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LOS ANGELES SUPERIOR COURT

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SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK
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BY ROSEMARIE B. ADLINO, DEPUTY

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BY FAX

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13 Attorneys for Plaintiff and all others similarly situated.

14 **SUPERIOR COURT OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

16 YOLANDA PENNY, on behalf of herself and
17 all others similarly situated,
18
19 Plaintiff,

20 vs.

21 SAN DIMAS COMMUNITY HOSPITAL, a
22 California corporation; PRIME
23 HEALTHCARE MANAGEMENT – SAN
24 DIMAS, INC., a California corporation;
25 PRIME HEALTHCARE STAFFING, INC., a
26 California corporation; PRIME
27 HEALTHCARE SERVICES, INC., a
28 Delaware Corporation; PRIME
HEALTHCARE SERVICES – SAN DIMAS,
LLC, a Delaware Limited Liability Company;
and DOES 1 through 100, Inclusive,

Defendants

Case No.: BC427326

Hon. Frederick C. Shaller
Dept. 46

CLASS ACTION

~~PROPOSED~~ **JUDGMENT**
RE: PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, COSTS AND CLASS
REPRESENTATIVE ENHANCEMENT
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Date: April 2, 2018
Time: 8:30 a.m.
Dept: 46

RESERVATION NO.: 180208288363

Action Filed: December 4, 2009

~~PROPOSED~~ **ORDER AND JUDGMENT RE: PLAINTIFF'S MOTION FOR**
ATTORNEYS' FEES, COSTS AND CLASS REPRESENTATIVE ENHANCEMENT
AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

1 The Plaintiff Yolanda Penney (“Plaintiff”), and Prime Healthcare Services – San Dimas,
2 LLC (“Defendant”) have entered into an agreement to settle the above-captioned class action,
3 subject to the Court’s approval. That agreement is captioned Class Action Settlement Agreement
4 (hereinafter “Settlement Agreement”), and the capitalized terms herein shall have the meanings
5 set forth for them in the Settlement Agreement unless otherwise indicated. The Settlement
6 Agreement provides for the payment of a Settlement Payment to each Participating Class
7 Member based on the number of Qualifying Workweeks during which the Participating Class
8 Member was employed during the Class Period. The Qualifying Workweeks of each
9 Participating Class Member will be multiplied by a Settlement Payment Rate to determine each
10 Participating Class Member’s gross settlement payment. The Revised Preliminary Approval
11 Order entered on November 21, 2017, approved the proposed forms of Class Notice and related
12 documents. The Court entered the Revised Preliminary Approval Order after review and
13 consideration of all of the pleadings filed in connection herewith, along with the amended Class
14 Notice and Order entered on November 21, 2017.

15 In compliance with the Preliminary Approval Order entered November 21, 2017 Class
16 Notice Packets were sent to the Class and New Class Members via first class mail by the Court
17 approved settlement administrator, Rust Consulting, Inc., on or about January 5, 2018.

18 This matter is now before the Court on Plaintiff’s Motion for Final Approval of the Class
19 Action Settlement, and the Plaintiff’s Motion for Attorneys’ Fees and Costs, and Class
20 Representative Enhancement. The Court has read, heard, and considered all of the pleadings and
21 documents submitted, and the presentations made in connection with the Motions which came on
22 for hearing on April 2, 2018.

23 This Court finds that the proposed settlement is the product of serious, informed, non-
24 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
25 treatment to any individuals. The Court finds that the settlement was entered into in good faith
26 pursuant to California Code of Civil Procedure §877.6. The Court further finds that the
27 settlement is fair, reasonable and adequate, and that Plaintiff has satisfied the standards for final
28 approval of a class action settlement under California law.

