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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MANDY LYN OWEN, an individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

COMMUNITY HEALTH ALLIANCE OF
PASADENA, a California Corporation; and
DOES 1 through 10 inclusive,

Defendants.

Case No.: 23STCV31515

[Assigned for all purposes to the Honorable
Carolyn B. Kuhl, Department 12]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF JOINT
STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff, the Declaration of Sean Hartranft]*

PRELIMINARY APPROVAL HEARING:

Date: June 2, 2026

Time: 10:30 A.M.

Dept.: 12

Judge: Carolyn B. Kuhl

Action Filed: December 26, 2023

Trial Date: Not Set

1 **[PROPOSED] PRELIMINARY APPROVAL ORDER**

2 The Court has before it Plaintiff's Motion for Preliminary Approval of Class Action and
3 PAGA Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the
4 supporting Declarations of Kane Moon, Plaintiff Mandi Lyn Owen ("Plaintiff"), and XXXX on
5 behalf of Apex Class Action Administration, and GOOD CAUSE appearing, **IT IS HEREBY**
6 **ORDERED AND DECREED AS FOLLOWS:**

7 1. The Court grants preliminary approval of the proposed Settlement and the Class
8 based upon the terms set forth in the Joint Stipulation of Class Representative Action Settlement
9 Agreement (the "Settlement") attached as Exhibit 1 to the Declaration of Kane Moon in Support
10 of Plaintiff's Motion for Preliminary Approval of Joint Stipulation of Class Representative Action
11 Settlement Agreement. The Court finds on a preliminary basis that the Settlement appears to be
12 fair, adequate, and reasonable, and therefore, meets the requirements for preliminary approval.
13 The Court also preliminarily finds that the terms of the Settlement appear to be within the range
14 of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable
15 law.

16 2. The Settlement falls within the range of reasonableness of a settlement which could
17 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
18 only to any objections that may be raised at the Final Approval Hearing and final approval by this
19 Court. The Court notes that Defendant Community Health Alliance of Pasadena ("Defendant")
20 (together with Plaintiff, the "Parties") agrees to create a common, non-reversionary gross fund of
21 at least \$250,000.00 (the "Gross Settlement Amount"), subject to an escalator clause, and in
22 addition to Defendant's employer's payroll taxes owed on the wage portions of the Individual
23 Class Payments, to cover (a) Individual Class Payments to Participating Class Members; (b) a
24 Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount; (c) a Class
25 Counsel Expenses Payment for reimbursement of actual litigation costs not to exceed \$19,000.00;
26 (d) an Administration Expenses Payment not to exceed \$5,990.00; (e) PAGA Penalties of
27 \$10,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act,
28 Labor Code Sections 2698, *et seq.* ("PAGA"), and distributed as 25% (\$2,500.00) to the Aggrieved

1 Employees and 75% (\$7,500.00) to the California Labor and Workforce Development Agency
2 (the “LWDA”); and (f) a Class Representative Service Payment to Plaintiff of not more than
3 \$7,500.00.¹

4 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
5 reasonable to the Class Members when balanced against the probable outcome of further litigation
6 relating to class certification, liability and damages issues, and potential appeals; (2) significant
7 class-wide discovery, investigation, research, and litigation have been conducted such that counsel
8 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
9 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
10 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
11 of serious, informed, adversarial, and arm’s-length negotiations between the Parties. Accordingly,
12 the Court preliminarily finds that the Settlement was entered into in good faith and meets the
13 requirements for preliminary approval.

14 4. A final approval hearing on the question of whether the proposed Settlement, the
15 Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Administration Expenses
16 Payment, the PAGA Penalties, and the Class Representative Service Payment should be finally
17 approved as fair, reasonable, and adequate as to the members of the Class is hereby set in
18 accordance with the Implementation Schedule set forth below.

19 5. The Court provisionally certifies, for settlement purposes only, the following class
20 (the “Class”): all persons who currently or formerly worked for Defendant as an hourly, non-exempt
21 employee at any time during the Class Period. The “Class Period” means July 17, 2020, through
22 September 18, 2025. Excluded from the Class will be any Class Member who opts out of the
23 Settlement by sending the Administrator a valid and timely Request for Exclusion, pursuant to the
24 instructions provided in the Class Notice.

25
26
27 ¹ Pursuant to ¶ 4.0 of the Settlement, Defendant shall fully fund the Gross Settlement Amount of
28 \$250,000.00 and the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the
funds to the Administrator within thirty (30) days after the Effective Date of the Settlement. (Settlement, ¶
4.0.)

