

1 Joseph Antonelli, Esq. (Bar No. 137039)  
2 Janelle Carney, Esq. (Bar No. 201570)  
3 **LAW OFFICE OF JOSEPH ANTONELLI**  
4 14758 Pipeline Ave., Suite E, 2nd Floor  
5 Chino Hills, CA 91709-6025  
6 Tel.: (909) 393-0223 / Fax: (909) 393-0471

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

SEP 19 2017

L. Hall



5 Sahag Majarian II, Esq. (SBN 146621)  
6 **LAW OFFICES OF SAHAG MAJARIAN II**  
7 18250 Ventura Blvd.  
8 Tarzana, CA 91356  
9 Tel. (818) 609-0807/ Fax: (818) 609-0892

10 Attorney for Plaintiff, Sheila DeJoya as an individual and on behalf  
11 of all employees similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF RIVERSIDE**

14 SHEILA DEJOYA, as an individual and on  
15 behalf of all employees similarly situated,  
16  
17 Plaintiff,

18 vs.

19 UHS OF DELAWARE, INC., a Delaware  
20 Corporation; and DOES 1 to 100, inclusive,  
21  
22 Defendant

) Case No.: RIC1514602  
) Assigned to Honorable Sharon J. Waters  
) Department 10  
)  
) CLASS ACTION  
)  
) ~~PROPOSED~~ ORDER AND JUDGMENT  
) RE: PLAINTIFF'S MOTION FOR  
) ATTORNEYS' FEES AND COSTS AND  
) CLASS REPRESENTATIVE  
) ENHANCEMENT, AND MOTION FOR  
) FINAL APPROVAL OF CLASS ACTION  
) SETTLEMENT

) Date: August 30, 2017  
) Time: 8:30 a.m.  
) Dept.: 10

) Complaint filed: December 11, 2015  
)  
)  
)

23  
24  
25  
26  
27  
28  
**[PROPOSED] ORDER AND JUDGMENT RE: PLAINTIFF'S MOTION FOR  
ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE  
ENHANCEMENT, AND MOTION FOR FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**

SEP 20 2017  
10:51

1 The Plaintiff, the Plaintiff Class (as defined below), and the settling Defendant, UHS of  
2 Delaware, Inc. (hereinafter referred to as "Defendant" or "UHS") (altogether, "the Parties")  
3 entered into an agreement to settle the above-captioned action as a "Class Action," subject to the  
4 Court's approval. The Parties' agreement is titled "Terms of Settlement for Resolution of Action  
5 Filed as Class Action, and Commensurate Request for Court Approval" (hereinafter "Original  
6 Settlement Agreement, dated April 3, 2017"), as modified by the parties' "Terms of Settlement  
7 for Resolution of Action Filed as Class Action, and Commensurate Request for Court Approval"  
8 ("Revised Settlement Agreement, dated May 17, 2017"), (the Original Settlement Agreement  
9 and Revised Settlement Agreement are collectively referred to as the Parties' "Settlement  
10 Agreement"). The Settlement Agreement provides for the payment of compensation to each  
11 Class Member according to a formula which uses each employee's Individual Gross Earnings to  
12 determine what percent of the Total Gross W2 Earnings was earned by each Class Member  
13 during the applicable Class Period, pursuant to the Revised Preliminary Approval Order entered  
14 on June 6, 2017. The Revised Preliminary Approval Order also approved the proposed forms of  
15 notice and related documents, including the objection and request for exclusion forms. The  
16 Court entered the Revised Preliminary Approval Order after review and consideration of all of  
17 the pleadings filed in connection herewith, and the oral presentations made by counsel at the  
18 hearings.

19 In compliance with the Revised Preliminary Approval Order entered June 6, 2017, notice  
20 was sent to the Class Members via first class mail by the court approved claims administrator,  
21 ILYM Group, Inc., on July 3, 2017.

22 This matter is now before the Court on Plaintiff's Motions for Final Approval of the  
23 Class Action Settlement and Plaintiff's Motion for Attorneys' Fees and Costs, and Class  
24 Representative Enhancement. The Court has read, heard, and considered all of the pleadings and  
25 documents submitted, and the presentations made in connection with the Motions which came on  
26 for hearing on August 30, 2017.

27 This Court finds that the proposed Settlement Agreement is the product of serious,  
28 informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant

1 preferential treatment to any individual(s). The Court finds that the Settlement Agreement was  
2 entered into in good faith pursuant to California Code of Civil Procedure §877.6, fulfills the  
3 requirements of California Rules of Court (“CRC”), rule 3.769, and does not have any residuals  
4 that require allocations under California Code of Civil Procedure §384. The Court further finds  
5 that the settlement is fair, reasonable and adequate and that Plaintiff, Sheila Dejoya, has satisfied  
6 the standards for final approval of a class action settlement under California law.

