

**ORIGINAL**

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Filed 11-23-20  
BRANDON E. RILEY, CLERK  
By [Signature]  
DEPUTY

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN JOAQUIN, STOCKTON BRANCH**

REGINALD LYLE, on behalf of himself and  
others similarly situated,  
  
Plaintiff,  
  
v.  
  
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~~ JUDGMENT  
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

~~PROPOSED~~ JUDGMENT

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**IT IS HEREBY ORDERED AS FOLLOWS:**

1. On November 23, 2020, the Court issued an Order granting Final Approval of the Class Action Settlement in the above captioned matter, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference.

2. The Settlement Class bound by the Judgment is: All current and former non-exempt employees of Defendants employed in California who worked at any time at Defendant Doctor’s Hospital of Manteca (hereinafter referred to collectively, as “Defendant”) from July 5, 2012, to September 1, 2019, (the “Class Period”) The Settlement Class, however, shall not include any person who opted out by submitting a timely and valid Request for Exclusion as provided in this Settlement.

3. By operation of this Judgment, as of the Effective Date, as defined on page 4 of the Settlement Agreement, Plaintiff and every member of the Settlement Class (except those who opt out of the Class Settlement), will release and discharge Defendants and their respective successors and predecessors in interest, subsidiaries, and parents and all of its/their past, present and future parents, subsidiaries, and affiliates, and officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, and any and all third-party staffing agencies (collectively the “Released Parties”) as follows:

a. Settlement Class Members who have not opted out of the Class Settlement will release, and are enjoined from filing any claims with the Department of Labor Standards Enforcement, or from initiating other proceedings, regarding all claims that were pled in the First Amended Complaint (or any of the complaints in the Lawsuit) or which could have been pled in the First Amended Complaint (or any of the complaints in the Lawsuit) based on the factual allegations therein, that arose during the Class Period, including any claims for unpaid wages (including but not limited to minimum wages, regular wages and overtime pay); failure to provide meal periods and/or to pay meal period penalties; failure to authorize and permit rest periods and/or pay rest period penalties; improper itemized wage statements; improper payroll records

1 maintenance; failure to pay all wages due upon separation from employment; unfair business  
2 practices; for penalties under the PAGA; and for violations of California Labor Code sections 201  
3 through 203, 226, 226.7, 510, 512, 1194, 1197, and 2698 *et seq.* and related provisions contained  
4 in the California Wage Orders, the California Business and Professions Code predicated on such  
5 Labor Code sections and California Wage Orders, including but not limited to Business and  
6 Professions Code section 17200 *et seq.*; and any claims under the Fair Labor Standards Act for  
7 unpaid wages (including but not limited to minimum wages, regular wages and overtime pay),  
8 improper itemized wage statements, improper payroll records maintenance and failure to pay all  
9 wages due at the time of termination; or any other claim for any statutory penalty that could have  
10 been asserted based on the facts alleged in the Lawsuit under California law that arise from the  
11 allegations as pled, as well as any claims for restitution, conversion, punitive damages, liquidated  
12 damages, equitable relief, damages, penalties related claims arising from the facts and claims  
13 alleged in the Lawsuit, interest, costs and attorneys' fees related to these claims based on the facts  
14 and causes of action alleged in the Lawsuit (the "Released Claims") during the Class Period.

15       b.     PAGA Settlement.   Consistent with the Court's Order approving the PAGA  
16 Settlement on June 17, 2020, Plaintiff and all Class Members, and all persons purporting to act on  
17 their behalf or purporting to assert a claim under or through them, expressly hereby do and shall be  
18 deemed to have fully, finally, and forever released, settled, compromised, relinquished and  
19 discharged any and all of the Released Parties of and from any and all PAGA claims premised in  
20 whole or in part on any of the claims set forth in Paragraph 2.A. of the Settlement Agreement that  
21 arose at any time from July 5, 2015, to September 1, 2019, (the "PAGA Period and/or PAGA  
22 Settlement"). Class Members are bound by the PAGA Settlement regardless of whether they cash  
23 their PAGA check.

24       4.     Consistent with California Rule of Court 3.769, and without affecting the finality of  
25 the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-  
26 captioned action and the parties, including all Class Members, for purposes of supervising,  
27 administering, implementing, enforcing, and interpreting the Settlement Agreement, the Final  
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1 Approval Order, and this Judgment.

2 **IT IS SO ADJUDGED, ORDERED AND DECREED.**

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Dated: 11/23/20

Jayne Lee  
HON. JAYNE LEE

# **Exhibit 1**

**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

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN JOAQUIN, STOCKTON BRANCH**

22 REGINALD LYLE, on behalf of himself and  
23 others similarly situated,

24 Plaintiff,

25 v.

26 **DOCTORS HOSPITAL OF MANTECA, INC.;**  
27 **AUXILIARY OF DOCTORS HOSPITAL OF**  
28 **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

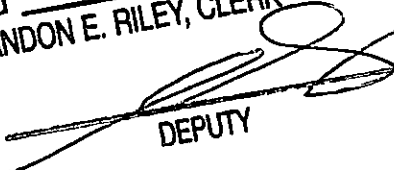
ASSIGNED FOR ALL PURPOSES TO  
HON. JAYNE LEE, DEPT 10C

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  
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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.

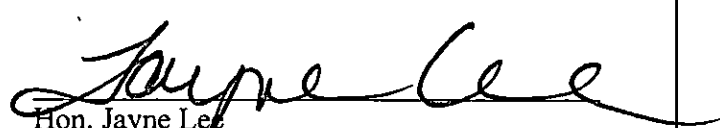
14 14. The Court also hereby approves and orders that all amounts from uncashed  
15 Settlement Award checks after the expiration date will be distributed to the Controller of the  
16 State of California to be held pursuant to the Unclaimed Property Law, California Civil Code  
17 §1500 et seq.

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

  
Hon. Jayne Lee  
Judge of the Superior Court

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