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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 FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: April 11, 2023
Time: 3:00 p.m.
Department: 23

Reservation No.: A-20074747-001

Complaint Filed: September 23, 2020

1 On or about March 17, 2023, Plaintiff, Joseluis Davila, filed a motion for an Order Granting
2 Final Approval of Class Action Settlement, and on April 11, 2023, a hearing was held on this matter.

3 The Court has considered the papers and evidence, including the Joint Stipulation of Class
4 Action Settlement and Release (“Agreement”), the arguments of counsel, and all other matters presented
5 to the Court regarding final approval of the settlement, approval of requested allocations from the
6 settlement fund, and entry of final judgment.

7 **I. Background**

8 On September 23, 2020, Plaintiff, Joseluis Davila, filed this class and Labor Code Private
9 Attorneys General Act of 2004 (“PAGA”) action against Defendant, Hayward Sisters Hospital dba St.
10 Rose Hospital. The lawsuit alleges Defendant failed to furnish wage statements that accurately show the
11 total hours worked to non-exempt employees who were paid shift differential wages.

12 **A. Class Members**

13 The Class is defined to include any current or former nonexempt employees who worked for
14 Defendant in the State of California and who were paid shift differential wages at any time during the
15 Class Period. The Class Period is from September 23, 2019, through March 29, 2022. All Class
16 Members are also Aggrieved Employees. The PAGA Period is the same as the Class Period.

17 **B. Operation of the Settlement**

18 Pursuant to the Court’s December 13, 2022 Preliminary Approval Order, the Court conditionally
19 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
20 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
21 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
22 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the
23 Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail.
24 The notice process was timely completed.

25 This Court finds that the Agreement appears to be the product of serious, informed, non-
26 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
27 to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to
28 California Code of Civil Procedure section 877.6. The Court further finds that the Agreement is fair,

adequate, and reasonable and that Plaintiff has satisfied the standards for final approval of a class action settlement under California law. Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

[Q]uestions of law or fact common to the members of the class predominate over any 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

FED. R. CIV. PROC. 23.

Certification of a settlement class is the appropriate judicial device under these circumstances.

Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

1. For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representative, Settlement Class Members, and Defendant.

3. The Court finds that the dissemination of the Class Notice to the Class Members by the appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice practicable under the circumstances to all Class Members, and fully met the requirements of California law and due process under the State and Federal Constitutions.

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

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

6. The Court hereby certifies the following Class of all current or former nonexempt employees who worked for Defendant in the State of California and who were paid shift differential wages at any time from September 23, 2019, through March 29, 2022.

7. With respect to the Class and for purposes of approving the settlement only and for no other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to

1 the Class, and there is a well-defined community of interest among members of the Class with respect to
2 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
3 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
4 protected the interests of the members of the Class; (e) a class action is superior to other available
5 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
6 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and
7 representative capacities and for the Class.

8 8. Within seven days after the grant of Final Approval of the settlement, Defendant shall
9 deposit the Gross Settlement Amount of \$1,008,000.00 with the Administrator, pursuant to the terms of
10 the Agreement.

11 9. Subject to the holdback in Paragraph 10, the Administrator shall pay from the Gross
12 Settlement Amount:

- 13 1. to Class Counsel attorneys' fees in the amount of \$336,000.00 and reimbursement
14 of costs in the amount of \$5,047.71;
- 15 2. to Class Representative Joseluis Davila for his unique services to the Class, and as
16 consideration for the execution of a general release, the amount of \$10,000.00;
- 17 3. to the California Labor and Workforce Development Agency the amount of
18 \$108,000.00 for its 75% share of PAGA Penalties; and
- 19 4. to Phoenix Settlement Administrators the amount of \$14,000.00 for its fees and
20 costs in administering the settlement.

21 10. The Court finds that these amounts are fair and reasonable. The Administrator is directed
22 to make such payments in accordance with the terms of the Agreement, with the exception of 10% of the
23 \$336,000.00 in attorneys' fees, or \$33,600.00, which shall remain on deposit with the Administrator
24 until the completion of the settlement distribution process and the Court approves a final accounting.

25 11. The Court approves the Individual Settlement Payment and Individual PAGA Payment
26 amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after
27 allocation of the amounts set forth in Paragraph 9.

1 12. The Court hereby orders the parties to implement the terms of the Agreement, including
2 distributing the funds from any uncashed settlement checks pursuant to Code of Civil Procedure section
3 384 with 100% of the sum to be paid to Legal Aid at Work.

4 13. A compliance hearing is set for December ___, 2023, at 3:00 p.m. in Department 23 of
5 this Court. At least 16 days prior to the compliance hearing, Plaintiff shall file a declaration from the
6 Administrator establishing the status of distribution of settlement funds. If the distribution is completed,
7 the Court will approve a final accounting and order the release of the holdback of 10% of the attorneys'
8 fees.

9 14. All Class Members who did not opt out of the Settlement shall be bound by the releases
10 provided in the Agreement. All Aggrieved Employees shall be bound by the PAGA releases provided in
11 the Agreement. The Class Representative shall be bound by the additional general releases provided in
12 the Agreement.

13 15. The Court hereby enters final judgment in this case in accordance with the terms of the
14 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement
15 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the
16 Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order
17 and the Settlement.

18 16. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the
19 filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or
20 other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this
21 judgment are an admission of any liability or finding of any violation of the Labor Code.

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

23 DATED: _____, 2023

THE HONORABLE BRAD SELIGMAN