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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN DIEGO**

13
14 XAVIER DREMEE, an individual, on behalf
15 of the State of California, as a private attorney
16 general,

17 Plaintiff,

18 vs.

19 AURORA-SAN DIEGO, LLC, a California
20 Limited Liability Company; SIGNATURE
21 HEALTHCARE SERVICES, LLC, a Limited
22 Liability Company; and DOES 1 through 50,
23 inclusive,

24 Defendants.

CASE NO.: 37-2021-00007280-CU-OE-CTL

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: February 16, 2024

Hearing Time: 9:30 a.m.

Judge: Hon. Gregory W. Pollack

Dept.: 71

Action Filed: February 19, 2021

Trial Date: August 26, 2022

1 The motion of Plaintiffs Xavier Dremee, Christina Bonniwell and Alexis Monroe
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Action Settlement
3 Agreement (“Agreement”) with Defendant Aurora San Diego, LLC (“Defendant”), and the
4 motion for attorneys’ fees and costs, service payments, and the fees and expenses of the
5 Administrator, duly came on for hearing on February 16, 2024 before the Honorable Gregory W.
6 Pollack.

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Thousand
17 Dollars and Zero Cents (\$500,000.00) and the terms set forth in the Agreement are fair,
18 reasonable, and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

- 26 5. On September 21, 2023, the Court granted preliminary approval of the Settlement.
27 At this same time, the Court approved conditional certification of the Class for settlement

1 purposes only.

2 **Notice to the Class**

3 6. In compliance with the preliminary approval order, the Class Notice was mailed by
4 first class mail to members of the Class at their last known addresses on or about October 20,
5 2023. Mailing of the Class Notice to their last known addresses was the best notice option under
6 the circumstances and was reasonably calculated to communicate actual notice of the litigation
7 and the proposed Settlement to the Class. The Class Notice given to the Class Members fully and
8 accurately informed the Class Members of all material elements of the proposed Settlement and of
9 their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was
10 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
11 State of California, the United States Constitution, due process and other applicable laws. The
12 Class Notice fairly and adequately described the Settlement and provided Class Members adequate
13 instructions and a variety of means to obtain additional information.

14 7. The Response Deadline for opting out of the Class or submitting written objections
15 to the Settlement was December 4, 2023, which was extended by an additional 14 days in the
16 event of a remailing. There was an adequate interval between notice and the deadline to permit
17 Class Members to choose what to do and act on their decision. A full opportunity has been
18 afforded to Class Members to participate in this hearing, and all Class Members and other persons
19 wishing to be heard have been heard. Class Members also have had a full and fair opportunity to
20 exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines
21 that all Class Members who did not timely and properly submit a request for exclusion are bound
22 by the Settlement and this Final Approval Order and Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 Parties during an all-day mediation before Mark Rudy, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the Parties in reaching the
2 proposed Settlement.

3 b. Plaintiffs' investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both Parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. No requests for exclusion were received.

9 e. The participation rate was high. 640 Class Members will be mailed a
10 Settlement Share, representing 100% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
13 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
14 Class Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the Action.

16 10. The Agreement is approved as fair, adequate, and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$166,666 for attorneys' fees, representing one-third (1/3) of the Gross
20 Settlement Amount, and \$17,013.98 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payments of not more
26 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payments in the amount of \$10,000 each to the Plaintiffs are reasonable in
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1 light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort
2 in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
3 release.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payments to be made to the
6 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
7 Class Representative Service Payments to the Plaintiffs, distribute the PAGA Penalties, issue any
8 required tax reporting forms, calculate withholdings and perform other remaining duties set forth
9 in the Agreement. The Administrator has documented \$15,500 in fees and expenses, and this
10 amount is reasonable in light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties of \$100,000 to be deducted out of
13 the Gross Settlement Amount, which shall be allocated \$75,000 to the LWDA PAGA Payment as
14 the LWDA's 75% share of the settlement of civil penalties paid pursuant to the PAGA and
15 \$25,000 to be distributed to the Aggrieved Employees based on their respective PAGA Pay
16 Periods worked during the PAGA Period (July 30, 2019 to August 16, 2022). Aggrieved
17 Employees are all individuals who were employed by Defendant in California and classified as
18 non-exempt employees during the PAGA Period. The Court finds the PAGA Penalties to be
19 reasonable. All Aggrieved Employees will be sent their Individual PAGA Payment and will be
20 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
21 of the Settlement.

22 **II.**

23 **ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 1. The certification of the Class for the purposes of Settlement is confirmed. The
26 Class is defined as follows:

27 All individuals who are or previously were employed by Defendant in California
28 who were classified as non-exempt employees during the Class Period (July 30,
2019 to August 16, 2022).

