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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 03 2023

E. Escobedo

8 Attorneys for Plaintiff and the Class
9 * ADDITIONAL ATTORNEYS ON FOLLOWING PAGE

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF RIVERSIDE**

12 MINDY WILSON, as an individual and on
13 behalf of all others similarly situated,

14 Plaintiffs,

15 vs.

16 DOCTORS HOSPITAL OF RIVERSIDE
17 LLC, A Limited Liability Company;
18 PARKVIEW COMMUNITY HOSPITAL
19 MEDICAL CENTER, A Nonprofit Public
20 Benefit Corporation; and DOES 1 through 50,
21 inclusive,

22 Defendants.

Case No. RIC2001079

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

Date: January 31, 2023
Time: 8:30 a.m.
Department: 10
Judge: Hon. Harold W. Hopp

**RES. ID: Per Minute Order Dated July
25, 2022**

1 This matter having come before this Court for hearing on January 31, 2023 at 8:30 a.m.
2 on Plaintiff Mindy Wilson’s (“Named Plaintiff”) unopposed Motion for Final Approval of Class
3 Action Settlement, as set forth in the Joint Stipulation and Settlement of Class Action between
4 Plaintiff and Defendant Parkview Community Hospital Medical Center filed on June 28, 2022
5 titled “JOINT STIPULATION AND SETTLEMENT OF CLASS ACTION BETWEEN
6 PLAINTIFF AND DEFENDANT PARKVIEW COMMUNITY HOSPITAL MEDICAL
7 CENTER” (“Settlement Agreement”), pursuant to the Order Granting Preliminary Approval of
8 Class Action Settlement and Setting Final Approval Hearing (“Preliminary Approval Order”),
9 adequate notice having been given as required in said Order, and the Court having considered all
10 papers filed and proceedings had herein, and good cause appearing therefore, it is ORDERED,
11 ADJUDGED AND DECREED THAT:

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

13 Based on a review of the papers submitted by Named Plaintiff and a review of the
14 applicable law, the Court finds that the Gross Settlement Amount of \$500,000.00 and the terms
15 set forth in the parties’ Settlement Agreement are fair, reasonable, and adequate. The Settlement
16 Agreement is hereby incorporated into this Order as though fully set forth herein. Except as
17 otherwise specified herein and for purposes of this Order, the terms used in this Order have the
18 meaning assigned to them in the Settlement Agreement and Notice of Pendency of Class Action
19 Settlement and Proposed Settlement (“Class Notice”).

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

24 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
25 reasonable and adequate in all respects, determines that the Settlement was made in good faith
26 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
27 accordance with the terms of the Settlement Agreement. The Court further finds that the
28 Settlement was the result of arm’s-length negotiations conducted after Class Counsel had

1 thoroughly and adequately investigated the claims and became familiar with the strengths and
2 weaknesses of those claims. In particular, the amount of monies allocated to the Class Members,
3 and the assistance of an experienced mediator in the settlement process, among other factors,
4 support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The
5 amounts agreed to be paid by Defendant PARKVIEW COMMUNITY HOSPITAL MEDICAL
6 CENTER ("Defendant"), including the individual Settlement Class Award to be paid to
7 Settlement Class Members as provided for by the Settlement Agreement, are fair and reasonable
8 under the facts of this case.

9 The Court hereby grants final approval of attorneys' fees in the amount of \$166,666.66
10 that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of \$36,111.11; (2) Law
11 Offices of Choi & Associates in the amount of \$36,111.11; (3) Hyun Legal, P.C. in the amount
12 of \$36,111.11; and (4) Polaris Law Group, P.C. in the amount of \$58,333.33.

13 The Court hereby grants final approval of attorneys' costs in the amount of \$5,046.35 to
14 Class Counsel that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of
15 \$630.54; (2) Law Offices of Choi & Associates in the amount of \$4,415.81.

16 The Court hereby grants final approval of an enhancement award in the amount of
17 \$5,000.00 to Named Plaintiff, in addition to her share of the Class Settlement Payment
18 Allocation as a Settlement Class Member, for his time and effort serving as the Class
19 Representative.

