

ORIGINAL

BY FAX

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

7 JOSEPH LAVI, Bar No. 209776
8 VINCENT C. GRANBERRY, Bar No. 276483
9 LAVI & EBRAHIMIAN, LLP
10 8889 W. Olympic Blvd. Suite 200.
11 Beverly Hills, California 90211
12 Telephone: 310-432-0000
13 Facsimile: 310-432-0001

14 DAVID M. DERUBERTIS, ESQ. (SBN 208709)
15 THE DERUBERTIS LAW FIRM, APC
16 4219 Coldwater Canyon Avenue
17 Studio City, California 91604
18 Telephone: (818) 761-2322
19 Facsimile: (818) 761-2323
20 E-mail: David@deRubertisLaw.com

21 Attorneys for Plaintiffs and all others similarly situated and the general public

22 SUPERIOR COURT OF CALIFORNIA
23 COUNTY OF SAN JOAQUIN, STOCKTON BRANCH

24 REGINALD LYLE, on behalf of himself and
25 others similarly situated,

26 Plaintiff,

27 v.

28 DOCTORS HOSPITAL OF MANTECA, INC.;
AUXILIARY OF DOCTORS HOSPITAL OF
MANTECA; DRS HOSP OF MANTECA INC;
SP OF MANTECA INC; TENET
HEALTHCARE CORPORATION; TENET
HEALTH INTEGRATED SERVICES, INC.;
TENET HEALTH; and DOES 1 to 100,
inclusive,

Defendants

Case No.: STK-CV-UOE-2016-6523

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVES
ENHANCEMENTS AND FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

ASSIGNED FOR ALL PURPOSES TO
HON. JAYNE LEE, DEPT 10C

Date: November 23, 2020

Time: 9:00 a.m.

Dept.: 10C

Action Filed: July 5, 2016

11-23-20
Filed
BRANDON E. RILEY, CLERK

By  DEPUTY

~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES,
COSTS, AND CLASS REPRESENTATIVES ENHANCEMENTS AND FINAL
APPROVAL OF CLASS ACTION SETTLEMENT

1 The above-referenced class action ("Action") having come before the Court on
2 November 23, 2020 for a hearing and Final Order approving Class Settlement ("Final Order"),
3 consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed
4 and entered on June 17, 2020, and as set forth in the Stipulation of Settlement and Release
5 (hereafter collectively, the "Settlement Agreement") filed on February 7, 2020. Due and
6 adequate notice having been given to the Class, and the Court having considered the Stipulation,
7 all papers filed and proceedings had herein and all oral and written comments received
8 regarding the proposed settlement, and having reviewed the record in this litigation, and good
9 cause appearing:

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

11 1. For purposes of this Final Order, the Court incorporates by reference all defined
12 terms as set forth in the Settlement Agreement filed on February 7, 2020, and Preliminary
13 Approval of Class Action Settlement, granted on June 17, 2020.

14 2. Consistent with the definitions in the Settlement Agreement, the term Settlement
15 Class is defined as All current and former non-exempt employees of Defendants employed in
16 California who worked at any time at Doctors Hospital of Manteca, Inc. ("DHM") (hereinafter
17 referred to collectively, as "Defendant"), from July 5, 2012, to September 1, 2019, (the "Class
18 Period")

19 3. This Court has jurisdiction over the subject matter of this Action and over all
20 Parties to this Action, including all Class Members.

21 4. Distribution of the Notice directed to the Class Members as set forth in the
22 Settlement Agreement and the other matters set forth therein has been completed in conformity
23 with the Preliminary Approval Order, including individual notice to all Class Members who
24 could be identified through reasonable effort, and the best notice practicable under the
25 circumstances. The Notice provided due and adequate notice of the proceedings and of the
26 matters set forth therein, including the proposed Settlement set forth in the Settlement
27 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements
28

1 of due process. All Class Members and all Released Claims are covered by and included within
2 the Settlement and this Final Order.

3 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
4 and within the meaning of *California Code of Civil Procedure* section 877.6. The Court further
5 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
6 standards and applicable requirements for final approval of this class action settlement under
7 California law, including the provisions of *California Code of Civil Procedure* section 382 and
8 *Federal Rule of Civil Procedure* 23, approved for use by the California state courts in *Vasquez*
9 *v. Superior Court* (1971) 4 Cal.3d 800, 821.