1 Based on the foregoing, IT IS HEREBY ORDERED THAT:

2 1. The Court has jurisdiction over the claims of the Class and New Class Members
3 asserted in this proceeding and over all parties to the related action;

4 2. For the reasons set forth in the Revised Preliminary Approval Order of November
5 21, 2017, which is adopted and incorporated herein by reference, this Court finds that the
6 applicable requirements of the California Code of Civil Procedure §382 have been satisfied with
7 respect to the Class and New Class Members and the proposed Settlement Agreement. The
8 Court hereby makes final its earlier provisional certification of the Class and New Class, as set
9 forth in the Revised Preliminary Approval Order. The Court finds the following classes have
10 been certified and are subject to the Settlement as "Class Members" or "New Class Members":

11 (a) "Class" and "Class Members" refers to members of the class
12 certified by the Los Angeles Superior Court by Order dated February 8, 2013, consisting of all
13 persons who are or were employed by Defendant San Dimas Community Hospital on a non-
14 exempt, hourly wage basis and worked 12 hour shifts at any time from July 1, 2008 to February
15 28, 2013, and who did not exclude themselves from the class by April 15, 2013, the deadline for
16 such action as set forth in the Notice of Class Action that was mailed to the class on February 28,
17 2013.

18 (b) "New Class Members" refers to individuals who otherwise meet the definition of a
19 Class Member, but who were hired from on or after March 1, 2013 through August 31, 2017, and
20 who did not exclude themselves from this action.

21 3. The Class Notices given to the Class and New Class Members fully and
22 accurately informed them of all material elements of the proposed Settlement Agreement,
23 including the fact that the calculation of their individual Settlement Payments would be based on
24 estimates that may change before the final distribution amount is paid. The Class Notices
25 accurately informed the Class and New Class Members of their opportunity to object or
26 comment thereon; were the best Notices practicable under the circumstances; were valid, due and
27 sufficient Notice to all Class and New Class Members; and complied fully with the laws of the
28 State of California, due process, and other applicable law. All other forms of notice fairly and

1 adequately described the Settlement Agreement and provided Class and New Class Members
2 adequate instructions and a variety of means to obtain additional information. A full opportunity
3 has been afforded to the Class and New Class Members to participate in this hearing, and all
4 Class and New Class Members and other persons wishing to be heard have been heard.
5 Accordingly, the Court determines that all Class and New Class Members who did not timely
6 and properly execute a Request for Exclusion are bound by this judgment and order. The Court
7 finds that there are no Class or new Class Members who submitted a valid request for exclusion.
8 Accordingly, all Class and New Class Members who received a Class Notice and who did not
9 exclude themselves are therefore bound by this judgment and order.

10 4. Pursuant to California law and Code of Civil Procedure § 382 et seq., the Court
11 hereby grants final approval to the Settlement Agreement and finds that it is fair, reasonable and
12 adequate, and in the best interests of the Class and New Class Members. The Court approves the
13 maximum settlement amount of One Million Eight Hundred and Twenty Five Thousand Dollars
14 (\$1,825,00.00) as fair, reasonable and adequate. The Settlement Agreement contemplates the
15 Court's authority to reduce the attorneys' fees requested, as well as the Class Representative
16 enhancement award, to amounts below the amounts requested by Plaintiff for those elements of
17 the settlement. Accordingly, the Court hereby directs that the Settlement Agreement be effected
18 in accordance with its terms and the Revised Preliminary Approval order, entered on November
19 21, 2017.

20 5. There were no valid and timely objections made to the Settlement Agreement,
21 including the Class Representative enhancement award. It is hereby ordered that a Class
22 Representative enhancement award of \$20,000.00 for Yolanda Penney is a fair and reasonable
23 amount. This finding is made after reading all papers including the declarations and
24 supplemental declarations.

25 6. The Court approves attorneys' fees of Five Hundred Eighty-Five Thousand
26 Dollars (\$585,000.00), which is 33.33% of the total One Million Eight Hundred Twenty-Five
27 Thousand dollars (\$1,825,000.00) settlement. The amount of fees is hereby granted pursuant to
28 California law, inter alia, because it falls within the range of reasonableness and the result

1 achieved justifies the award. The Court finds the hourly rates sought by the attorneys are
2 reasonable and fair. Furthermore, the Court finds the percentage of the fund recovery in the
3 amount of 33.33% is appropriate. Using the lodestar method as a cross check, a 0.42 negative
4 multiplier is reasonable and appropriate in this matter. The fees awarded reflect a lodestar
5 negative multiplier of 0.42, which is fair and reasonable.

