

FILED
Superior Court of California
County of Los Angeles

JUL 12 2021

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23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
24 **FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

25 ARACELI RODRIGUEZ, as an individual,
26 and on behalf of all others similarly situated,

27 Plaintiff,

28 v.

GARDENA HOSPITAL, L.P., a Limited
Partnership, and DOES 1 through 100,
inclusive,

Defendant.

Case No. BC705075

*Assigned for All Purposes to Honorable Amy
D. Hogue in Department 7*

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

Date: July 12, 2021
Time: 11:00 a.m.
Dept.: 7

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1 This matter having come before this Court for hearing on July 12, 2021 at 11:00 a.m.
2 on Plaintiff ARACELI RODRIGUEZ (“Named Plaintiff”) unopposed Motion for Final
3 Approval of Class Action Settlement, as set forth in the Parties’ Amended Stipulation and
4 Settlement of Class Action Claims (“Settlement Agreement”), pursuant to the Order Granting
5 Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”),
6 adequate notice having been given as required in said Order, and the Court having considered
7 all papers filed and proceedings had herein, and good cause appearing therefore, it is
8 ORDERED, 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 \$750,000.00 and the terms
12 set forth in the parties’ Settlement Agreement are fair, reasonable, and adequate. The
13 Settlement Agreement is hereby incorporated into this Order as though fully set forth herein.
14 Except as otherwise specified herein and for purposes of this Order, the terms used in this
15 Order have the meaning assigned to them in the Settlement Agreement and Notice of
16 Settlement of Class Action Lawsuit (“Class Notice”).

17 The Court hereby certifies the following Class for settlement purposes only:

18 “All hourly non-exempt employees of Defendant who received wage statements
19 that included overtime or doubletime wages during the Class Period from April
20 9, 2017 to April 30, 2019.”

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

25 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
26 reasonable and adequate in all respects, determines that the Settlement was made in good faith
27 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
28 accordance with the terms of the Settlement Agreement. The Court further finds that the

1 Settlement was the result of arm's-length negotiations conducted after Class Counsel had
2 thoroughly and adequately investigated the claims and became familiar with the strengths and
3 weaknesses of those claims. In particular, the amount of monies allocated to the Class
4 Members, and the assistance of an experienced mediator in the settlement process, among
5 other factors, support the Court's conclusion that the Settlement is fair, reasonable, and
6 adequate. The amounts agreed to be paid by Defendant GARDENA HOSPITAL, L.P.
7 ("Defendant"), including the Individual Settlement Payments to be paid to Settlement Class
8 Members as provided for by the Settlement Agreement, are fair and reasonable under the facts
9 of this case.

10 The Court hereby grants final approval of attorneys' fees in the amount of \$250,000.00
11 that will be paid to (1) Diversity Law Group, P.C. in the amount of \$100,000.00; (2) Law
12 Offices of Choi & Associates in the amount of \$100,000.00; and (3) David Lee Law in the
13 amount of \$50,000.00.

14 The Court hereby grants final approval of attorneys' costs in the amount of \$13,240.65
15 to Class Counsel that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of
16 \$7,652.87; (2) Law Offices of Choi & Associates in the amount of \$4,175.38; and (3) David
17 Lee Law in the amount of \$1,412.40.

18 The Court hereby grants final approval of an enhancement award in the amount of
19 \$7,500.00 to Named Plaintiff, in addition to her share of the Class Settlement Payment
20 Allocation as a Settlement Class Member, for her time and effort serving as the Class
21 Representative.

22 The Court also hereby approves payment of \$11,750.00 to Phoenix Settlement
23 Administrators, the appointed Settlement Administrator, for the services it has rendered and
24 will render in administering the Settlement as described more fully in the Settlement
25 Agreement.

26 Pursuant to California Labor Code Section 2698, et seq., the Court also hereby
27 approves payment of \$30,000.00 to the California Labor & Workforce Development Agency
28 ("LWDA") as payment for Named Plaintiff's claims on her own behalf and on behalf of all

1 aggrieved employees/Class Members for penalties under the Private Attorneys General Act
2 (“PAGA”). The \$30,000.00 payment constitutes the 75% allocation to the LWDA of the total
3 amount of \$40,000.00 allocated to PAGA penalties.

4 The Court hereby finds that the Class Notice and all related documents have been
5 mailed to all Class Members as previously ordered by the Court, and that such Class Notice
6 fairly and adequately described the terms of the proposed Settlement Agreement, the manner in
7 which Class Members could object to or participate in the Settlement, and the manner in which
8 Class Members could opt out of the Class; was the best notice practicable under the
9 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully
10 with California Rule of Court 3.769, due process and all other applicable laws. The Court
11 finds that there zero (0) request for exclusion. The Court further finds that a full and fair
12 opportunity has been afforded to Class Members to participate in the proceedings convened to
13 determine whether the proposed Settlement Agreement should be given final approval.
14 Accordingly, the Court hereby determines that all Class Members who did not file a timely and
15 proper request to be excluded from the Settlement are bound by this Order.