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1 2. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
3 no individuals who requested exclusion.

4 3. The Agreement is hereby finally approved as fair, reasonable, and adequate, and in
5 the best interests of the Class.

6 4. Class Counsel are awarded attorneys' fees in the amount of \$166,666 and costs in
7 the amount of \$17,013.98. Class Counsel shall not seek or obtain any other compensation or
8 reimbursement from Defendant, Plaintiffs or members of the Class.

9 5. The payment of the Class Representative Service Payments in the amount of
10 \$10,000 each to the Plaintiffs is approved.

11 6. The payment of \$15,500 to the Administrator for its fees and expenses is approved.

12 7. The PAGA Payment of \$100,000 is approved and shall be allocated in accordance
13 with the Agreement.

14 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
15 Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any
16 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
17 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
18 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
19 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
20 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
21 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
22 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
23 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
24 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
25 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
26 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
27 Released PAGA Claims.

1 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
2 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
3 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
4 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
5 to individual Class Members.

6 10. If the Agreement does not become final and effective in accordance with the terms
7 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
8 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
9 revert to their respective positions before entering into the Agreement, and expressly reserve their
10 respective rights regarding the prosecution and defense of this Action, including all available
11 defenses and affirmative defenses, and arguments that any claim in the Action could not be
12 certified as a class action and/or managed as a representative action.

13 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

14 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
15 Plaintiff, and all members of the Class, shall take nothing in the Action.

16 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
17 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
18 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
19 arising from or in connection with the distribution of settlement benefits.

20 3. The Parties are authorized to agree to and adopt such amendments, modifications
21 and expansions of the Agreement and all exhibits attached thereto, which are consistent with this
22 Final Approval Order and Judgment and as approved by the Court.

23 4. Each Party shall bear his/its own attorneys' fees and costs, except as otherwise
24 provided in the Agreement and in this Final Approval Order and Judgment.

25 5. The term "Released Parties" means Aurora San Diego, LLC and Signature
26 Healthcare Services, LLC and all of their related companies, parents, subsidiaries, current and
27 former, and future owners, shareholders, officers, directors, members, agents (including, without
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1 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
2 present or future officers, directors and employees) predecessors, successors, and assigns.

3 6. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount, Released Parties shall receive a release from the Participating Class Members, on behalf
5 of themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, of all class claims pled or could have been pled based on
7 the factual allegations contained in the Operative Complaint and PAGA Notices which occurred
8 during the Class Period, including Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7,
9 351, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2802, 2699 et seq., Business & Professions Code
10 §§ 17200, et seq., IWC Wage Orders, Sections 5, 7, 14, and all other applicable sections of IWC
11 Wage Orders. Except as expressly set forth in the Agreement, Participating Class Members do not
12 release any other claims, including claims for vested benefits, wrongful termination, violation of
13 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
14 workers' compensation, or class claims based on facts occurring outside the Class Period
15 ("Released Class Claims").

16 7. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount, Released Parties shall be entitled to a release from the State of California and the
18 Aggrieved Employees, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, of all PAGA
20 claims pled or could have been pled based on the factual allegations contained in the Operative
21 Complaint and PAGA Notices sent by Plaintiffs that occurred during the PAGA Period as to the
22 Aggrieved Employees, including Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7,
23 351, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2802, 2699 et seq., IWC Wage Orders, Sections
24 5, 7, 14, and all other applicable sections of IWC Wage Orders ("Released PAGA Claims"). The
25 release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless
26 of whether an Aggrieved Employee submitted a request for exclusion from the Class. The
27 Released PAGA Claims do not include other PAGA claims not alleged in the Operative
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1 Complaint and PAGA Notices, underlying wage and hour claims, claims for wrongful termination,
2 discrimination, unemployment insurance, disability and worker's compensation, and claims
3 outside of the PAGA Period.

4 8. Effective on the date when Defendant fully funds the entire Gross Settlement
5 Amount, Plaintiffs generally releases and discharges the Released Parties from any and all claims,
6 demands, causes of action, charges and grievances, of whatever kind or nature, whether known or
7 unknown, suspected or unsuspected, which Plaintiffs now own or hold or have at any time before
8 their execution of the Agreement owned or held against Released Parties, including (1) under
9 local, state, or federal law, (2) which arose out of or are in any way connected with any
10 transaction, occurrence, act, omission, loss, damage or injury whatsoever resulting from any act
11 committed or omission made prior to the date of the Agreement, and (3) all Released PAGA
12 Claims, as set forth fully in the Agreement.

13
14 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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16 Dated: _____

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18 _____
HONORABLE GREGORY W. POLLACK
JUDGE OF THE SUPERIOR COURT

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