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Superior Court of California  
County of Los Angeles

FEB 08 2016

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Attorneys for Plaintiffs

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

10 JESSICA F. HOFFMAN, on behalf of herself  
11 and all others similarly situated and the general  
12 public,

13 Plaintiffs,

14 v.

15 GOOD SAMARITAN HOSPITAL, a California  
16 corporation; and DOES 1 to 100, inclusive,

17 Defendants

Case No.: BC564721  
Hon. William F. Highberger  
Dept. 322

CLASS ACTION

~~FILED~~ ORDER AND  
JUDGMENT RE: PLAINTIFFS'  
MOTION FOR ATTORNEYS' FEES  
AND COSTS AND CLASS  
REPRESENTATIVE ENHANCEMENT  
AND MOTION FOR CONDITIONAL  
CERTIFICATION AND FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT

Date: February 8, 2016  
Time: 11:00 a.m.  
Dept.: 322

Original Action Filed Nov.21, 2014

BY FAX

28 [PROPOSED] ORDER AND JUDGMENT RE: PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE ENHANCEMENT  
AND MOTION FOR CONDITIONAL CERTIFICATION AND FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT

1 The Plaintiffs' class, as defined below, and the settling Defendant, Good Samaritan  
2 Hospital (hereinafter referred to as "Defendant" or "GSH") entered into an agreement to settle  
3 the above-captioned class action, subject to the Court's approval. The agreement is captioned  
4 Joint Stipulation for Collective Action and Class Action Settlement (hereinafter "Settlement  
5 Agreement"). The Settlement Agreement provides for the payment of compensation to each  
6 Class Member according to a formula which uses each employee's Individual Gross Earnings to  
7 determine what percent of the Total Gross Earnings was earned by each Class Member during  
8 the applicable Earnings Period, pursuant to the Preliminary Approval Order entered on October  
9 27, 2015. The Preliminary Approval Order also approved the proposed forms of notice and  
10 related documents. The court entered the Preliminary Approval Order after review and  
11 consideration of all of the pleadings filed in connection herewith, and the oral presentations  
12 made by counsel at the hearing.

13 In compliance with the Preliminary Approval Order entered October 27, 2015, notice was  
14 sent to the Class Members via first class mail by the court approved claims administrator, Rust  
15 Consulting, Inc., on November 23, 2015.

16 This matter is now before the Court on Plaintiffs' Motions for Final Approval of the  
17 Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement.  
18 The Court has read, heard, and considered all of the pleadings and documents submitted, and the  
19 presentations made in connection with the Motions which came on for hearing on February 8,  
20 2016.

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

1 The hearing was attended by class counsel, Joseph Antonelli Esq. from the Law Office of  
2 Joseph Antonelli. The Defendant was represented by Travis Gemoets of Jeffer Mangels Butler  
3 & Mitchell, LLP.

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

5 1. The Court has jurisdiction over the claims of the Settlement Class Members  
6 asserted in this proceeding and over all parties to the related actions;

7 2. For the reasons set forth in the Preliminary Approval Order of October 27, 2015,  
8 which is adopted and incorporated herein by reference, this Court finds that the applicable  
9 requirements of the California Code of Civil Procedure §382 have been satisfied with respect to  
10 the Settlement Classes and the proposed settlement. The Court hereby makes final its earlier  
11 provisional certification of the Plaintiff Classes, as set forth in the Preliminary Approval Order.  
12 The Court finds the following class has been certified and is subject to the Settlement as "Class  
13 Members":

14 **“Each person employed by GSH in California during the California Class Claims**  
15 **Period who was paid hourly as a non-exempt employee during the Class Claims Period**  
16 **who does not opt out of the class.”**

17 3. The notice given to the Class Members fully and accurately informed the Class  
18 Members of all material elements of the proposed Settlement including the fact that Class  
19 Member shares were based on estimates that may change before the final distribution amount is  
20 paid to the Class Members. The notice accurately informed the Class Members of their  
21 opportunity to object or comment thereon; was the best notice practicable under the  
22 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully  
23 with the laws of the State of California, due process, and other applicable law. The notice fairly  
24 and adequately described the Settlement and provided Class Members adequate instructions and  
25 a variety of means to obtain additional information. A full opportunity has been afforded to the  
26 Class Members to participate in this hearing, and all Class Members and other persons wishing  
27 to be heard have been heard. Accordingly, the Court determines that all Class Members who did

1 not timely and properly execute a Request for Exclusion are bound by this judgment and order.  
2 The Court finds that the Notice period expired on January 7, 2016 and that are no Class Members  
3 who submitted a valid request for exclusion. Accordingly, all Class Members who received  
4 notice and did not exclude themselves are therefore bound by this judgment and order.

