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**FILED**  
Clerk of the Superior Court

SEP 07 2018

By: B. DELGADO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

Coordination Proceeding  
Special Title (Rule 3.550)  
VIBRA HEALTHCARE WAGE AND HOUR  
CASES

Judicial Council Coordination Proceeding  
No. 4874  
[Assigned for coordination purposes to the  
Honorable Richard E.L. Strauss, Dept. C-75]

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF SETTLEMENT**

**E-FILE**

Date: September 7, 2018  
Time: 9:00 a.m.  
Dept.: C-75

Sarabia Action Filed: September 16, 2013  
Cebrian Action Filed: October 8, 2013  
Sandoval Action Filed: November 30, 2015  
Llanos Action Filed: October 5, 2015

1 This matter came on for hearing upon Plaintiffs Jose Sarabia, Ludmila Jaaniste (collectively,  
2 “*Sarabia* Plaintiffs”), and Plaintiffs Gertrude Cebrian, Ramoncito Llanos and Raymond Sandoval’s  
3 (collectively, “*Cebrian* Plaintiffs”) consolidated unopposed applications for approval of the  
4 settlements set forth in the Joint Stipulations of Class Action Settlement and Release of Vibra  
5 Healthcare Wage and Hour Cases (the “Stipulations”) filed on April 26, 2018. Due and adequate  
6 notice having been given to the Class, and the Court having considered the Stipulations, all papers  
7 filed and proceedings had herein and all oral and written comments received regarding the proposed  
8 settlement, and having reviewed the record in this Litigation, and good cause appearing.

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

10 *Cebrian, Llanos and Raymond Actions*

11 1. The Court, for purposes of this Order, refers to all defined terms as set forth in the  
12 Stipulation filed on April 26, 2018 and Preliminary Approval of Class Action Settlement, granted  
13 on May 18, 2018.

14 2. The Court has jurisdiction over the subject matter of the Litigation, the Class  
15 Representatives Gertrude Cebrian, Ramoncito Llanos and Raymond Sandoval, the other Members  
16 of the Settlement Class and Defendants, Vibra Hospital of San Bernardino, LLC dba Robert H.  
17 Ballard Rehabilitation Hospital; Vibra Healthcare, LLC; Vibra Holdings One, LLC; Vibra  
18 Management, LLC; San Joaquin Valley Rehabilitation Hospital Pharmacy Limited Partnership;  
19 7173 North Sharon Avenue Operating Company, LLC dba San Joaquin Valley Rehabilitation  
20 Hospital *formerly known as* 7173 North Sharon Avenue, LLC; Kentfield Rehabilitation Hospital  
21 Foundation; and 1125 Sir Francis Drake Boulevard Operating Company, LLC dba Kentfield  
22 Rehabilitation and Specialty Hospital, Northern California Rehabilitation Hospital, LLC dba Vibra  
23 Hospital of Northern California; Vibra Healthcare II, LLC; and Vibra Hospital of Sacramento, LLC  
24 dba Vibra Hospital of Sacramento; Vibra IRFCO Holdings, LP; Vibra IRFCO Holdings GP, LLC;  
25 and Vibra Rehabilitation Hospital of Rancho, LLC dba Vibra Rehabilitation Hospital of Rancho  
26 Mirage (collectively, “Defendants” or “Vibra”).

27 3. The Court finds that the dissemination of the Notice of Class Action Settlement as  
28 provided for in the Order Granting Preliminary Approval for the Settlement and Setting a Settlement

1 Fairness Hearing, constituted the best notice practicable under the circumstances to all Persons  
2 within the definition of the Class, and fully met the requirements of California law and due process  
3 under the United States Constitution. Based on evidence and other material submitted in  
4 conjunction with the Settlement Hearing, the actual notice to the class was adequate.

5 4. The Court approves the settlement of the above-captioned action, as set forth in the  
6 Stipulation, each of the releases and other terms, as fair, just, reasonable and adequate as to the  
7 Settling Parties. The Settling Parties are directed to perform in accordance with the terms set forth  
8 in the Stipulation.

