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Attorneys for Plaintiff JUSTIN CARINO

FILED
KERN COUNTY

JUN 27 2024

BY _____ DEPUTY

ENDORSED

SUPERIOR COURT OF CALIFORNIA

COUNTY OF KERN

JUSTIN CARINO, individually and on behalf
of other persons similarly situated,

Plaintiff,

vs.

**ADVENTIST HEALTH DELANO DBA
DELANO REGIONAL MEDICAL
CENTER**, a California Corporation; and
DOES 1-50,

Defendants.

Case No.: **BCV-20-102879**

[Assigned to Hon. Thomas S. Clark for all
purposes, Dept. 17]

CLASS ACTION

AC

**[PROPOSED] REVISED FINAL ORDER
APPROVING CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE;
AND JUDGMENT**

Date: June 27, 2024
Time: 8:30 am
Department: 17

1 The above-referenced class action ("Action") having come before the Court on June 27, 2024,
2 for a hearing and Final Order Approving Class Settlement and Judgment ("Final Order"), consistent
3 with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered March
4 1, 2024, and as set forth in the Joint Stipulation of Settlement and Release and the Stipulation re
5 Modification of Class Action and PAGA Settlement and Class Notice (collectively, the "Settlement"
6 or "Settlement Agreement"), and the Exhibits attached thereto, in the Action, and due and adequate
7 notice having been given to all Class Members, and Aggrieved Employees, as required in the
8 Preliminary Approval Order, and the Court having considered all papers filed and proceedings had
9 herein and otherwise being fully informed and good cause appearing therefore,

10 **THE COURT HEREBY ORDERS AS FOLLOWS:**

11 1. For purposes of this Final Order, the Court incorporates by reference the definitions in
12 the Settlement Agreement, and all defined terms herein shall have the same meaning as set forth in the
13 Settlement Agreement.

14 2. Consistent with the definitions in the Settlement Agreement, the term "Settlement
15 Class" is defined as all current and former hourly-paid nonexempt employees of Adventist Health
16 Delano dba Delano Regional Medical Center who worked from September 13, 2019 through June 30,
17 2023 (the "Class Period"), who do not submit a timely and valid opt-out / request for exclusion pursuant
18 to Section 2.7 of the Settlement Agreement. "Aggrieved Employees" are defined as Class Members
19 who worked for Defendant during the period September 30, 2019 through June 30, 2023 (the "PAGA
20 Period"). Any Class Member, who is also an Aggrieved Employee, who opted out of the Settlement
21 could not opt out of the PAGA component of the Settlement. For purposes of the Settlement and this
22 Final Order, "Released Parties" shall mean Adventist Health Systems/West and Adventist Health
23 Delano dba Delano Regional Medical Center and each of its past or present officers, directors,
24 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants,
25 members, insurers and reinsurers, and its and their respective successors and predecessors in interest,
26 subsidiaries, affiliates, parent companies, affiliated corporations, and attorneys.

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

2 4. Distribution of the Notice directed to the Settlement Class Members as set forth in the
3 Settlement Agreement and the other matters set forth therein has been completed in conformity with
4 the Preliminary Approval Order, including individual notice to all Settlement Class Members who
5 could be identified through reasonable effort, and the best notice practicable under the circumstances.
6 The Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
7 including the proposed Settlement set forth in the Settlement Agreement, to all persons entitled to such
8 Notice, and the Notice fully satisfied the requirements of due process. All Participating Class Members,
9 Aggrieved Employees, Released Class Claims and Released PAGA Claims are covered by and included
10 within the Settlement and this Final Order.

11 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
12 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that
13 the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and
14 applicable requirements for final approval of this Class Action and PAGA Settlement under California
15 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of
16 Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971)
17 4 Cal.3d 800, 821.

18 6. The Court hereby approves the Settlement set forth in the Settlement Agreement, and
19 finds that the Settlement, including the Gross Settlement Amount (which is Five Hundred and Fifty-
20 One Thousand Eight Hundred and Thirty-Three dollars and Thirty-Three cents [\$551,833.33]) is, in all
21 respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to
22 its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and
23 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
24 extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their
25 respective positions. The Court also finds that Settlement at this time will avoid additional substantial
26 costs, as well as avoid the delay and risks that would be presented by the further prosecution of the
27 Action. The Court has reviewed the benefits that are being granted as part of the Settlement and
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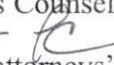
1 recognizes the significant value to the Settlement Class Members. The Court also finds that the Class
2 is properly certified as a class for settlement purposes only.

