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

EVELYN MARTINEZ and SANDY ACOSTA, as
individuals and on behalf of all others similarly
situated, and as private attorneys general,

Plaintiffs,

vs.

CITY OF HOPE NATIONAL MEDICAL CENTER,
a California corporation; CITY OF HOPE, a
California corporation; CITY OF HOPE MEDICAL
FOUNDATION, a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. CIVDS2015729

[Hon. David Cohn, Department S26]

**[REVISED PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND JUDGMENT**

Date: December 16, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: August 4, 2020
FAC Filed: September 28, 2021
SAC Filed: April 7, 2022

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

DEC 16 2022

BY 
JESSICA MORALES, DEPUTY

1 Plaintiffs Evelyn Martinez and Sandy Acosta Andy Diaz and Defendants City of Hope, City of
2 Hope National Medical Center, and City of Hope Medical Foundation (together, the “Parties”) have
3 entered into the Stipulation of Class Action and PAGA Settlement (“Agreement”) to settle the above-
4 captioned class action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiffs’ Motion for Final Approval of Class Action
6 Settlement. The Court has read, heard, and considered all the pleadings and documents submitted, and
7 the presentations made in connection with the Motion which came on for hearing on December 5, 2022
8 and also on December 16, 2022.

9 **I. BACKGROUND**

10 On August 4, 2020, Plaintiff Martinez initiated this class and representative Labor Code Private
11 Attorneys General Act of 2004 (“PAGA”) action. On September 28, 2021, Plaintiff Martinez filed an
12 amended complaint to add claims based on failures to provide compliant meal and rest breaks and unfair
13 business practices. On April 7, 2022, Plaintiff Acosta joined Plaintiff Martinez in the operative Second
14 Amended Complaint. The operative complaint alleges claims based on Defendants’ failing to properly
15 pay wages for all hours (including and not limited to, regular, overtime, and minimum wages), failing to
16 provide compliant meal period and rest periods and associated premium pay, failing to timely pay wages
17 during employment, failing to timely pay wages upon termination and associated waiting time penalties,
18 failing to provide compliant wage statements, failing to keep requisite payroll records, and failing to
19 reimburse business expenses.

20 **A. Objections**

21 Only two (2) Class Members, Pedro Nava and Daniel Chavez, asserted objections to the Class
22 Settlement. The written objections submitted by Pedro Nava and Daniel Chavez through counsel of
23 record, as well as the oral arguments made on their behalf through their counsel of record at the hearings
24 on December 5, 2022 and December 16, 2022, were fully considered by the Court. The Court
25 determines that the objections are not demonstrated to have merit, do not provide a sufficient basis for
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disapproval of the settlement (which overall appears to be fair, reasonable, and adequate) and the objections are overruled.

B. Class Members

The “Class” is defined as: “All non-exempt employees of City of Hope, City of Hope National Medical Center, and City of Hope Medical Foundation who were employed at any time between July 23, 2016 to March 31, 2022 in the State of California, with the exception of individuals whose entire employment by Defendants during the period July 23, 2016 to March 31, 2022 is covered by the settlement in *Jordan A. Seper v. City of Hope National Medical Center*, Los Angeles Superior Court Case No. BC630925.”

C. Operation of the Settlement

Pursuant to the Preliminary Approval Order dated June 21, 2022, this Court conditionally certified the Class and granted preliminary approval to the Agreement. The Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The Court entered the Preliminary Approval Order after review and consideration of all of the pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

In compliance with the Preliminary Approval Order, the Notice of Class Action Settlement (“Class Notice”) was sent to all 7,036 Settlement Class Members via first class mail. Follow-up mailings were sent to 138 individuals, and 23 Class Notices remain undeliverable. The notice process was timely completed. The following nine (9) individuals opted out of the Class Settlement, resulting in 7,025 Participating Settlement Class Members who are bound to the Class Settlement and this Final Approval Order and Judgment:

1. Emma Carreon
2. Consuelo Gennaro
3. Lea A Bancroft
4. Joshua D Glick
5. John Ho Tang
6. Meetal Dharia
7. Amanda Deangelo
8. Conrad Bonilla
9. Pedro T Payan

This Court finds that the Settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any

1 individuals. The Court finds that the Settlement was entered into in good faith pursuant to California
2 Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, reasonable,
3 and adequate and that Plaintiff has satisfied the standards for final approval of a class action settlement
4 under California law. Under the provisions of California Code of Civil Procedure section 382 and
5 Federal Rule of Civil Procedure 23, as approved for use by the California state court in *Vasquez v.*
6 *Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

7 [Q]uestions of law or fact common to the members of the class predominate over any
8 questions affecting only individual members, and that a class action is superior to the
available methods for the fair and efficient adjudication of the controversy ...