9 5. Except as to any individual claim of those Class Members who have validly and  
10 timely requested exclusion from settlement, all of the Released Claims are hereby released upon the  
11 Effective Date. Attached hereto as **Exhibit 1** are the list of individuals who have excluded  
12 themselves from the *Cebrian* consolidated action settlement.

13 6. Solely for purposes of effectuating this settlement, this Court has certified a class of  
14 all Members of the Settlement Class, as those terms are defined in and by the terms of the  
15 Stipulation, and the Court deems this definition sufficient for purposes of California Rules of Court  
16 3.765(a) and 3.771.

17 7. With respect to the Settlement Class and for purposes of approving the settlement  
18 only and for no other purpose, this Court finds and concludes that: (a) the Members of the  
19 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b)  
20 there are questions of law or fact common to the Settlement Class, and there is a well-defined  
21 community of interest among Members of the Settlement Class with respect to the subject matter of  
22 the non-exempt claims in the Litigation; (c) the claims of the Class Representatives are typical of  
23 the claims of the Members of the Settlement Class; (d) the Class Representatives have fairly and  
24 adequately protected the interests of the Members of the Settlement Class; (e) a class action is  
25 superior to other available methods for an efficient adjudication of this controversy; and (f) the  
26 counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel  
27 for the Plaintiff in his individual and representative capacity and for the Settlement Class.

28

1           8.       The Court approves the Individual Settlement amounts, which shall be distributed in  
2 pro rata shares pursuant to the Installment Plan in the Stipulation to Participating Claimants with  
3 each of Vibra's payments, beginning not later than thirty (30) calendar days after the Effective Date  
4 in accordance with the formula set forth in the Stipulation.

5           9.       Vibra shall pay \$5,500,000.00 pursuant to the Installment Plan in the *Cebrian*  
6 consolidated action Stipulation as follows:

7           (a) Class Counsel attorney's fees in the amount of \$1,833,150.00, or 33.33% of the  
8 Maximum Settlement Sum, and costs in the amount of ~~\$105,000~~ 52,500.00 *ok*

9           (b) service awards to the Class Representatives Gertrude Cebrian in the amount of  
10 \$25,000.00; Ramoncito Llanos in the amount of \$5,000 and Raymond Sandoval in the  
11 amount of \$5,000

12           (c) \$63,000.00 to the Settlement Administrator, CPT Group, Inc. for its fees and costs  
13 relating to the claims administration process;

14           (d) \$37,500.00 to the LWDA for its portion of PAGA penalties, allocated for such penalties;  
15 and

16           (e) all settlement class members individual settlement payments.

17       The Court finds that these amounts are fair and reasonable.

18 **Sarabia Action**

19           10.       The Court, for purposes of this Order, refers to all defined terms as set forth in the  
20 Stipulation filed on April 27, 2018 and Preliminary Approval of Class Action Settlement, granted  
21 on May 18, 2018.

22           11.       The Court has jurisdiction over the subject matter of the Litigation, the Class  
23 Representatives Jose Sarabia and Ludmila Jaaniste, the other Members of the Settlement Class and  
24 Defendant Vibra Hospital of San Diego, LLC ("Defendant" or "Vibra").

25           12.       The Court finds that the dissemination of the Notice of Class Action Settlement as  
26 provided for in the Order Granting Preliminary Approval for the Settlement and Setting a Settlement  
27 Fairness Hearing, constituted the best notice practicable under the circumstances to all Persons  
28 within the definition of the Class, and fully met the requirements of California law and due process

1 under the United States Constitution. Based on evidence and other material submitted in  
2 conjunction with the Settlement Hearing, the actual notice to the class was adequate.

3 13. The Court approves the settlement of the above-captioned action, as set forth in the  
4 Stipulation, each of the releases and other terms, as fair, just, reasonable and adequate as to the  
5 Settling Parties. The Settling Parties are directed to perform in accordance with the terms set forth  
6 in the Stipulation.

7 14. Except as to any individual claim of those Class Members who have validly and  
8 timely requested exclusion from settlement, all of the Released Claims are hereby released upon the  
9 Effective Date. Attached hereto as **Exhibit 2** are the list of individuals who have excluded  
10 themselves from the *Sarabia* consolidated action settlement.

11 15. Solely for purposes of effectuating this settlement, this Court has certified a class of  
12 all Members of the Settlement Class, as those terms are defined in and by the terms of the  
13 Stipulation, and the Court deems this definition sufficient for purposes of California Rules of Court  
14 3.765(a) and 3.771.

15 16. With respect to the Settlement Class and for purposes of approving the settlement  
16 only and for no other purpose, this Court finds and concludes that: (a) the Members of the  
17 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b)  
18 there are questions of law or fact common to the Settlement Class, and there is a well-defined  
19 community of interest among Members of the Settlement Class with respect to the subject matter of  
20 the non-exempt claims in the Litigation; (c) the claims of the Class Representatives are typical of  
21 the claims of the Members of the Settlement Class; (d) the Class Representatives have fairly and  
22 adequately protected the interests of the Members of the Settlement Class; (e) a class action is  
23 superior to other available methods for an efficient adjudication of this controversy; and (f) the  
24 counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel  
25 for the Plaintiff in his individual and representative capacity and for the Settlement Class.

26 17. The Court approves the Individual Settlement amounts, which shall be distributed  
27 pursuant to the terms in the Stipulation (see *Sarabia* Notice of Motion for Final Approval,  
28 Memorandum of Points and Authorities ¶¶ D pg.6-7)

1 18. Vibra shall pay \$1,550,000.00 pursuant to terms in the *Sarabia* Stipulation as  
2 follows:

- 3 (a) Class Counsel attorney's fees in the amount of \$516,666.66, or 33.33% of the Maximum  
4 Settlement Sum, and costs in the amount of \$38,667.87;
- 5 (b) service awards to the Class Representatives Jose Sarabia in the amount of \$15,000.00;  
6 and Ludmila Jaaniste in the amount of \$10,000
- 7 (c) \$17,000.00 to the Settlement Administrator, CPT Group, Inc. for its fees and costs relating  
8 to the claims administration process;
- 9 (d) \$75,000.00 to the LWDA for the portion of PAGA penalties, allocated for such penalties;  
10 and
- 11 (e) all settlement class members' individual settlement payments.

12 The Court finds that these amounts are fair and reasonable.

13 19. The Court reserves exclusive and continuing jurisdiction over the litigation, the Class  
14 Representatives, the Settlement Classes, and Defendants for the purposes of supervising the  
15 implementation, enforcement, construction, administration and interpretation of the *Cebrian* and  
16 *Sarabia* Stipulations and the concurrently entered Judgment.

17 IT IS SO ORDERED.



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19  
20 Dated: SEP 07 2018

**RICHARD E.L. STRAUSS**  
Honorable Richard E.L. Strauss *R.D.*  
Judge of the Superior Court

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# **EXHIBIT 1**

Vibra Healthcare Wage and Hour Cases-JCCP 4874  
San Diego Superior Court  
List of Individuals who opted out of the Cebrian Settlement

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1. Terri Arnold
2. Elizabeth Gledhill
3. Heather Bacon-Putirka
4. Michael Reith
5. Claudia Salcedo



## **EXHIBIT 2**

Vibrant Healthcare Wage and Hour Cases-JCCP 4874  
San Diego Superior Court  
List of Individuals who opted out of the Sarabia Settlement

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1. Felicitas Caladiao
2. David Mitchell
3. Jung Yeon Kim

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, 2<sup>nd</sup> Floor, Chino Hills, CA 91709.

On September 5, 2018, I served the foregoing document described as:

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT**

on INTERESTED PARTIES in this action as stated below:

Chad D. Bernard, Esq.  
[BernardC@jacksonlewis.com](mailto:BernardC@jacksonlewis.com)  
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Tarzana, CA 91356

**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.

**XX BY E-MAIL:** I electronically served the above-mentioned documents to each of the recipients at their respective e-mail addresses.

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

Executed on September 5, 2018, at Chino Hills, California.

  
\_\_\_\_\_  
Lisa Kirschner