any reason, the Court does not grant final approval of the  
2 Settlement, all evidence and proceedings held in connection therewith shall be without prejudice  
3 to the status quo ante rights of the parties to the litigation as more specifically set forth in the  
4 Settlement Agreement.

5 14. All further proceedings in this action are stayed except such proceedings necessary  
6 to review, approve, and implement this Settlement.

7 15. The Court finds that all required notifications and submissions to the California  
8 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and  
9 Motion for Preliminary Approval have been made by Plaintiff in the time and manner specified  
10 under PAGA.

11 **IT IS SO ORDERED.**

12  
13 Dated: 07/08/2025, 2025



Handwritten signature of Carolyn B. Kuhl in black ink.

Carolyn B. Kuhl / Judge

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Hon. Carolyn B. Kuhl  
Judge of the Superior Court

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