9 FED. R. CIV. P. 23. Certification of a settlement class is the appropriate judicial device under these
10 circumstances.

11 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
12 FOLLOWS:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Agreement filed in this case.

15 2. The Court has jurisdiction over the subject matter of the litigation, the Class
16 Representatives, the other members of the Settlement Class, and Defendants.

17 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
18 appointed Settlement Administrator, Simpluris, Inc., constituted the best notice practicable under the
19 circumstances to all persons within the definition of the Class, and fully met the requirements of
20 California law and due process under the United States Constitution.

21 4. The Court approves the settlement of the above-captioned action, as set forth in the
22 Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to perform in
23 accordance with the terms set forth in the Agreement.

24 5. Except as otherwise provided in the Agreement and herein, the Parties are to bear their
25 own costs and attorneys' fees.

26 6. The Court hereby certifies the following Class for settlement purposes only: All non-
27 exempt employees of City of Hope, City of Hope National Medical Center, and City of Hope Medical
28 Foundation who were employed at any time between July 23, 2016 to March 31, 2022 in the State of

1 California, with the exception of individuals whose entire employment by Defendants during the period
2 July 23, 2016 to March 31, 2022 is covered by the settlement in *Jordan A. Seper v. City of Hope*
3 *National Medical Center*, Los Angeles Superior Court Case No. BC630925.

4 7. With respect to the Class and for purposes of approving the settlement only and for no
5 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
6 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
7 the Class, and there is a well-defined community of interest among members of the Class with respect to
8 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representatives are
9 typical of the claims of the members of the Class; (d) the Class Representatives have fairly and
10 adequately protected the interests of the members of the Class; (e) a class action is superior to other
11 available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the
12 Class Representatives, *i.e.*, Lawyers for Justice, PC and Diversity Law Group, P.C. (together, "Class
13 Counsel"), are qualified to serve as counsel for the Plaintiffs in their individual and representative
14 capacities for the Class.

15 8. On the Effective Date of this Order, as defined by the Agreement, Defendants shall remit
16 to a Qualified Settlement Fund established by the Settlement Administrator the Gross Settlement
17 Amount of \$5,500,000.00, pursuant to the terms of the Agreement.

18 9. From the Gross Settlement Amount, the Settlement Administrator shall pay:

- 19 (a) attorneys' fees in the amount of \$1,833,333.33 and reimbursement of litigation costs in
20 the amount of \$50,835.78 to Class Counsel;
- 21 (b) service awards of \$10,000.00 in recognition of Class Representatives unique services,
22 and as consideration for their executions of general releases, to each Plaintiff (for a total
23 of \$20,000.00);
- 24 (c) the sum of \$300,000.00 to the California Labor and Workforce Development Agency for
25 its 75% share of PAGA Penalties, and the sum of \$100,000.00 to PAGA Aggrieved
26 Employees for their 25% share of PAGA Penalties; and
- 27 (d) the sum of \$29,995.00 to the Settlement Administrator, Simpluris, Inc., for its fees and
28 costs relating to the settlement administration process.

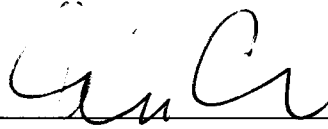
1 10. The Court finds that these amounts are fair and reasonable. The Settlement Administrator
2 is directed to make such payments in accordance with the terms of the Agreement.

3 11. The Court approves the Individual Settlement Payment amounts, which shall be
4 distributed by the Settlement Administrator pursuant to the terms of the Agreement from the Net
5 Settlement Amount, after payment of those amounts set forth in Paragraph 9. The Court also approves
6 the Individual PAGA Payment amounts, which shall be distributed by the Settlement Administrator
7 pursuant to the terms of the Agreement.

8 12. The Court hereby enters judgment in this case in accordance with the terms of the
9 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement
10 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the
11 Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order
12 and the Settlement.

13 **IT IS SO ORDERED AND ADJUDGED.**

14
15 DATED: 12/16/22, 2022



THE HONORABLE DAVID COHN