5 4. Pursuant to California law and Code of Civil Procedure § 382 et seq., the Court  
6 hereby grants final approval to the Settlement and finds that it is fair, reasonable and adequate,  
7 and in the best interests of the Settlement Class as a whole. The Court approves the maximum  
8 settlement amount of \$6,175,000.00 as fair, reasonable and adequate. The settlement  
9 contemplated the Court's authority to reduce the attorneys' fees requested and Class  
10 Representative enhancements to amounts below the amounts requested by Plaintiffs for those  
11 elements of the settlement. Accordingly, the Court hereby directs that the Settlement be effected  
12 in accordance with the terms of the Joint Stipulation for Collective Action and Class Action  
13 Settlement attached to the Preliminary Approval order, entered on October 27, 2015.

14 5. As of the Effective Date, the Class Members, including Named Plaintiffs, release  
15 GSH, Inc., all of its affiliates, and each of their past or present officers, directors, members,  
16 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors,  
17 consultants, insurers and reinsurers, and its and their respective successors and predecessors in  
18 interest, subsidiaries, affiliates, joint ventures, parents and attorneys and each of their respective  
19 company-sponsored employee benefit plans and all of their respective officers, directors,  
20 employees, administrators, fiduciaries, trustees and agents (the "Released Parties"), from the  
21 "Released Claims." This release is subject to court approval. For purposes of this Agreement,  
22 the "Released Claims" are defined as:

- 23 a) All claims, demands, rights, liabilities, and causes of action of every nature and  
24 description whatsoever, known or unknown, asserted or that were or could have  
25 reasonably been asserted from the allegations in the Action, whether in contract,  
26 or for violation of any state or federal constitution, statute, rule, regulation,  
27 including the California Labor Code, California Wage Orders and the wage and  
28

1 hour laws of any state or district within the United States, including any claims  
2 under the FLSA, whether for economic damages, non-economic damages,  
3 restitution, penalties, liquidated damages, or interest, arising out of, relating to, or  
4 appertaining to the following claims that GSH:

5 (i) did not pay the Class Members all overtime amounts owed  
6 (including weekly overtime, daily overtime, and double time) for work performed  
7 by Class Members for GSH;

8 (ii) did not pay the Class Members for all hours worked due to clock-  
9 rounding or manual clock adjustments;

10 (iii) did not pay the Class Members the applicable state or local  
11 minimum wage for all hours worked;

12 (iv) failed to provide meal periods and rest breaks to the Class  
13 Members;

14 (v) failed to pay or timely pay the Class Members for all hours  
15 worked;

16 (vi) did not properly pay the Class Members for hours worked under  
17 alternative work schedules, missed meal period penalties, and/or missed rest  
18 period penalties at the proper rate of pay or at all;

19 (vii) did not provide legally compliant accurate itemized wage  
20 statements;

21 (viii) did not properly pay all wages to the Class Members upon the  
22 Class Members' separation from employment;

23 (ix) owes or owes wages, penalties, interest, attorneys' fees or other  
24 damages arising pursuant to the California Private Attorneys General Act, Cal.  
25 Lab. Code Section 2698 et seq.; and

26 (b) All causes of action asserted in the Second Amended Complaint ("SAC"),  
27 including any and all claims for alleged failure to pay wages or overtime to the Class Members



1 while employed by GSH, for alleged failure to provide unpaid meal periods and paid rest breaks  
2 to the Class Members, for alleged failure to provide itemized wage statements to the Class  
3 Members while employed by GSH, for waiting time penalties, for alleged PAGA penalties and,  
4 as related to the foregoing, for alleged unlawful, unfair and/or fraudulent business practices  
5 under California and Business and Professions Code sections 17200, et seq. for alleged wage and  
6 hour violations while employed by GSH.

7 Released Claims Extends to All Known and Unknown Claims. Released Claims include  
8 any unknown claims *but only to the extent that they relate to the subject matter of the Released*  
9 *Claims* that the Class Members do not know or suspect to exist in their favor at the time of the  
10 release, which, if known by them, might have affected their settlement with, and release of, the  
11 Released Parties or might have affected their decision to object to this Settlement. With respect  
12 to the Released Claims, upon the Effective Date, the Class Members shall be deemed to have,  
13 and by operation of the Final Judgment shall have, with respect to the Released Claims only,  
14 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights  
15 and benefits of Section 1542 of the California Civil Code, or any other similar provision under  
16 federal or state law, which provides:

17 **A general release does not extend to claims which the creditor does not know**  
18 **or suspect to exist in his or her favor at the time of executing the release,**  
19 **which if known by him or her must have materially affected his or her**  
20 **settlement with the debtor.**

21 The Class Members may hereafter discover facts in addition to or different from those  
22 they now know or believe to be true with respect to the subject matter of the Released Claims,  
23 but upon the Effective Date shall be deemed to have, and by operation of the Final Judgment  
24 shall have, fully, finally, and forever settled and released any and all of the Released Claims,  
25 whether known or unknown, suspected or unsuspected, contingent or not contingent, which now  
26 exist, or heretofore have existed, upon any theory of law or equity now existing, including, but  
27 not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any

1 duty, law or rule, without regard to the subsequent discovery or existence of such different or  
2 additional facts.

