

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JESSICA MALDONADO, individually, and
on behalf of other members of the general
public similarly situated ,

Plaintiff,

v.

RADY CHILDREN’S PHYSICIAN
MANAGEMENT SERVICES, INC., a
California Corporation; RADY
CHILDREN’S HOSPITAL-SAN DIEGO, a
California Corporation; RADY
CHILDREN’S HOSPITAL AND HEALTH
CENTER, a California Corporation; and
DOES 1-10, inclusive.

Defendants

CASE NO. 37-2021-00014090-CU-OE-CTL

CLASS ACTION

**[PROPOSED] ORDER: (1) GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND (2) ENTERING
JUDGMENT**

Date: December 2, 2022
Time: 9:00 a.m.
Dept: C-73
Judge: Hon. Joel R. Wohlfeil

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 Plaintiff JESSICA MALDONADO's Unopposed Motion for Final Approval of (1) Class
3 Action Settlement; (2) Attorneys' Fees and Costs; and (3) Class Representative Enhancement, in the
4 above-captioned matter, came on for hearing before this Court on December 2, 2022 at 9:00 a.m.
5 Sullivan & Yaeckel Law Group, APC appeared on behalf of Plaintiffs and the Class; Lewis, Brisbois,
6 Bisgaard & Smith LLP appeared on behalf of Defendants. On good cause shown, and pursuant to the
7 authority of California statutory and case law, this Court finds that the settlement between Plaintiffs
8 and Defendants was made in good faith and is fair, reasonable and adequate. The Court grants the
9 motion and enters judgment consistent with the following:

10 **IT IS HEREBY ORDERED THAT:**

- 11 1. Plaintiffs' Motion for Final Approval of (1) Class Action Settlement; (2) Attorneys' Fees and
12 Costs; and (3) Class Representative Enhancement Award, is hereby granted.
- 13 2. Pursuant to this Court's Preliminary Approval Order of September 1, 2022 the Notice of Class
14 Action Settlement (the "Class Notice") was sent to the Class, which was previously certified
15 in this Court's Preliminary Approval Order, in the manner specified by the parties Joint
16 Stipulation of Class & PAGAG Action Settlement and Release ("Settlement Agreement.").
17 (The Settlement Agreement is on file with the Court's Register of Actions # 355 as **Exhibit**
18 **A.**) The Class Notice informed the Class of the terms of the Settlement, their right to receive
19 their proportional share of the Settlement by not opting out, their right to request exclusion, and
20 their right to object to the Settlement. Adequate periods of time were provided by each of these
21 procedures.
- 22 3. Out of a total of 7,926 Class Members who were sent notice, Seven (7) have requested
23 exclusion and "Opted-Out" of the settlement.
- 24 4. Zero (0) members of the Class objected to the Settlement.
- 25 5. The Court finds and determines that this notice procedure afforded adequate protections to
26 Class Members and fully and accurately informed the class of all material aspects of the
27 settlement. The Court finds the and determines that the notice provided in this case was the
28 best notice practicable, which satisfied the requirements of law and due process.

- 1 6. The Court further finds and determines that the terms of the Settlement are fair, reasonable and
2 adequate to the Class and to each Class Member. The Class Members who have not expressly
3 sent a request for exclusion (“Opt-Out”), will be bound by the Settlement. All PAGA Members
4 will be bound by the Settlement. The Settlement is ordered finally approved, and that all terms
5 and provisions of the Settlement should be and hereby are ordered to be consummated.
- 6 7. The Court finds and determines that the Settlement sums to be paid to the Class Members as
7 provided for by the Settlement are fair and reasonable. The Court hereby gives final approval
8 to and orders the payment of those amounts be made to the Class Members in accordance with
9 the terms of the Settlement.
- 10 8. The Court finds the payment of \$150,000.00 (75% Share of \$200,000.00 allocation) to the
11 Labor and Workforce Development Agency (“LWDA”) in settlement of the LWDA’s share
12 of the penalties alleged by Plaintiff and compromised under the Settlement is fair and
13 reasonable.
- 14 9. The Court finds and determines that the Class Representative Enhancement Payment to
15 Plaintiff, Jessica Maldonado, in the sum of \$5,000.00, and to Claimant Valencia Plooy, in
16 consideration for their service as the Class Representatives, is fair and reasonable. The Court
17 hereby gives final approval to and orders that the payment of the Enhancement be paid as
18 provided by the Settlement Agreement.
- 19 10. The Court finds and determines that the total payment to the Claims Administrator, CAC
20 Services Group LLC, in the sum of \$27,390.51 for claims administration expenses in
21 completing its duties pursuant to the terms of the Settlement is fair and reasonable. The Court
22 hereby gives final approval to and orders that the payment of said amount be paid from the as
23 provided for by the Settlement Agreement.
- 24 11. The Court finds and determines that the payment of \$1,326,666.67 as Class Counsel’s
25 Attorney’s Fees and request for \$15,943.39 for costs of litigation, is fair and reasonable. The
26 Court hereby gives final approval to and orders those amounts be paid to the Sullivan &
27 Yaeckel Law Group, APC, out of the total settlement amount in accordance with the terms of
28 the Settlement Agreement.

12. All “Released Claims” against Defendants by the “Class Members”(as these terms are defined the parties’ Settlement Agreement) that have been, or might have been, asserted by any Class Member who did not timely submit a Request for Exclusion, in accordance with the terms of the Settlement Agreement, are hereby released, and all such Class Members shall be forever barred from pursuing any of the Released Claims as set forth in the Settlement Agreement against the Released Parties.

13. Accordingly, the Court enters this judgment consistent with the above and the parties’ Settlement Agreement.

14. Pursuant to California Rules of Court, rule 3.769(h), this Court retains jurisdiction over the parties to enforce this judgment.

IT IS SO ORDERED.

Dated: _____

HON. JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT