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16 on behalf of themselves and all others similarly situated and the general public

17 *(additional counsel listed on the continued caption)*

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN BERNARDINO**

20 RIA TILTON and TAYFUR INGALLS, on
21 behalf of themselves and all others similarly
22 situated,

23 Plaintiffs,

24 v.

25 KAISER FOUNDATION HOSPITALS, a
26 California corporation; and DOES 1 to 100,
27 inclusive,

28 Defendants.

) Case No.: CIVDS1517937
) Honorable David S. Cohn
) Department S26

CLASS ACTION

~~[PROPOSED]~~ ^{REVISED} AMENDED FINAL
ORDER AND JUDGEMENT
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

) **Date:** October 17, 2019

) **Time:** 8:30 a.m.

) **Dept:** S26

) Action filed: December 16, 2015

) Trial Date: None Set

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31 ///

SCANNED

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 21 2019

BY 
RAFAEL HERNANDEZ, DEPUTY

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Attorneys for Plaintiffs RIA TILTON and TAYFUR INGALLS,
on behalf of themselves and all others similarly situated and the general public

1 was the best notice practicable under the circumstances; was valid, due, and sufficient notice to
2 all Class Members; and complied fully with the laws of the State of California, the United States
3 Constitution, due process, and other applicable law. The Class Notice fairly and adequately
4 described the Settlement and provided Class Members adequate instructions and a variety of
5 means to obtain additional information; provided Class Members with a full opportunity and the
6 means to seek exclusion; and described to Class Members the consequences of remaining in the
7 action as opposed to seeking exclusion. A full opportunity has been afforded to the Class
8 Members to participate in the Final Approval hearing, and all Class Members and other persons
9 wishing to be heard have been heard. Accordingly, the Court determines that all Class Members
10 are bound by this Order and Judgment except the 385 individuals who opted out of this
11 settlement.
12

13 5. The Court has considered all relevant factors for determining the fairness of the
14 settlement and has concluded that all such factors weigh in favor of granting final approval. In
15 particular, the Court finds that the Settlement was reached following meaningful discovery and
16 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
17 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
18 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
19 considered all evidence presented, including evidence regarding the strength of the Plaintiffs'
20 case; the risk, expense, and complexity of the claims presented; the likely duration of further
21 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
22 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
23 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
24 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire
25 Settlement Class and hereby directs implementation of all remaining terms, conditions, and
26 provisions of the Settlement Agreement.
27

28 6. The Court hereby approves attorneys' fees to Class Counsel in the amount of
\$6,666,666 and reimbursement of costs of \$38,284.04, as compensation for all attorney time

1 spent on this matter from inception through and including the final Settlement Fairness Hearing
2 and all other work related to this case and all costs, as these requests are fair and reasonable.

3 Payment of costs to the Settlement Administrator in the amount of \$75,000 is hereby approved as
4 fair and reasonable. No other costs or fees relief shall be awarded, either against Defendant or
5 any other of the Released Parties, as defined in the Settlement Agreement.

6 7. The Court hereby approves Incentive Payment to the Class Representatives in the
7 amounts of \$30,000 to Plaintiff Tayfur Ingalls and \$20,000 for Plaintiff Ria Tilton ("Plaintiffs").
8 Plaintiffs' Incentive Payments are approved in consideration and exchange for their contributions
9 to the class, risks incurred, stigma, execution of a general release, benefit to the class and all
10 other factors presented to the Court. The Court finds this request fair and reasonable.

11 8. The Court hereby approves a PAGA penalty of \$250,000 with \$187,500 payable
12 to the Labor Workforce Development Agency (LWDA), as this request is fair and reasonable.

13 9. Upon entry of Judgment by the Court in accordance with the Settlement
14 Agreement, Plaintiffs and the Class Members, (hereinafter collectively referred to as
15 "Plaintiffs"), shall fully and finally release and discharge the Releasees from the claims released
16 in the Settlement, except for the three hundred eighty-five (385) individuals who opted out of
17 this Settlement. The Court has Ordered that the time period for opt-outs has closed.

18 10. The Court further confirms and finds that nothing contained in the Settlement
19 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
20 other Order entered in this action shall in any way or manner constitute an admission or
21 determination of liability by or against Defendant, or any other Released Parties with respect to
22 any of the claims and causes of action asserted by the Settlement Class or any member thereof,
23 and shall not be offered in evidence in any action or proceeding against Defendant, or any other
24 Released Parties in any court, administrative agency, or other tribunal for any purpose
25 whatsoever, other than to the extent necessary to enforce the provisions of the Settlement
26 Agreement or this Order. This paragraph shall not, however, diminish or otherwise affect the
27 obligation, responsibilities, or duties of Defendant under the Settlement Agreement and this Final
28

1 Order and Judgment.

2 11. By operation of the entry of this Order and Judgment, as of the Effective Date, the
3 Defendant and Plaintiffs are ordered to perform their respective duties and obligations under the
4 Stipulation.

5 12. If the Settlement does not become final and effective in accord with the terms of
6 the Settlement Agreement, then this Final Order and Judgment shall be rendered null and void
7 and shall be vacated and, in such event, all orders entered, including but not limited to all
8 releases delivered in connection herewith, shall be null and void.

9 **JUDGMENT**

10 In accordance with, and for the reasons stated in, the Final Approval Order, judgment
11 shall hereby be entered whereby Plaintiffs shall take nothing from Defendant, except as
12 expressly set forth in the Settlement Agreement, which was previously filed, as part of Plaintiffs'
13 Motion for Preliminary Approval of the Class Action Settlement.


14 This document shall constitute a Judgment for purposes of California Rule of Court
15 3.769(h). Pursuant to Code of Civil Procedure § 664.6 and Rule 3.769(h) of the Rules of Court,
16 this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, and
17 Defendant, for the purposes of:

- 18
- 19 (a) supervising the implementation, enforcement, construction, and interpretation of
 - 20 the Settlement Agreement, the Preliminary Approval Order, the plan of allocation,
 - 21 the Final Approval Order, and the Judgment; and
 - 22 (b) supervising distribution of amounts paid under this Settlement.

23 **IT IS SO ORDERED.**

24
25 Dated: _____

10/21/19

26 
HONORABLE DAVID CONN
27 Judge of the Superior Court
28

**AMENDED FINAL ORDER AND JUDGEMENT GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**