7 The hearing was attended by Class Counsel, Janelle Carney, Esq. from the Law Office of  
8 Joseph Antonelli. The Defendant was represented by Khatereh Sage Fahimi, Esq. of Littler  
9 Mendelson, P.C.

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

11 1. The Court has jurisdiction over the claims of the Settlement Class Members  
12 asserted in this proceeding, and over all parties;

13 2. For the reasons set forth in the Revised Preliminary Approval Order of June 6,  
14 2017, which is adopted and incorporated herein by reference, for purposes of the Settlement  
15 Agreement only this Court finds that the applicable requirements of the California Code of Civil  
16 Procedure §382 have been satisfied with respect to the Settlement Classes and the proposed  
17 settlement. The Court hereby makes final its earlier provisional certification of the Plaintiff  
18 Classes for purposes of settlement only, as set forth in the Revised Preliminary Approval Order.  
19 The Court finds the following class has been certified for settlement purposes, and is subject to  
20 the Settlement as including “Class Members” as defined in the Original Settlement Agreement,  
21 at p. 3, ¶B.2., as follows: “**Each individual who worked for Defendant during the Class**  
22 **Period who falls within the definitions of the classes and sub-classes in Plaintiff’s First**  
23 **Amended Complaint.**” Specifically, a Settlement Class defined as “All current and former  
24 California hourly employees of Defendant who worked at the Pacific Region Central Business  
25 Office from December 11, 2011 to April 30, 2017, and who was not subject to Defendant’s ARC  
26 program.”

27 /// /// ///

28 /// /// ///

1           3.       The notice given to the Class Members fully and accurately informed the Class  
2 Members of all material elements of the proposed settlement, including the fact that Class  
3 Member shares were based on estimates that may change before the final distribution amount is  
4 paid to the Class Members. The notice accurately informed the Class Members of their  
5 opportunity to object or comment thereon; was the best notice practicable under the  
6 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully  
7 with the laws of the State of California, due process, and other applicable laws. The notice fairly  
8 and adequately described the Settlement Agreement and provided Class Members adequate  
9 instructions and a variety of means to obtain additional information. A full opportunity has been  
10 afforded to the Class Members to participate in this hearing, and all Class Members and other  
11 persons wishing to be heard have been heard. Accordingly, the Court determines that all Class  
12 Members who did not timely and properly execute and return a Request for Exclusion are bound  
13 by this judgment and order. The Court finds that the Notice period stated in the Revised  
14 Preliminary Approval Order entered June 6, 2017, expired on August 17, 2017 and that only two  
15 (2) Class Members submitted a timely and valid Request for Exclusion which complied with the  
16 Court's Revised Preliminary Approval Order entered June 6, 2017.<sup>1</sup> Attached hereto as **Exhibit**  
17 **1** is a list containing the names of the two (2) persons who submitted a timely and valid Request  
18 for Exclusion. Accordingly, all other Class Members are therefore bound by this judgment and  
19 order.

20           4.       Pursuant to California law and Code of Civil Procedure § 382 et seq., and CRC  
21 Rule 3.769, the Court hereby grants final approval of the settlement and finds that it is fair,  
22 reasonable and adequate, and in the best interests of the Settlement Class as a whole. The Court  
23 approves the maximum settlement amount of \$140,000.00 as fair, reasonable and adequate. The  
24 settlement contemplated the Court's authority to reduce the attorneys' fees requested and Class  
25 Representative enhancement to an amount below the amount requested by Plaintiff for those  
26 elements of the settlement. Accordingly, the Court hereby directs that the settlement be effected

27  
28 <sup>1</sup> As this order is submitted prior to the August 17, 2017 deadline, parties will submit an amended order updating this information if necessary.

1 in accordance with the terms of the Settlement Agreement attached to the Revised Order  
2 Granting Plaintiff's Motion for Conditional Certification and Preliminary Approval of Class  
3 Action Settlement, entered on June 6, 2017.

4 5. Paragraph E2, as modified in the Revised Settlement Agreement dated May 17,  
5 2017, states:

6 Upon the effective date of the Settlement Agreement , as provided in  
7 Paragraph F.2., below, in and for the valuable consideration as provided in this  
8 Settlement Agreement, and based on the foregoing, all Settlement Class members  
9 – except those who exclude themselves– agree for themselves, and their spouses,  
10 heirs, beneficiaries, devisees, legatees, executors, administrators, trustees,  
11 conservators, guardians, personal representatives, successors-in-interest,  
12 principals, agents, representatives, employees, attorneys, successors and assigns,  
13 and other persons or entities acting on their behalf, that they forever discharge,  
14 waive, and release Defendant, its owners, directors, officers, managing agents and  
15 employees, as set forth in Paragraph E.1 (a-g) above. Nothing in this Settlement  
16 Agreement shall affect any unemployment insurance or workers' compensation  
17 insurance claims, or other claims or rights of any Settlement Class member not  
18 arising from the Class Claims in the operative Complaint within the Class Period.  
19 It is understood and agreed between the Parties that the above waiver and release  
20 of claims is a material term of, and inducement for Defendant to enter into this  
21 Agreement.

