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

ANDREA BRAZELL and NICHOLE
SMITH, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

OROVILLE HOSPITAL, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21CV00573

*Assigned for All Purposes to Honorable Hon.
Tamara L. Mosbarger in Department 1*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTRY OF JUDGMENT
THEREON**

Date: July 16, 2025

Time: 9:00 a.m.

Dept.: 1

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1 Plaintiffs and Class Representatives Andrea Brazell, Nichole Smith, and Susana Carrillo
2 (collectively, “Plaintiffs” or “Class Representatives”), and Defendant Oroville Hospital
3 (“Defendant”) (Plaintiffs and Defendant are collectively referred to as “Parties”) have entered
4 into the Stipulation of Resolution (“Settlement Agreement” or “Settlement”) to settle the above-
5 captioned class action subject to the Court’s approval (the “Settlement”).

6 This matter is now before the Court on Plaintiffs’ Motion for Final Approval of the Class
7 Action Settlement, including approval of a Service Award for the Class Representative and Class
8 Counsel’s Application for the attorney’s fees and costs. The Court has read, heard, and
9 considered all the pleadings and documents submitted, and the presentations made in connection
10 with the Motion which came on for hearing on July 16, 2025.

11 **I. BACKGROUND**

12 **A. Class Members**

13 The “Class” or “Class Members” are defined as “Defendant’s past and present non-
14 exempt California employees who worked for Defendant at any time during the Settlement
15 Period (March 15, 2018 through December 31, 2024).”

16 **B. Operation of the Settlement.**

17 Pursuant to the Preliminary Approval Order dated March 19, 2025, this Court
18 conditionally certified the Class and granted preliminary approval to the Settlement. The
19 Preliminary Approval Order also approved of the proposed class notice. The Court entered the
20 Preliminary Approval Order after review and consideration of all of the pleadings filed in
21 connection herewith.

22 In compliance with the Preliminary Approval Order, the Class Notice was sent to all
23 Class Members via first class mail. The notice process was timely completed.

24 This Court finds that the Settlement appears to be the product of serious, informed, non-
25 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
26 treatment to any individuals. The Court further finds that the Settlement is fair, reasonable and
27 adequate, that due and adequate notice was provided to Class Members, and that Plaintiffs have
28 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 as set forth 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.

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

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

2. The Court has jurisdiction over the subject matter of the Litigation, the Class Representatives, the Class, and Defendant.

3. The motion seeking final approval of the settlement is granted. Final Judgment shall be entered pursuant to the Settlement Agreement.

4. Solely for purposes of effectuating the Settlement this Court has certified the Class as “Defendant’s past and present non-exempt California employees who worked for Defendant at any time during the Settlement Period (March 15, 2018 through December 31, 2024)”. 5,042 Class Members were provided notice of the Settlement. Four (4) class members have opted out. Therefore, the number of Class Members subject to this settlement is comprised of 5,038 unique individuals (“Participating Settlement Class Members”). The Court deems this definition sufficient for purposes of California Rules of Court 3.765(a) and 3.771.

5. The Settlement is not an admission by Defendant, nor is this Judgment a finding of the validity or of any wrongdoing by Defendant. Neither this Judgment, nor the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of the Defendant.

6. The Court finds that the dissemination of the Class Notice constituted the best

1 notice practicable under the circumstances to all Persons within the definition of the Class, and
2 fully met the requirements of California law and due process under the United States
3 Constitution.

4 7. The Court approves the Settlement of the above-captioned action, as set forth in
5 the Settlement Agreement, and the releases and other terms set forth therein, as fair, just,
6 reasonable, and adequate. The Parties are directed to perform their duties in accordance with the
7 terms set forth in the Settlement Agreement.

8 8. With respect to the Class and for purposes of approving the Settlement only and
9 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
10 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
11 questions of law or fact common to the Class, and there is a well-defined community of interest
12 among Class Members with respect to the subject matter of the claims in the litigation; (c) the
13 claims of Class Representatives are typical of the claims of the members of the Class; (d) the
14 Class Representatives have fairly and adequately protected the interests of the members of the
15 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
16 controversy; and (f) the counsel of record for the Class Representatives, i.e., Class Counsel, are
17 qualified to serve as counsel for the Plaintiffs in their individual and representative capacities and
18 for the Class.

19 9. Upon the Effective Date, the Class Representatives shall have, by operation of
20 this Judgment, fully, finally and forever generally released, relinquished, and discharged
21 Defendant and the Released Parties as set forth in the Settlement Agreement.

22 10. Except as otherwise provided in the Settlement Agreement and approved by this
23 Court, the Parties are to bear their own costs and attorneys' fees.

24 11. The Court approves the individual Settlement Awards to Settlement Class
25 Members, which shall be distributed pursuant to the terms of the Settlement Agreement.

26 12. Within fifteen (15) calendar days following the Effective Date, Defendant will
27 deposit the full Settlement Amount, in addition to all Employer Taxes, into the QSF through the
28 Settlement Administrator. The Gross Settlement Amount shall include (a) all individuals

1 Settlement Awards; (b) the Class Counsel Award of fees in the amount of \$1,137,500.00 and
2 reimbursement of costs in the amount of \$29,097.59; (b) the Service Awards to the Class
3 Representatives in the amount of \$10,000.00 to each Plaintiff for a total of \$30,000.00; (c) the
4 sum of \$100,000.00 to be paid for PAGA Penalties (75% of which shall be paid to the LWDA
5 and 25% of which shall be paid to Class Members employed during the PAGA period); and (d)
6 \$31,000.00 to the Settlement Administrator, Phoenix Settlement Administrators, for
7 Administrative Costs. The Court finds that these amounts are fair and reasonable.

8 13. Accordingly, the Court hereby enters Final Judgment in this case in accordance
9 with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting
10 the finality of the Settlement or Judgment entered thereon, this Court shall have and retain
11 exclusive and continuing jurisdiction over the action and the Parties, including all Class
12 Members, solely for purposes of (i) the interpretation and enforcement of the terms of this Order
13 and the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters
14 as may be appropriate under court rules or as set forth in the Settlement Agreement.
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16 IT IS SO ORDERED AND ADJUDGED.
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19 DATED: _____

Honorable Tamara L. Mosbarger
Judge of the Superior Court
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