16 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to
17 the Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the
18 product of good faith, intensive, serious, non-collusive, and arm’s-length negotiations between
19 the Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
20 involvement of an experienced mediator, and all Settlement Class Members, and confers a
21 significant financial benefit to the Class commensurate with the likely recovery if Named
22 Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the
23 Settlement Agreement is consistent with public policy, and fully complies with all applicable
24 provisions of law, including the provisions of California Code of Civil Procedure section 382
25 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of
26 Defendant’s defenses, the amounts paid under the Settlement, the allocation of settlement
27 proceeds among the Settlement Class Members and the fact that a settlement represents a
28 compromise of the Parties’ respective positions rather than the result of a finding of liability at

1 trial all support the Court's decision granting final approval. The following factors also
2 support the decision granting final approval: the risk, expense, complexity and likely duration
3 of further litigation; the risk of attaining and maintaining class action status throughout the
4 proceedings; and the extent of discovery completed and the stage of the proceedings.

5 The reaction of the Class Members to the proposed Settlement further supports the
6 Court's decision granting final approval. There were no objections nor requests for exclusion.

7 Phoenix Settlement Administrators shall calculate and administer from the Maximum
8 Gross Settlement Amount the following, all of which shall be deducted from the \$750,000.00
9 Gross Settlement Amount: Settlement Class Awards to be made to the Settlement Class
10 Members; Attorney's Fees and Expenses Payment to Class Counsel; Enhancement Payment to
11 the Named Plaintiff; and PAGA payment to the LWDA. Phoenix Settlement Administrators is
12 hereby directed to mail the Individual Settlement Payments and take all other actions in
13 furtherance of the settlement administration as specified in the Settlement Agreement.

14 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in
15 the Settlement Agreement and in the Class Notice, are approved and are hereby incorporated
16 by reference and made a part of this Order as though fully set forth herein. As more
17 specifically set forth in the Settlement Agreement, by operation of the entry of this Order and
18 Judgment and pursuant to the Settlement, Named Plaintiff waives and releases the Released
19 Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order and
20 Judgment.

21 By means of this Final Approval Order, final judgment is entered, as defined in section
22 577 of the California Code of Civil Procedure, binding each Settlement Class Member and
23 operating as a full release and discharge of Released Claims as follows:

24 "Upon the full funding of the Qualified Settlement Fund, the Participating
25 Settlement Class Members shall fully and finally release and discharge the
26 Released Parties, during the Class Period, of all applicable California
27 wage and hour claims, rights, demands, liabilities and causes of action
28 which were brought or could have been brought in the Action against
Defendant based on the factual allegations of the Action, including all
claims for improper or inaccurate wage statements; penalties, including,
but not limited to, pay-stub penalties; and attorneys' fees and expenses.

1 The Released Claims include all such claims arising under the California
2 Labor Code related to the factual allegations of the Action, including, but
3 not limited to, sections 226, 226.3, and 2698 *et seq.* This release excludes
the release of claims not permitted by law.”

4 “Released Parties” means Defendant Gardena Hospital, L.P., and their past,
5 present, or future parents, subsidiaries and affiliated companies, and their past,
6 present, or future officers, directors, employees, partners, joint employers,
7 members, shareholders and agents, and any other successors, assigns or legal
representatives.

8 All rights to appeal this Order or the Judgment have been waived except as specifically
9 permitted in the Settlement Agreement.

10 Nothing in this Order and Judgment shall preclude any action to enforce the Parties’
11 obligations under the Settlement or under this Order.

12 Settlement Class Members shall have one-hundred eighty (180) days from the date of
13 issuance of the check to negotiate the check. Funds represented by Individual Settlement
14 Payment checks returned as undeliverable and Individual Settlement Payment checks
15 remaining un-cashed for more than 180 days after issuance will be tendered to the California
16 State Controller to be held in the unclaimed property fund in the name of the Settlement Class
17 Member.

18 A non-appearance compliance hearing is set for ^{10:00 a.m.} JUNE 7, 2022 in
19 Department 7 of the above-referenced Court. At least five (5) court days prior to the
20 compliance hearing, the Settlement Administrator will provide a written declaration under oath
21 to certify the total amount that was paid to all class members and ensure that distribution of the
22 un-cashed funds be tendered to the California State Controller to be held in the unclaimed
23 property fund in the name of the Settlement Class Member.


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

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

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

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

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8 Dated: 7/12, 2021

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10 
11 Honorable Amy D. Hogue
12 Judge of the Superior Court
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