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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JOSELUIS DAVILA, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

HAYWARD SISTERS HOSPITAL dba ST.
ROSE HOSPITAL, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. RG20074747

[Hon. Brad Seligman, Department 23]

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: December 13, 2022
Time: 3:00 p.m.
Department: 23

Reservation ID: 105787183984

Complaint Filed: September 23, 2020

1 Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on November 17, 2022, and a hearing was held before this Court on December 13,
3 2022.

4 **I. RECITALS**

5 1. On September 23, 2020, Plaintiff initiated this class and Labor Code Private Attorneys
6 General Act of 2004 ("PAGA") action. The lawsuit seeks to remedy Defendant's alleged failure to
7 furnish wage statements that accurately show the total hours worked to non-exempt employees who
8 were paid shift differential wages.

9 2. On March 29, 2022, the Parties attended mediation with Russ Wunderli, Esq. With the
10 mediator's assistance and based on a mediator's proposal, the Parties were able to negotiate the
11 settlement terms in the Joint Stipulation of Class Action Settlement and Release (the "Agreement").

12 **II. FINDINGS**

13 3. The Court conditionally certifies the following Class: all current or former non-exempt
14 employees who worked for Defendant, Hayward Sisters Hospital, a California corporation dba St. Rose
15 Hospital, in the State of California who were paid shift differential wages at any time from September
16 23, 2019, through March 29, 2022 (the "Class Period").

17 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
18 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
19 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
20 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
21 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
22 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
23 also appears that investigation, research, and proceedings have been conducted so that counsel for the
24 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
25 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
26 would be presented by the further prosecution of the action. It also appears that settlement has been
27 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

1 **III. ORDERS**

2 After considering the papers and evidence, arguments of counsel, and all other matters presented
3 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

4 5. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA
5 Settlement (the “Agreement”) submitted by the Parties. The Agreement appears to be fair, adequate, and
6 reasonable to the Class.

7 6. The Court appoints and designates: (a) Plaintiff, Joseluis Davila, as Class Representative,
8 and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C., and William L. Marder of
9 Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the
10 Class with respect to all acts or consents required by, or which may be given, pursuant to the
11 Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class
12 Member may enter an appearance through his or her own counsel at such Class Member’s own expense.
13 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
14 represented by Class Counsel.

15 7. A final fairness hearing on the question of whether the proposed Agreement, the
16 allocation of payments to Class Members, attorneys’ fees and costs to Class Counsel, the payment to the
17 Labor Workforce & Development Agency, and the Class Representative Award should be finally
18 approved as fair, reasonable, and adequate as to the members of the Class is set for
19 _____, 2023, at 3:00 p.m. in this Court.

20 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
21 (“Class Notice”), which is attached as Exhibit A to the Agreement and this Order. The Court finds that
22 distribution of the Class Notice to Class Members substantially in the manner and form set forth in the
23 Agreement and this Order meets the requirements of due process and shall constitute due and sufficient
24 notice to all parties entitled thereto.

25 9. The Court appoints and designates Phoenix Settlement Administrators as the
26 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
27 Members using the procedures set forth in the Agreement.
28

1 10. Any Class Member may choose to opt out of and be excluded from the settlement as
2 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
3 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
4 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
5 signed by each such Class Member opting out and must otherwise comply with the requirements
6 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
7 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
8 Judgment.

9 11. Any Class Member may object to the Agreement or express his or her views regarding
10 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
11 issues to be heard and determined by the Court as provided in the Class Notice.

12 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
13 sixteen (16) court days before the final fairness hearing.

14 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
15 and all dates provided for in the Agreement without further notice to the Class. The Court retains
16 jurisdiction to consider all further applications arising out of or connected with the Agreement.

17 14. Should for whatever reason final approval is not granted, the fact that the Parties were
18 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
19 of whether a class should be certified in a non-settlement context.

20 **IT IS SO ORDERED.**

21 DATED: _____, 2022

THE HONORABLE BRAD SELIGMAN