1 6. The Court identifies, for settlement purposes only, the following individuals (the
2 “PAGA Members” or “PAGA Group”): all persons who currently or formerly worked for Defendant
3 as an hourly, non-exempt employee at any time during the PAGA Period. The “PAGA Period” means
4 December 17, 2022, through September 18, 2025.

5 7. The Court finds, for settlement purposes only, that the Class meets the
6 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
7 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
8 common, or of general interest, to all Class Members, which predominate over individual issues;
9 (3) Plaintiff’s claims are typical of the claims of the Class Members; (4) Plaintiff and Class
10 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
11 action is superior to other available methods for the fair and efficient adjudication of the
12 controversy.

13 8. **Releases of Claims.** Effective on the date when Defendant fully funds the entire Gross
14 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
15 Payments, Plaintiff, Participating Class Members, PAGA Members, and Class Counsel will release claims
16 against all Released Parties as follows: (Settlement, ¶ 5.)

17 a. Released Parties. “Released Parties” means: Defendant and their past, present and future
18 subsidiaries, parents, affiliated or related companies, divisions, successors, predecessors
19 or assigns, officers, directors, shareholders, partners, agents, insurers, employees,
20 attorneys, insurers, advisors, accountants, representatives, trustees, heirs, executors,
21 administrators, predecessors, successors, or assigns that could be liable for any of the
22 Released Claims, and Defendant’s counsel of record in the Action. (*Id.* at ¶ 1.41.)

23 b. Plaintiff’s Release. Plaintiff and Plaintiff’s respective former and present spouses,
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
25 release and discharge Released Parties from all claims, transactions, or occurrences,
26 including, but not limited to: any and all claims, known and unknown, asserted and not
27 asserted, which Plaintiff has or may have against the Released Parties based on her
28 employment with Defendant as of the date of execution of the Settlement (“Released

1 Plaintiff's Claims" or "Plaintiff's Release"). Released Plaintiff's Claims include, but are
2 not limited to, all of the Released Class Claims, the Released PAGA Claims, and any other
3 claims arising under the California Labor Code; any claim arising out of the California
4 common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal
5 common law; all claims for lost wages and benefits, emotional distress, retaliation,
6 punitive damages, and attorneys' fees and costs arising under federal, state, or local laws
7 for discrimination, harassment, and wrongful termination, including but not limited to, 42
8 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with
9 Disabilities Act, the Age Discrimination in Employment Act, the California Fair
10 Employment and Housing Act, the California Labor Code, and the law of contract and tort.
11 This release excludes the release of claims not permitted by law. Plaintiff's Release does
12 not extend to any claims or actions to enforce the Settlement, or to any claims for vested
13 benefits, unemployment benefits, disability benefits, social security benefits, workers'
14 compensation benefits that arose at any time, or based on occurrences outside the Class
15 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or
16 in addition to, the facts or law that Plaintiff now knows or believes to be true but agree,
17 nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
18 notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff
19 agrees that, upon signing the Stipulation of Settlement, she will not request to be excluded
20 from the Settlement and that any such request for exclusion will be void and of no force or
21 effect. Defendant agrees not to oppose Plaintiff's request for enhancement awards up to
22 the specified amount. An IRS Form 1099 shall issue for the enhancement award. (*Id.* at ¶
23 5.0.).

24 1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

25 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
26 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
27 which reads: A general release does not extend to claims that the creditor or
28 releasing party does not know or suspect to exist in his or her favor at the time of

executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party. (*Id.*)

c. Release by Participating Class Members: All Class Members who do not validly opt out of the Settlement (“Participating Class Members”) on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall be deemed to have released their “Released Class Claims” against the Released Parties upon the date on which the payment of the Gross Settlement Amount is made by Defendant. The Released Class Claims include all claims under state, federal or local law, whether statutory, common law or administrative law, arising out of or related to the claims alleged in the operative complaint and any amended pleadings and ascertained in the course of the Action, including but not limited to claims for unpaid wages, overtime, missed meal and rest periods, reimbursement claims, waiting time penalties, payroll stub/wage statement violations, and unfair business practices and unfair competition that occurred during the Class Period, including, but not limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest, fees, costs; and all other claims and allegations made or which could have been made in the Action based on the facts and allegations that occurred during the Class Period pled in the operative complaint and any amended pleadings. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. (collectively, the “Released Class Claims”). (*Id.* at ¶ 5.1.).

d. Release by PAGA Members: All PAGA Members (including any Class Members who are PAGA Members but who validly opt out of the Settlement) on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the LWDA, shall be deemed to have released all claims under PAGA against the Released Parties that occurred during the PAGA Period, which include any claims under PAGA arising out of or related to allegations set

