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13 *Counsel for Plaintiff and the Proposed Class*

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

14 UNDRA WARREN, individually and on behalf of
15 all others similarly situated,

16 Plaintiff,

17 v.

18 POMONA VALLEY HOSPITAL MEDICAL
19 CENTER,

20 Defendant.

Case No. 23STCV05324

Timothy Patrick Dillon
(Assigned to Hon. ~~Kenneth R. Freeman~~)

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT**

FILED
Superior Court of California
County of Los Angeles

08/26/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

1 The Court has before it Plaintiff Warren Undra's ("Plaintiff") Unopposed Motion for
2 Preliminary Approval of Class Action Settlement and Certification of Settlement Class ("Motion
3 for Preliminary Approval"). Having reviewed the Motion for Preliminary Approval, the
4 Declaration of Class Counsel, Plaintiff, and the Settlement Administrator, the Parties' settlement
5 agreement (the "Settlement" or "SA"); having presided over a hearing on August 26, 2025; and
6 good cause appearing, the Court finds and orders as follows:

7 1. The Court finds that the Settlement Agreement appears to be fair, adequate, and
8 reasonable and therefore meets the requirements for preliminary approval. The Court grants
9 preliminary approval of the Settlement Agreement and preliminarily certifies the Settlement Class¹
10 based upon the terms set forth in the Settlement Agreement between Plaintiff and Defendant
11 Pomona Valley Hospital Medical Center ("PVHMC" or "Defendant"), filed concurrently with
12 Plaintiff's Motion for Preliminary Approval. The Court grants preliminary approval of the
13 Settlement of this Action pursuant to California Rules of Court, Rule 3.769(c).

14 2. The Settlement falls within the range of reasonableness of a settlement which could
15 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
16 only to any objections that may be raised at the Fairness Hearing and final approval by this Court.
17 The Court notes that Defendant has agreed to provide the following compensation to all
18 Participating Class Members: a pro rata cash payment, calculated in accordance with the terms of
19 the Settlement Agreement. Further, the Settlement provides: (i) a Class Representative service
20 payment of \$3,500 for the Plaintiff; and (ii) Class Counsel's attorneys' fees and litigation costs
21 and expenses of up to \$200,000.

22 3. The Court preliminarily finds that the terms of the Settlement appear to be within the
23 range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable
24 law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable
25 to the Settlement Class, when balanced against the probable outcome of further litigation relating
26 to class certification, liability and damages issues, and potential appeals; (2) significant informal

27
28 ¹ Unless otherwise indicated, all capitalized terms herein shall have the same meaning assigned
to them in the Settlement Agreement. (SA, Sec. 1, Definitions.).

1 discovery, investigation, research, and litigation has been conducted such that counsel for the
2 Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this
3 time will avoid substantial costs, delay, and risks that would be presented by the further
4 prosecution of the litigation; and (4) the Settlement has been reached as the result of intensive,
5 serious, and non-collusive negotiations between the Parties with the assistance of a well-respected
6 class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement
7 was entered into in good faith.

8 4. A Final Fairness Hearing on the question of whether the Settlement, attorneys' fees and
9 costs to Class Counsel, and the Class Representative Service Payment should be finally approved
10 as fair, reasonable, and adequate as to the Settlement Class is hereby set in accordance with the
11 schedule set forth below. Consideration of any application for an award of attorneys' fees, costs,
12 expenses, and Service Payment shall be separate from consideration of whether or not the proposed
13 Settlement should be approved, and from each other, and shall be embodied in separate orders.

14 5. The Court provisionally certifies for settlement purposes the following class (the
15 "Settlement Class"): "all California residents who visited the PVHMC Website and logged into
16 the patient portal between January 1, 2019 through December 31, 2022. Excluded from the
17 Settlement Class are: (1) the Judge(s) presiding over the Action, Class Counsel, and members of
18 their families; (2) PVHMC and its subsidiaries, parent companies, successors, predecessors, and
19 any entity in which PVHMC or its parents, have a controlling interest, and its current or former
20 officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior
21 to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded
22 Persons."

23 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
24 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
25 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of
26 law and fact that are common, or of general interest, to all Settlement Class members, which
27 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement
28 Class members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of

the Settlement Class members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Undra Warren.

8. The Court appoints, for settlement purposes only, John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC and Robert Ahdoot of Ahdoot & Wolfson PC, as Settlement Class Counsel.

9. The Court preliminarily finds that the Plaintiff and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class members in accordance with Code Civ. Proc. § 382.

