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Attorneys for Plaintiff JEANNE PETERSON and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT**

JEANNE PETERSON, as an individual, and
on behalf of all others similarly situated,

Plaintiff,

v.

REDWOOD MEMORIAL HOSPITAL OF
FORTUNA, a California Corporation, and
DOES 1 through 100, inclusive,

Defendants.

Case No. DR170615

**[PROPOSED] ORDER AND JUDGMENT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 23, 2019
Time: 10:30 a.m.
Location: 4

1 This matter having come before this Court for hearing on August 23, 2019 at 10:30 a.m.
2 on Plaintiff JEANNE PETERSON's ("Named Plaintiff") unopposed Motion for Final Approval
3 of Class Action Settlement, as set forth in the Parties' Stipulation and Settlement of Class Action
4 Claims (hereafter "Agreement", "Stipulation" or "Settlement"), pursuant to the Order Granting
5 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), adequate
6 notice having been given as required in said Order, and the Court having considered all papers
7 filed and proceedings had herein, and good cause appearing therefore, it is ORDERED,
8 ADJUDGED AND DECREED THAT:

9 The Court has jurisdiction over the subject matter of the action and all parties.

10 Based on a review of the papers submitted by Named Plaintiff and a review of the
11 applicable law, the Court finds that the Gross Settlement Amount of \$250,000.00 and the terms
12 set forth in the parties' Settlement are fair, reasonable, and adequate. The Agreement is hereby
13 incorporated into this Order as though fully set forth herein. Except as otherwise specified
14 herein and for purposes of this Order, the terms used in this Order have the meaning assigned to
15 them in the Agreement and Notice to Class Members ("Notice").

16 The Court has determined that the Notice provided to the Class pursuant to the
17 Preliminary Approval Order fully and accurately informed all Class Members of the material
18 elements of the proposed Settlement, constituted the best notice practicable under the
19 circumstances, and constituted valid, due and sufficient notice to all Class Members.

20 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
21 reasonable and adequate in all respects, determines that the Settlement was made in good faith
22 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
23 accordance with the terms of the Agreement. The Court further finds that the Settlement was the
24 result of arm's-length negotiations conducted after Class Counsel had thoroughly and adequately
25 investigated the claims and became familiar with the strengths and weaknesses of those claims.
26 In particular, the amount of monies allocated to the Class Members, and the assistance of an
27 experienced mediator in the settlement process, among other factors, support the Court's
28 conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid

1 by Defendant Redwood Memorial Hospital of Fortuna, a California Corporation ("Defendant"),
2 including the Individual Settlement Payments to be paid to Settlement Class Members as
3 provided for by the Settlement Agreement, are fair and reasonable under the facts of this case.

4 The Court hereby grants final approval of attorneys' fees in the amount of \$83,333.33
5 that will be paid to Diversity Law Group, P.C., Law Offices of Choi & Associates, and David
6 Lee Law.

7 The Court hereby grants final approval of attorneys' costs in the amount of \$18,895.20 to
8 Class Counsel that will be paid to Diversity Law Group, P.C. and Law Offices of Choi &
9 Associates.

10 The Court hereby grants final approval of an enhancement award in the amount of
11 \$10,000.00 to Named Plaintiff, in addition to her share of the Individual Settlement Payment as a
12 Participating Settlement Class Member, for her time and effort serving as the Named Plaintiff.

13 The Court also hereby approves payment of \$10,000.00 to Phoenix Settlement
14 Administrators, the appointed Settlement Administrator, for the services it has rendered and will
15 render in administering the Settlement as described more fully in the Agreement.

16 Pursuant to California Labor Code Section 2698, et seq., the Court also hereby approves
17 payment of \$25,000.00 to the California Labor & Workforce Development Agency ("LWDA")
18 as payment for Named Plaintiff's claims on her own behalf and on behalf of all aggrieved
19 employees/Class Members for penalties under the Private Attorneys General Act ("PAGA").
20 The \$25,000.00 payment constitutes the 75% allocation to the LWDA of the total amount of
21 \$33,333.34 allocated to PAGA penalties.