10 6. The Court hereby approves the Settlement set forth in the Settlement
11 Agreement, and finds that the Settlement, including the Gross Settlement Fund which is Three
12 Million, Seven Hundred and Fifty Thousand Dollars (\$3,750,000.00) is, in all respects, fair,
13 adequate and reasonable, and directs the Parties to effectuate the Settlement according to its
14 terms. The Court finds that the Settlement has been reached as a result of intensive, serious and
15 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
16 extensive investigation and research, and counsel for the Parties are able to reasonably evaluate
17 their respective positions. The Court also finds that Settlement at this time will avoid additional
18 substantial costs, as well as avoid the delay and risks that would be presented by the further
19 prosecution of the Action. The Court has reviewed the benefits that are being granted as part of
20 the Settlement and recognizes the significant value to the Class Members. The Court also finds
21 that the Class is properly certified as a class for settlement purposes only.

22 7. As of the date of entry of this Final Order, each and every Released Claim as
23 defined in the Settlement Agreement in ¶2: pg.4; and ¶11:pg.12, as of the Effective Date and in
24 exchange for the consideration provided by this Settlement, Class Representative and
25 Settlement Class Members (i.e., those Class Members who do not submit a timely and valid
26 request for exclusion from the Settlement), and by operation of the contemplated final judgment
27 shall have, fully, finally, and forever settled and released Defendant and the Released Parties of
28 all claims for wages, statutory and civil penalties, damages and liquidated damages, equitable

1 remedies, restitution, conversion, punitive damages, interest, fees and costs that were alleged in
2 the First Amended Complaint or that could have been alleged based on the factual allegations in
3 the First Amended Complaint for Damages and Restitution, under California law during the
4 Class Period including, but not limited to: (1) Failure to pay wages for all time worked at
5 minimum wage in violation of Labor Code sections 1194 and 1197; (2) Failure to pay wages for
6 all time worked at overtime rate in violation of Labor Code 510 and 1194; (3) Failure to
7 provide meal periods and/or pay meal period premiums in violation of Labor Code section 512
8 and 226.7; (4) Failure to authorize or permit rest periods and/or pay rest period premiums in
9 violation of Labor Code sections 226.7; (5) Failure to provide complete and accurate wage
10 statements in violation of Labor Code sections 226; (6) Failure to timely pay all earned wages
11 and final paychecks due at time of separation of employment in violation of Labor Code
12 sections 201-203; (7) Unfair business practices, in violation of Business and Professions Code
13 section 17200, *et seq.*; and (8) Civil penalties pursuant to the Private Attorney General Act of
14 2004 ("PAGA"), (Labor Code section 2698, *et seq.*)

15 8. The Court hereby enters the concurrently filed Judgment in the Action as of the
16 filing date of this Final Order, pursuant to the terms set forth in the Settlement Agreement.
17 Without affecting the finality of this Final Order in any way, the Court hereby retains
18 continuing jurisdiction over the interpretation, implementation and enforcement of the
19 Settlement and all orders entered in connection therewith pursuant to *California Code of Civil*
20 *Procedure* § 664.6.

21 9. The Court finds the settlement payments provided for under the Settlement to be
22 fair and reasonable in light of all of the circumstances. The Court orders the calculations and the
23 payments to be made and administered in accordance with the terms of the Settlement
24 Agreement.

25 10. The Court hereby confirms Lavi & Ebrahimian, Law Office of Joseph Antonelli,
26 and The DeRubertis Law Firm APC, as Class Counsel in the Action.

27 11. Pursuant to the terms of the Settlement, and the authorities, evidence and
28 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in

1 the amount of One Million Two Hundred Fifty Thousand dollars (\$1,250,000.00), and
2 attorneys' costs in the amount of One Hundred Nineteen Thousand, Seven Hundred and One
3 dollars and Ninety Two cents (\$119,701.92) from the Gross Settlement Fund as final payment
4 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
5 Class Counsel and any other person or entity related to the Action. The Court further orders that
6 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
7 to the terms of the Settlement Agreement, and transferred and/or made payable to Class Counsel
8 in the Action.

9 12. The Court also hereby approves and orders an Enhancement Award to Plaintiff
10 Class Representative Reginald Lyle in the amount of \$7,900.

11 13. The Court also hereby approves and orders payment from the Gross Settlement
12 Fund for actual settlement administration expenses incurred by the Settlement Administrator,
13 Simpluris in the amount of \$11,000.00.

14 14. The Court also hereby approves and orders that all amounts from uncashed
15 Settlement Award checks after the expiration date will be distributed to the Controller of the
16 State of California to be held pursuant to the Unclaimed Property Law, California Civil Code
17 §1500 et seq.

18 15. The Court also hereby finds and orders that the Settlement Agreement is and
19 constitutes a fair, adequate, and reasonable compromise of the Released Claims against
20 Defendant and the Released Parties.

21 16. The Class Settlement becomes effective under the terms of the Settlement
22 Agreement with the signing of this order.

23 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

24
25
26 Dated: 11/23/20


27 Hon. Jayne Lee
28 Judge of the Superior Court

4822-0033-0450.1 052845.1344