3 6. There were no valid and timely objections made to the settlement, including the  
4 Class Representative enhancements. It is hereby ordered that Class Representative  
5 Enhancements of \$25,000.00 each for Plaintiffs, Jessica Hoffman and Luis Bru, husband and  
6 wife, is a fair and reasonable amount. This finding is made after reading all papers including the  
7 declarations and supplemental declarations. Both Plaintiffs are long time current employees of  
8 Defendant.

9 7. The Court approves attorneys' fees of ~~\$1,852,500~~ <sup>\$1,500,000</sup>. Therefore, of the total  
10 \$6,175,000.00 settlement, the fee of ~~\$1,852,500~~ <sup>\$1,500,000</sup>, or 30% of the total settlement, is approved as  
11 fees. The amount of fees is hereby granted pursuant to California law, inter alia, because it falls  
12 within the range of reasonableness and the result achieved justifies the award. As to attorneys'  
13 and Administration costs, the Court approves the payment of attorneys' costs up to the amount of  
14 \$25,000.00) and Rust Consulting, Inc.'s administration costs of \$30,000.00 in administration  
15 costs. Any amounts not claimed as allocated costs shall be distributed to the class on a pro rata  
16 basis. Said costs amounts shall be paid out of the total settlement amount as set forth in the  
17 settlement agreements and is hereby granted pursuant to California law. Pursuant to the  
18 Settlement Agreement, the settlement administrator is to be paid from the settlement funds.

19 The Court approves that \$10,000.00 of the gross settlement amount be allocated to  
20 resolve PAGA claims, and that under California Labor Code § 2699(i) \$7,500.00 (75%) will be  
21 paid to the California Labor and Welfare Development Agency.

22 8. The Court approves the attorneys' fees request. The Court finds the hourly rates  
23 sought by the attorneys are reasonable and fair. ~~Furthermore, the Court finds the percentage of~~  
24 ~~the fund recovery in the amount of 30% is appropriate. As a cross check~~ the lodestar method, a  
25 <sup>3.0</sup> ~~3.7~~ multiplier is reasonable and appropriate in this matter. The total fees on a lodestar basis is  
26 not less than \$496,500 and results in a blended hourly rate of \$711.87, which is fair and  
27 reasonable.

1 The fees and costs awarded in this Final Order are for (a) all work performed and costs  
2 incurred related to the Actions, including, but not limited to, Plaintiffs' share of the mediator's  
3 fees incurred in connection with the negotiation of the Settlement Agreements; (b) all work  
4 performed and costs incurred in connection with approval by the Court of the Class Settlement;  
5 and (c) all work and costs incurred in connection with administering the Class Settlement  
6 through final distribution of the settlement funds and Judgment.

7 There were no objections filed to any term of the settlement.

8 9. It is hereby ordered that a Judgment be entered which will bar any future actions  
9 by Class Members against the Released Parties (as defined in the Settlement Agreement) for any  
10 Released Claims (as defined in the Settlement Agreement) from the period of November 21,  
11 2010 to October 27, 2015.

12 10. Without affecting the finality of this matter, this Court shall retain exclusive and  
13 continuing jurisdiction over this action and the parties, including all Settlement Class Members,  
14 for purposes of supervising, administering, implementing, enforcing, and interpreting the  
15 Settlement, and the distribution process thereunder.

16 11. Pursuant to CRC 3.771(b), Plaintiffs' counsel is ordered to post this judgment on  
17 counsel's web page for a period of sixty (60) days.

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

20 *13. The additional \$352,500.00 deducted from the attorney*  
21 *fee request shall be paid to*  
22 *the class & allocated to*  
23 *penalties &*  
24 *interest-*  
25 APPROVED AS TO FORM AND CONTENT:

26 Dated: January 11, 2016

LAW OFFICE OF JOSEPH ANTONELLI

27 By:

  
28 Joseph Antonelli,  
Attorney for Plaintiff and the Class

**[PROPOSED] ORDER AND JUDGMENT RE: PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE ENHANCEMENT  
AND MOTION FOR CONDITIONAL CERTIFICATION AND FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

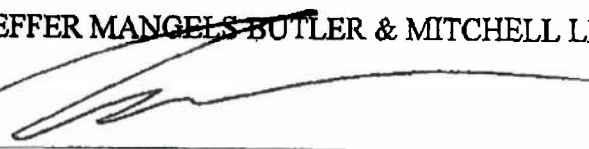


Dated: January 11, 2016

~~JEFFER MANGELS BUTLER & MITCHELL LLP~~

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By:

  
Travis Gemoets,  
Attorney for Defendant Good Samaritan Hospital

IT IS SO ORDERED.

Dated: 2/8/16

WILLIAM F. HIGHBERGER

Hon. William F. Highberger,  
Judge of the Superior Court