22 8. There were no valid and timely objections made to the settlement, including the  
23 Class Representative enhancement.<sup>2</sup> It is hereby ordered that Class Representative  
24 Enhancement of \$5,000.00 for Plaintiff, Sheila Dejoya, is a fair and reasonable amount. This  
25 finding is made after reading all papers including the declarations and supplemental declarations.  
26

27  
28 <sup>2</sup> As this order is submitted prior to the August 17, 2017 deadline to object, parties will submit an  
amended order updating this information if necessary.

1           9.       The Court approves Plaintiff's attorneys' fees of \$35,000.00. Therefore, of the  
2 total \$140,000.00 settlement, the fee of \$35,000.00 (25% of \$140,000.00), is approved as fees.  
3 The amount of fees is hereby granted pursuant to California law, *inter alia*, because it falls  
4 within the range of reasonableness and the result achieved justifies the award. In approving  
5 Plaintiff's attorneys' fees request, the Court finds the hourly rates sought by the attorneys are  
6 reasonable and fair. Furthermore, the Court finds the percentage of the fund recovery in the  
7 amount of 25% is appropriate. As a cross-check using the lodestar method results in a negative  
8 multiplier request of .266. As such, Plaintiff's lodestar is reasonable and appropriate in this  
9 matter.

10           10.       As to attorneys' and Administration costs, the Court approves the payment of  
11 attorneys' costs up to the amount of \$20,000.00, and ILYM Group, Inc.'s administration costs of  
12 \$6,847.00 in administration costs. Any amounts not claimed as allocated costs shall be  
13 distributed to the class on a *pro rata* basis. Said costs amounts shall be paid out of the total  
14 settlement amount as set forth in the Settlement Agreement, and is hereby granted pursuant to  
15 California law. Pursuant to the Settlement Agreement, the settlement administrator is to be paid  
16 from the settlement funds.

17           11.       The fees and costs awarded in this Final Order are for (a) all work performed and  
18 costs incurred related to the Actions, including, but not limited to, Plaintiff's share of the  
19 mediator's fees incurred in connection with the negotiation of the Settlement Agreements; (b) all  
20 work performed and costs incurred in connection with approval by the Court of the Class  
21 Settlement; and (c) all work and costs incurred in connection with administering the Class  
22 Settlement through final distribution of the settlement funds and Judgment.

23           12.       It is hereby ordered that a Judgment be entered which will bar any future actions  
24 by Class Members against the Released Parties (as defined in the Settlement Agreement) for any  
25 Released Claims (as defined in the Settlement Agreement) from the period of December 11,  
26 2011 and April 30, 2017, except only as to those Class Members whose Requests for Exclusion  
27 were timely and valid as identified on **Exhibit 1** hereto.

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

5           14.     Pursuant to CRC 3.771(b) and the terms of the Settlement Agreement  
6 preliminarily approved on June 6, 2017, Plaintiff's counsel is ordered to post this judgment on  
7 counsel's web page for a period of thirty (30) days.

8           15.     The Plaintiff will file a report concerning the amount of money distributed  
9 pursuant to California Code Civ. Proc., § 384(b), no later than March 9, 2018. The court hereby  
10 sets a Final Distribution hearing for March 14, 2018 at 8:30 a.m., this will be a Non-Appearance  
11 so long as the Report filed on March 9, 2018 satisfies the Court.

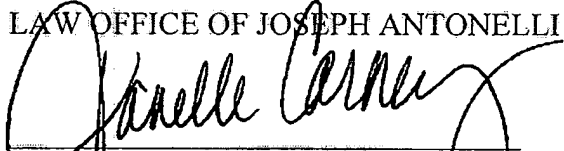
12           16.     There being no just reason to delay, the Clerk is directed to enter this Final  
13 Judgment forthwith.

14 APPROVED AS TO FORM AND CONTENT:

15 Dated: August 8, 2017

LAW OFFICE OF JOSEPH ANTONELLI


16  
17 By:

  
\_\_\_\_\_  
Janelle Carney,  
Attorney for Plaintiff and the Plaintiff Class

18  
19  
20 Dated: August 8, 2017

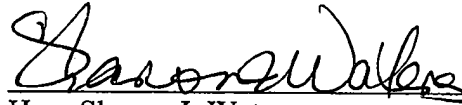
LITTLER MENDELSON, P.C.

21  
22 By:

  
\_\_\_\_\_  
Stacey E. James,  
Christina H. Hayes,  
Khatereh Sage Fahimi,  
Attorneys for Defendant

1 IT IS SO ORDERED.  
2  
3  
4

5 Dated: Sept 14, 2017  
6



Hon. Sharon J. Waters,  
Judge of the Superior Court  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



# **EXHIBIT 1**

**LIST OF VALID REQUESTS FOR EXCLUSION RECEIVED**

1. Waridi Sheray Heard
2. Nicole Washington