3 7. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an
4 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the
5 validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released
6 Parties. Neither this Final Order, the Settlement Agreement, nor any document referred to herein, nor
7 any action taken to carry out the Settlement Agreement is, may be construed as, or may be used as, an
8 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or
9 liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any
10 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
11 evidence of, an admission or concession with regard to the denials or defenses by Defendants, or any
12 of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any
13 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the
14 provisions of this Final Order, the Settlement Agreement, the Released Class Claims and Released
15 PAGA Claims, or any related agreement or release. Notwithstanding these restrictions, any of the
16 Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the
17 Settlement Agreement, and any other papers and records on file in the Action as evidence of the
18 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or
19 issue preclusion or similar defense as to the Released Class Claims and Released PAGA Claims.

20 8. The Court hereby enters judgment in the entire Action as of the filing date of this Final
21 Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the finality of
22 this Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation,
23 implementation and enforcement of the Settlement and all orders entered in connection therewith
24 pursuant to California Code of Civil Procedure section 664.6.

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

1 10. The Court hereby confirms Jeremy F. Bollinger, Dennis F. Moss, and Ari E. Moss of
2 Moss Bollinger, LLP as Class Counsel in the Action.

3 11. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
4 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of
5 ~~\$193,141.67~~ ^{\$192,500.00} , and attorneys' costs of \$10,480.75 from the Gross Settlement Amount as final payment
6 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
7 Counsel and any other person or entity related to the Action. The Court further orders that the award
8 of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of
9 the Settlement Agreement and transferred and/or made payable to Class Counsel in the Action.

10 12. The Court also hereby approves and orders a service award to Plaintiff and Class
11 Representative Justin Carino in the amount of \$10,000.00 from the Gross Settlement Amount.

12 13. The Court also hereby approves and orders payment in the amount of \$15,000.00 from
13 the Gross Settlement Amount, payable to the California Labor Workforce Development Agency
14 ("LWDA") (75% of \$20,000 allocated to PAGA penalties to be paid to the LWDA; the remaining 25%
15 or \$5,000 payable to Aggrieved Employees as part of the PAGA portion of the Net Settlement Amount).
16 The Court finds and determines that the parties have satisfied the requirements of Section 2699(1)(2) of
17 PAGA, by submitting the Settlement Agreement to the LWDA.

18 14. The Court also hereby approves and orders payment from the Gross Settlement Amount
19 for actual Administration Costs incurred by the Settlement Administrator, Phoenix Settlement
20 Administrators, in the amount of \$14,000.00.

21 15. Pursuant to the terms of the Settlement, and the rate of claims by Settlement Class
22 Members exceeding the 50% Settlement Floor, the payment of employer-side taxes estimated to be
23 \$6,344.71, and the payment of \$1,833.33 due to the Escalator, from the \$304,210.92 Net Settlement
24 Amount, \$85,245.10 shall revert back to Defendants.

25 16. The Court also hereby approves and orders that any monies remaining in the distribution
26 account due to individual settlement checks that remain uncashed after the void date shall be distributed
27 to the California State Controller's Unclaimed Property Fund in the name of the Class Member pursuant
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1 to Code of Civil Procedure Section 384, subd. (b).

2 17. The Court also hereby finds and orders that the Settlement Agreement is and constitutes
3 a fair, adequate, and reasonable compromise of the Released Claims, including Released PAGA Claims
4 against Defendants and the Released Parties.

5 18. Provided the Settlement becomes effective under the terms of the Settlement
6 Agreement, the Court also hereby orders that Defendant will pay the Gross Settlement Amount to the
7 Settlement Administrator no later than fourteen (14) calendar days of the Effective Date defined in the
8 Settlement Agreement, and that the Settlement Administrator will mail the Court-approved Individual
9 Settlement Payments to Participating Class Members and Aggrieved Employees, including Plaintiff's
10 Service Award, within fifteen (15) calendar days after such payment is received by the Settlement
11 Administrator. Within fifteen (15) calendar days of Defendant's funding of the Settlement, the
12 Settlement Administrator will mail all Court-approved payments to Class Counsel and the LWDA.

13 19. When Defendants fully fund the entire Gross Settlement Amount pursuant to the
14 Settlement Agreement, the releases provided in Paragraph 2.6 of the Settlement Agreement shall
15 become effective, and each and every Released Claim (as defined in Paragraph 2.6.1 the Settlement
16 Agreement) of each and every Participating Settlement Class Member, each and every Released PAGA
17 Claim of each and every Aggrieved Employee (as defined in Paragraph 2.6.2 the Settlement
18 Agreement), and the claims released by Plaintiff in Paragraph 2.6.3 shall be deemed to be conclusively
19 released as against the Released Parties.

20 20. The Court also hereby finds that there were no objections to the Settlement raised by
21 any person on the record at the hearing on the Final Order.

22 21. Notice shall be given to the class by posting of the Final Order and
23 Judgment on the Settlement Administrator's website for a consecutive
period of 90 days. Jose Sobano, Maria Sarabia and Gerabl Koori are excluded
from the class settlement. PE

IT IS SO ORDERED ADJUDGED AND DECREED.

24 DATED: 6-27-24

25 
Judge of the Superior Court, County of Kern

26 **THOMAS S. CLARK**