6 7. As to attorneys' and settlement administration costs, the Court approves the
7 payment of costs up to the amount of \$140,000.00 for attorney's costs, and settlement
8 administration costs to Rust Consulting, Inc., of up to \$19,942. Any amounts not claimed as
9 costs shall be distributed to the class on a pro rata basis. As set forth herein, Rust Consulting,
10 Inc., shall be approved of its costs in the amount of \$19,942. All said costs shall be paid out of
11 the Gross Settlement Amount as set forth in the Settlement Agreement and are hereby granted
12 pursuant to California law.

13 8. The Court approves the parties' allocation of Twenty-Five Thousand Dollars
14 (\$25,000.000) from the Gross Settlement Amount in compromise penalty claims under PAGA,
15 Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) of which shall be paid to the
16 California Labor and Welfare Development Agency pursuant to Cal. Lab. Code sec. 2699(i)..

17 There were no objections filed to any form of the settlement.

18 9. It is hereby ordered that a judgment shall be entered that conclusively finds that
19 all Class and New Class Members have released Defendant and the Released Parties from any
20 and all of the Released Claims, and that permanently bars those Class and New Class Members
21 from pursuing any of the Released Claims in any fashion against Defendant and/or any and all of
22 the Released Parties.

23 10. Without affecting the finality of this matter, this Court shall retain exclusive and
24 continuing jurisdiction over this action and the parties, including all Class and New Class
25 Members, for purposes of supervising, administering, implementing, enforcing, and interpreting
26 the Settlement Agreement and the claims process thereunder, and for Entry of Judgment.

27 ////

28 ////

1 11. Pursuant to CRC 3.771(b), Plaintiff's counsel is ordered to post this judgment on
2 counsel's web page for a period of forty-five (45) calendar days following the date of Entry of
3 Judgment.

4 12. There being no just reason to delay, the Clerk is directed to enter this Final
5 Judgment forthwith.

6 13. The Court sets a final accounting non-appearance hearing on December 17, 2018.

7 APPROVED AS TO FORM AND CONTENT

8
9 Dated: March 23, 2018

LAW OFFICE OF JOSEPH ANTONELLI
LAW OFFICES OF KEVIN T. BARNES

10
11
12 By:

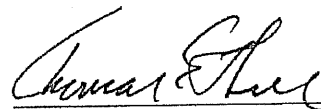


Joseph Antonelli
Janelle Carney,
Counsel for Plaintiff

13
14
15 Dated: March 24, 2018

REED SMITH LLP

16
17
18 By:



Thomas E. Hill
Mara D. Curtis,
Counsel for Defendant
PRIME HEALTHCARE SERVICES- SAN
DIMAS, LLC

19
20
21
22 IT IS SO ORDERED.

23
24
25
26 APR 02 2018

27 Dated: _____


28 Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Ave., Suite E, 2nd Floor, Chino Hills, CA 91709.

On March 26, 2018, I served the foregoing document described as:

[PROPOSED] ORDER AND JUDGMENT RE: PLAINTIFF'S MOTION FOR ATTORNEYS' FEES, COSTS AND CLASS REPRESENTATIVE ENCHANCEMENT AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

on INTERESTED PARTIES in this action by placing a copy thereof enclosed in sealed envelopes addressed as stated below:

Thomas E. Hill, Esq.
Mara D. Curtis, Esq.
REED SMITH, LLP
355 S Grand Avenue, Suite 2900
Los Angeles, CA 90071
Fax: 1 (213) 457-8080

XX BY MAIL: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal service on that same day with postage thereon fully prepaid at CHINO HILLS, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on March 26, 2018 at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Lisa Kirschner
Lisa Kirschner