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Superior Court of California
County of Los Angeles

JUN 26 2019

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By: Dejane Wortham, Deputy

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MAY 31 2019
S. DREW

15 Attorneys for Plaintiffs David Kuenstle and Lukas Austin-Page, individually
16 and on behalf of all others similarly situated

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

19 DAVID KUENSTLE and LUKAS AUSTIN-
20 PAGE, individually and on behalf of all others
21 similarly situated,

22 Plaintiff,

23 vs.

24 CHILDREN'S HOSPITAL LOS ANGELES
25 MEDICAL GROUP, INC., a California
26 corporation; and DOES 1 through 25,

27 Defendants.

Case No.: BC653858

Assigned to Hon. Ann I. Jones
Department SSC11

[PROPOSED] JUDGMENT

Date: June 26, 2019

Time: 10:00 a.m.

Dept.: 11 (Spring Street Courthouse)

Complaint Filed: March 13, 2017

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Judgment is entered in favor of Plaintiffs David Kuenstle and Lukas Austin-Page ("Plaintiffs") and against Defendant Children's Hospital Los Angeles Medical Group, Inc. ("CHLAMG" or "Defendant") in the amount of \$1,300,000, which is to be distributed as set forth the Order Granting Final Approval of Class Action Settlement.

2. The Class in this action is defined as:

all persons during the Class Period (which is March 13, 2013 through November 5,

1 2018) employed by Defendant, either directly or through a professional corporation,
2 who are or were licensed physicians or surgeons and who are or were primarily
3 engaged in duties that require licensure pursuant to Chapter 5 (commencing with
4 Section 2000) of Division 2 of the Business and Professions Code, who are not
5 members of the University of Southern California Faculty, and who, because of
6 how they were compensated, were classified as exempt from applicable State and
7 Federal wage-hour laws.

8 3. Three class members, David Darcy, James Kim and Nicole Flores-Fenlon,
9 have opted out of the Settlement and therefore all Class Members except David Darcy,
10 James Kim and Nicole Flores-Fenlon are bound by this Judgment.

11 4. Pursuant to the terms of the Settlement Agreement (Paragraphs II.Y, II.Z,
12 VI), upon the receipt by the Settlement Administer, Phoenix Settlement Administrators, of
13 the gross settlement amount of \$1,300,000 and other amounts due, as specified in the Order,
14 from Defendant, all Class Members except David Darcy, James Kim and Nicole Flores-
15 Fenlon are deemed to have released Defendant Children's Hospital Los Angeles Medical
16 Group, Inc. and any of its former and present parents, subsidiaries, and affiliates, and their
17 officers, directors, employees, partners, shareholders, agents, attorneys, insurers, and any
18 other successors, assigns, or legal representatives, including Children's Hospital Los
19 Angeles, and the University of Southern California and their related entities from all claims,
20 rights, demands, liabilities and causes of action, whether in law (including under the Labor
21 Code, the Wage Orders, the Fair Labor Standards Act, and the Business and Professions
22 Code) or equity, arising from the same facts and/or claims alleged in the Complaint, or the
23 claims that were pled or that could have been pled based on the facts alleged in the
24 Complaint, including claims for wages, restitution, premium payments, statutory and civil
25 penalties, liquidated damages, interest, fees, and costs, and claims arising under California's
26 Private Attorneys General Act, including but not limited to the following categories of
27 claims and allegations—including claims under the California Wage Orders: (1) all claims
28 relating to the failure to pay for all time worked, double time, overtime and minimum wage

1 (such as Labor Code Sections 210, 558 and 1194 and the Fair Labor Standards Act (29
2 U.S.C. § 201 et seq.); (2) all claims relating to the failure to timely pay all wages during
3 employment, including overtime, premium and minimum wage (such as claims under
4 Sections 204, 226.7); (3) all claims relating to the failure to timely pay wages upon
5 termination of employment, including overtime (such as claims under Labor Code Sections
6 202 and 203); (4) all claims relating to failure to provide accurate wage statements (such as
7 under Labor Code section 226 and 226.3); (5) all claims relating to the failure to provide
8 meal periods and/or authorize or permit rest periods (such as under Labor Code 226.7); and
9 (6) all claims relating to alleged violation of Business and Professions Code Section 17200
10 et seq. This release is effective through November 5, 2018. The release of claims under the
11 Fair Labor Standards Act applies only to those Class Members who opt-in to the Fair Labor
12 Standards Act collective action pursuant to Paragraph IV(J)(8) of the Settlement Agreement.

13 5. Without affecting the finality of this Judgment, the Court retains exclusive
14 and continuing jurisdiction over the litigation for purposes of supervising, implementing,
15 interpreting and enforcing the terms of its Order granting Final Approval of the Settlement
16 Agreement, and in order to conduct further hearing(s) on certification of distribution
17 procedures.

RAFAEL A. ONGKEKO, JUDGE

18 Dated: JUN 26 2019

Hon. Ann L. Jones

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen (18) and not a party to the within action. My business address is 15260 Ventura Blvd.,
Suite 1920, Sherman Oaks, California 91403.

5 On May 31, 2019, I served the following document described as

6 - **[PROPOSED] JUDGMENT**

7 on the interested parties in this action:

8 **(X)** by serving () the original **(X)** true copies thereof as follows:

9 **PLEASE SEE ATTACHED SERVICE LIST**

10 11 12 13 14 15 16 17 18 19	() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (213) 542-2101. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
20 21 22 23 24 25 26 27 28	() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated May 18, 2017, to the names and email addresses listed on the Service List attached hereto.

20 **(X) STATE** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

21 **() FEDERAL** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

22 **(X) EXECUTED** on May 31, 2019, at Sherman Oaks, California.

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Nicole Salazar

Electronic Service List

Case: **Kuenstle v. Children's Hospital Los Angeles Medical Group, Inc.**
Case Info: **BC653858, Los Angeles Superior Court**

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