1 forth in the operative complaint, any amended pleadings, all pre-filing PAGA notices
2 submitted by Plaintiff to the LWDA, and ascertained in the course of the Action,
3 including without limitation, alleged violations of California Labor Code sections 201-
4 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
5 2699, and 2802, California Industrial Commission Wage Orders, and the California
6 Code Regulations, and including all claims for or related to alleged failure to pay for all
7 hours worked, including minimum wages, straight time wages and overtime wages,
8 failure to provide meal periods, failure to authorize and permit rest periods, failure to
9 maintain accurate records of hours worked and meal periods, failure to reimburse and
10 indemnify expenses, failure to pay all accrued vacation wages at termination, failure to
11 timely pay all wages at termination, failure to furnish accurate and itemized wage
12 statements, failure to pay all earned wages twice per month, interest, fees, and costs.
13 (collectively, the “Released PAGA Claims”). (*Id.* at ¶ 5.2.).

14 1) The Released PAGA Claims are limited to claims arising during the
15 PAGA Period, as defined in Paragraph 5.2 under the Settlement. PAGA
16 Members who are Non-Participating Class Members do not release claims for
17 wages or statutory penalties. Because there is no statutory right for any PAGA
18 Member to opt out or otherwise exclude himself or herself from the PAGA
19 Settlement and the associated release of claims and rights under PAGA, and
20 further PAGA claims are subject to claim preclusion upon entry of Judgment,
21 Non-Participating Class Members who are PAGA Members will be deemed to
22 have released the Released PAGA Claims and will remain eligible for an
23 Individual PAGA Payment. (*Id.* at ¶ 5.2.1.)

24 9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
25 definitions as set forth in the Settlement.

26 10. The Court appoints, for settlement purposes only, Plaintiff as the Class
27 Representatives. The Court approves, on a preliminary basis, a Class Representative Service
28 Payment from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition to the

1 amount Plaintiff is eligible to receive as a Class Member, for initiating the Action and providing
2 services in support of the Action. To the extent the final amount awarded is less than the amount
3 requested, the remainder will be allocated to the Net Settlement Amount for distribution to
4 Participating Class Members.

5 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law
6 Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability
7 to request attorneys' fees of up to one-third of the Gross Settlement Amount, as well as
8 reimbursement for actual costs not to exceed \$19,000.00. To the extent actual costs are less and/or
9 the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder
10 will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

11 12. The Court appoints Apex Class Action Administration as the Administrator with
12 payment from the Gross Settlement Amount for reasonable administration costs not to exceed
13 \$5,990.00, except upon a showing of good cause and as approved by the Court. To the extent
14 administration costs are less, the remainder will be allocated to the Net Settlement Amount for
15 distribution to Participating Class Members.

16 13. The Administrator shall perform services and duties as provided for in the
17 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail. Class
18 Members shall not be required to submit a claim form in order to receive individual settlement
19 payments.

20 14. The Court approves, as to form and content, the *Court-Approved Notice of Class*
21 *Action Settlement and Hearing Date for Final Court Approval* (the "Class Notice") attached to the
22 Settlement as **Exhibit A** and incorporated by reference. The Court finds, on a preliminary basis,
23 that the plan for distribution of the Class Notice satisfies due process, provides the best notice
24 practicable under the circumstances, and constitutes due and sufficient notice to all persons
25 entitled thereto.

26 15. The obligations set forth in the Settlement are deemed part of this Preliminary
27 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement
28 Agreement according to its terms and provisions.

1 16. The Court orders the following Implementation Schedule:

2 Defendants to provide the Administrator 3 with the Class Data	Within 21 calendar days after entry of preliminary approval
4 Administrator to mail the Class Notice	Within 14 calendar days after receiving 5 the Class Data
6 Response and Opt-Out Deadline	Within 45 calendar days after mailing 7 (plus an additional 14 calendar days for any re-mailed Class Notices)
8 Final Approval Motion Filing Deadline	At least 16 court days before the Final 9 Approval Hearing
10 Final Approval Hearing	

12 17. The Court reserves the right to continue the date of the Final Approval Hearing without
13 further notice to Class Members.

14 18. The Court further orders that, pending further order of this Court, all proceedings in this
15 litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

16 19. The Settlement is preliminarily approved but is not an admission by Defendant of the
17 validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of
18 law. Neither the Settlement nor any related document shall be offered or received in evidence in any
19 civil, criminal, or administrative action or proceeding other than as may be necessary to consummate
20 or enforce the Settlement.

21 **IT IS SO ORDERED.**

22 DATED: _____

The Honorable Carolyn B. Kuhl
Judge of the Superior Court, Los Angeles County