20 The Court also hereby approves payment of \$10,500.00 to Phoenix Settlement
21 Administrators, the appointed Settlement Administrator, for the services it has rendered and will
22 render in administering the Settlement as described more fully in the Settlement Agreement.

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

1 Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a
2 full and fair opportunity has been afforded to Class Members to participate in the proceedings
3 convened to determine whether the proposed Settlement Agreement should be given final
4 approval. Accordingly, the Court hereby determines that all Class Members who **did** not file a
5 timely and proper request to be excluded from the Settlement are bound by this Order.

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

23 The reaction of the Class Members to the proposed Settlement further supports the
24 Court's decision granting final approval. There is one (1) request for **exclusion** from the
25 Settlement served by Cindy Myhra. Also, no objections have been submitted to the Settlement
26 by any of the Class Members.

27 Phoenix Settlement Administrators shall calculate and administer from the Settlement
28 Amount the following, all of which shall be deducted from the \$500,000.00 Settlement Amount:

1 Settlement Class Awards to be made to the Settlement Class Members; Attorney's Fees and
2 Expenses Payment to Class Counsel; and Enhancement Payment to the Named Plaintiff. A total
3 of \$312,786.99 will be distributed to the Settlement Class Members, which the Court hereby
4 fully and finally approves. Phoenix Settlement Administrators is hereby directed to mail the
5 Individual Settlement Payments in envelopes that bear the notation, "YOUR CLASS ACTION
6 SETTLEMENT CHECK IS ENCLOSED" and take all other actions in furtherance of the
7 settlement administration as specified in the Settlement Agreement.

8 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in the
9 Settlement Agreement and in the Class Notice, are approved and are hereby incorporated by
10 reference and made a part of this Order as though fully set forth herein. As more specifically set
11 forth in the Settlement Agreement, by operation of the entry of this Order and Judgment and
12 pursuant to the Settlement, Named Plaintiff waive and release the Released Claims as set forth in
13 the Settlement Agreement, which are barred pursuant to this Order and Judgment.

14 By means of this Final Approval Order, final judgment is entered, as defined in section
15 577 of the California Code of Civil Procedure, binding each Settlement Class Member and
16 operating as a full release and discharge of Released Claims. All rights to appeal this Order or
17 the Judgment have been waived except as specifically permitted in the Settlement 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 check to negotiate the check. The Settlement Administrator shall mail a reminder
22 postcard to any class member whose settlement distribution check has not been negotiated within
23 60 days after the date of mailing. If (i) any of the class members are current employees of the
24 defendant, (ii) the distribution mailed to those employees is returned to the administrator as
25 being undeliverable, and (iii) the administrator is unable to locate a valid mailing address, the
26 administrator shall arrange with the defendant to have those distributions delivered to the
27 employees at their place of employment.

1 The funds from any checks returned as undeliverable, and any checks not negotiated
2 within 180 days, shall be transmitted California State Controller's office in the name of the class
3 member.

4 A compliance hearing is set for October 25, 2023 for a Nonappearance Hearing in
5 Department 10 of the above-referenced Court. At least five (5) court days prior to the compliance
6 hearing, the Settlement Administrator will provide declaration to the Court that shall describes (i)
7 the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the
8 average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total
9 value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the
10 nature and date of the disposition of those unclaimed funds.

11 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
12 and continuing jurisdiction over the action and the Parties for purposes of supervising the
13 implementation, enforcement, construction, administration and effectuation of the Settlement
14 Agreement.

15 The Parties and Phoenix Settlement Administrators are hereby ordered to implement and
16 comply with the terms of the Settlement Agreement. Notice of entry of this Order and Judgment
17 shall be given by Class Counsel on behalf of Named Plaintiff and all Settlement Class Members
18 by posting a copy on the Settlement Administrator's website. Phoenix Settlement
19 Administrators will provide the following notation on check stubs mailed to class members "The
20 Judgment was entered on January 31, 2023 and you can view a copy of the judgment is available
21 at <https://www.phoenixclassaction.com/class-action-lawsuits/judgments/>".

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

23
24 Dated: 2/11, 2023

25 
26 HONORABLE HAROLD W. HOPP
27 RIVERSIDE COUNTY SUPERIOR COURT JUDGE
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