10. The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator.

11. The Court approves, as to form and content: (1) the Settlement Class Notice Plan set forth in the Declaration of Scott Fenwick of Kroll Settlement Administration, LLC filed in Support of the Motion for Preliminary Approval; (2) the Long Form Notice, attached as Exhibit D to the Settlement Agreement; and (3) the Summary Notice, attached as Exhibit A to the Settlement Agreement.

12. The Court finds on a preliminary basis that the plan for distribution of notice to Settlement Class Members (the “Notice Plan”) satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto, and the terms of the Settlement Agreement, and the Fairness Hearing, and complies fully with the requirements of the California Rules of Court, the California Code of Civil Procedure, the California Civil Code, the Constitution of the State of California, the United States Constitution, and any other applicable law.

13. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. With the exception of such proceedings as are necessary to implement, effectuate, and grant final approval to the terms of the Settlement Agreement, all proceedings and litigation

1 deadlines are stayed in this Action and all Settlement Class members are enjoined from
2 commencing or continuing any action or proceeding in any court or tribunal asserting any claims
3 encompassed by the Settlement Agreement pending decision on Final Approval of the Settlement,
4 unless the Settlement Class member timely submits a valid Request for Exclusion as defined in
5 the Settlement Agreement.

6 15. The Court finds that the Notice Plan adequately informs members of the Settlement
7 Class of their right to exclude themselves from the Settlement Class so as not to be bound by the
8 terms of the Settlement Agreement.

9 16. Any member of the Class who elects to be excluded shall not be entitled to receive any
10 of the benefits of the Settlement Agreement, shall not be bound by the release of any claims
11 pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement
12 Agreement or appear at the Fairness Hearing. The names of all Persons timely submitting valid
13 Requests for Exclusion shall be provided to the Court.

14 17. Any Settlement Class Member who does not submit a valid Request for Exclusion as
15 forth by the Settlement shall not be excluded from the Settlement Class.

16 18. Any Settlement Class Member who is not excluded from the Settlement Class shall be
17 deemed to have released the Settled Claims.

18 19. Service of all papers on counsel for the Parties shall be made as follows for Class
19 Counsel:

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21 Robert Ahdoot
22 AHDOOT & WOLFSON P.C.
23 2600 W. Olive Avenue, Suite 500
24 Burbank, CA 91505

John Nelson
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC
280 S. Beverly Drive
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25 20. Any Settlement Class member who is not excluded from the Settlement Class may
26 object to the Settlement. To validly object to the Settlement Agreement, an objecting class member
27 must mail or e-mail their objection to the Settlement Administrator, Class Counsel, and PVHMC's
28 Counsel and include: (i) the case name *Warren v. Pomona Valley Hospital Medical Center*,

23STCV05324 (Los Angeles Superior Court); (ii) the Settlement Class Member's full name, current physical mailing address, and telephone number; (iii) a statement indicating whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class, (iii) the specific grounds for the objection; and (iv) all documents or writings that the Settlement Class Member desires the Court to consider.

21. The procedures and requirements for submitting objections in connection with the Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class member's objection to the Settlement Agreement, in accordance with the due process rights of all Class members.

22. The Claims Administrator shall post the Settlement and all related documents on the Settlement Website. The Settlement shall include the approved class definition set forth in Paragraph 5 above and the final notices and claim form.

23. In the event that the proposed Settlement is not approved by the Court, or in the event that the Settlement becomes null and void pursuant to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy; in such event the Settlement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement.

24. The Court orders the notice to be executed according to the schedule set out in the Settlement Agreement. The Court further orders the following schedule:

Event	Date
Last day for Defendant to provide Class List to the Settlement Administrator	14 calendar days after this Order granting preliminary approval of class action settlement
Notice Date (the date Settlement Administrator must commence Class Notice)	Within 30 calendar days after the issuance of the Preliminary Approval Order
Objection Deadline (filing deadline for Objections)	75 calendar days after the Notice Date
Exclusion Deadline (deadline to submit	75 calendar days after the Notice Date

1	Opt-Outs)	
2	Filing of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Payments	21 calendar days prior to the Objection / Exclusion Deadline
3	Filing of Plaintiffs' Motion for Final Approval	21 calendar days prior to the Final Fairness Hearing
4	Final Fairness Hearing	Any date that is at least 135 days after the issuance of the Preliminary Approval Order
5	01/05/2026 at 10 AM	

6
7 25. The Court may, for good cause, extend any of the deadlines set forth in this Order
8 without further notice to the Settlement Class members. The Fairness Hearing may, from time to
9 time and without further notice to the Settlement Class, be continued by order of the Court.

10 **IT IS SO ORDERED.**

11
12 Dated: 08/26/2025



13 

14 Hon. Kenneth R. Freeman

15 Timothy Patrick Dillon / Judge