22 The Court hereby finds that the Notice and all related documents have been mailed to all
23 Class Members as previously ordered by the Court, and that such Notice fairly and adequately
24 described the terms of the proposed Settlement Agreement, the manner in which Class Members
25 could object to or participate in the Settlement, and the manner in which Class Members could
26 opt out of the Class; was the best notice practicable under the circumstances; was valid, due and
27 sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769,
28 due process and all other applicable laws. The Court further finds that a full and fair opportunity

1 has been afforded to Class Members to participate in the proceedings convened to determine
2 whether the proposed Settlement Agreement should be given final approval. Accordingly, the
3 Court hereby determines that all Class Members who did not file a timely and proper request to
4 be excluded from the Settlement are bound by this Order.

5 The Court finds that the Settlement is fair, reasonable, and adequate as to the Class.
6 Named Plaintiff and Defendant. The Court further finds that the Settlement is the product of
7 good faith, intensive, serious, non-collusive, and arm's-length negotiations between the Parties.
8 is supported by an evidentiary record, experienced and qualified Class Counsel and involvement
9 of an experienced mediator, and all Settlement Class Members, and confers a significant
10 financial benefit to the Class commensurate with the likely recovery if Named Plaintiff prevailed
11 at trial and the risks of continued litigation. The Court further finds that the Settlement
12 Agreement is consistent with public policy, and fully complies with all applicable provisions of
13 law, including the provisions of California Code of Civil Procedure section 382 and California
14 Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's defenses, the
15 amounts paid under the Settlement, the allocation of settlement proceeds among the Settlement
16 Class Members and the fact that a settlement represents a compromise of the Parties' respective
17 positions rather than the result of a finding of liability at trial all support the Court's decision
18 granting final approval. The following factors also support the decision granting final approval:
19 the risk, expense, complexity and likely duration of further litigation; the risk of attaining and
20 maintaining class action status throughout the proceedings; and the extent of discovery
21 completed and the stage of the proceedings.

22 The reaction of the Class Members to the proposed Settlement further supports the
23 Court's decision granting final approval. There are five (5) requests for exclusion from the
24 Settlement. Also, no objections have been submitted to the Settlement by any of the Class
25 Members.

26 Phoenix Settlement Administrators shall calculate and administer from the Maximum
27 Gross Settlement Amount the following, all of which shall be deducted from the \$250,000.00
28 Gross Settlement Amount: Participating Individual Settlement Payments to be made to the

1 Participating Settlement Class Members; Attorney's Fees and Expenses Payment to Class
2 Counsel; Service Award to the Named Plaintiff; and PAGA payment to the LWDA. Phoenix
3 Settlement Administrators is hereby directed to mail the Individual Settlement Payments and
4 take all other actions in furtherance of the settlement administration as specified in the
5 Settlement Agreement.

6 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in the
7 Settlement and in the Notice, are approved and are hereby incorporated by reference and made a
8 part of this Order as though fully set forth herein. As set forth in the Agreement, by operation of
9 the entry of this Order and Judgment and pursuant to the Settlement, Participating Settlement
10 Class Members hereby waive and release the Released Claims against Released Parties as set
11 forth in the Agreement. All Participating Settlement Class Members are barred from bringing
12 any Released Claims against Released Parties pursuant to this Order and Judgment.

13 By means of this Final Approval Order, final judgment is entered, as defined in section
14 577 of the California Code of Civil Procedure, binding each Participating Settlement Class
15 Member and operating as a full release and discharge of Released Claims. All rights to appeal
16 this Order or the Judgment have been waived except as specifically permitted in the Settlement
17 Agreement.

18 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
19 obligations under the Settlement or under this Order.

20 Settlement Class Members shall have one-hundred eighty (180) days from the date of
21 issuance of the Individual Settlement Payment checks to negotiate the checks. Funds represented
22 by Individual Settlement Payment checks returned as undeliverable and Individual Settlement
23 Payment checks remaining un-cashed for more than 180 days after issuance will be paid to the
24 California State Controller to be deposited in the Unclaimed Property Fund, in the Participating
25 Settlement Class Members' name.

26 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
27 and continuing jurisdiction over the action and the Parties for purposes of supervising the
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1 implementation, enforcement, construction, administration and effectuation of the Settlement
2 Agreement.

3 The Parties and Phoenix Settlement Administrators are hereby ordered to implement and
4 comply with the terms of the Settlement Agreement.

5 Notice of entry of this Order and Judgment will be available on the Settlement
6 Administrator's website.

7 **IT IS SO ORDERED AND ADJUDGED.**

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Dated: 8/23/, 2019

JUDGE OF THE HUMBOLDT COUNTY SUPERIOR
COURT