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Superior Court of California,
County of Monterey
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By Deputy: Conder, Perla

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

SHARON MORRIS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

COMMUNITY HOSPITAL OF THE
MONTEREY PENINSULA, a California
nonprofit corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 21CV001953

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: September 13, 2022

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: June 16, 2021

FAC Filed: August 6, 2021

SAC Filed: January 24, 2022

Trial Date: None Set

1 Plaintiff Sharon Morris (“Plaintiff”) and Defendant Community Hospital of the Monterey
2 Peninsula (“Defendant”) (collectively, the “Settling Parties”) have entered into the Joint
3 Stipulation of Class Action Settlement (“Stipulation” or “Settlement Agreement”) to settle the
4 above-captioned class action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
7 submitted, and the presentations made in connection with the Motion which came on for hearing
8 on September 13, 2022.

9 **I. BACKGROUND**

10 On June 16, 2021, Plaintiff filed a class action complaint against Defendant in the
11 Superior Court of California, County of Monterey (the “Action”). Plaintiff subsequently
12 amended her complaint twice, first on August 6, 2021, and again on January 24, 2022.

13 The Second Amended Complaint filed on January 24, 2022 is the operative complaint
14 and alleges claims for: (1) violation of Labor Code § 246; (2) violation of Labor Code §§ 201-
15 203; (3) violation of Labor Code § 226.7; (4) violation of Labor Code §§ 226.7 and 512; (5)
16 violation of Business & Professions Code § 17200, *et seq.*; and (6) violation of the Private
17 Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.* predicated on the same violations
18 as the class claims.

19 **A. Class Members**

20 The “Class” is defined as “all current and former non-exempt employees employed by
21 Defendant in the State of California from June 16, 2017, through July 22, 2021 (the “Class
22 Period”).”

23 **B. Operation of the Settlement.**

24 Pursuant to the Preliminary Approval Order, this Court conditionally certified the Class
25 and granted preliminary approval of the Settlement. The Preliminary Approval Order also
26 approved of the proposed form of class notice and notice plan. The Court entered the
27 Preliminary Approval Order after review and consideration of the pleadings filed in connection
28 herewith, and the oral presentations made by counsel at the hearing.

1 In compliance with the Preliminary Approval Order, the Notice of Class Action
2 Settlement (“Notice Packet”) was sent to all Class Members via first class mail. The notice
3 dissemination process was timely completed.

4 This Court finds that the Settlement appears to be the product of serious, informed, non-
5 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
6 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
7 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
8 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
9 approval of a class action settlement under California law. Under the provisions of California
10 Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by
11 the California state court in *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court
12 has discretion to certify a class where:

13 [Q]uestions of law or fact common to the members of the class
14 predominate over any questions affecting only individual members,
15 and that a class action is superior to the available methods for the
16 fair and efficient adjudication of the controversy...Fed. R. Civ.
Proc. 23.

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

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

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

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

24 3. The Court finds that the dissemination of the Notice Packet disseminated to the
25 Class Members, constituted the best notice practicable under the circumstances to all Persons
26 within the definition of the Class, and fully met the requirements of California law and due
27 process under the United States Constitution. No objections or disputes were received by the
28 Parties or the Court through the date of this Order. The Court finds that nine (19) Class

Members submitted a valid and timely request for exclusion from the Settlement as determined by the Settlement Administrator.

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

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

6. The Court hereby certifies the following Class for settlement purposes only: All current and former non-exempt employees employed by Defendant in the State of California from June 16, 2017, through July 22, 2021 (the "Class Period").

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 the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the claims in the Litigation; (c) the claims of Class Representative is typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in her individual and representative capacity and for the Class.

8. Defendant shall fund \$1,450,000.00 of the total Gross Settlement Amount pursuant to the terms of the Settlement Agreement.

9. The Court approves the individual settlement payment amounts, which shall be distributed pursuant to the terms of the Settlement Agreement.

10. The \$1,450,000.00 Gross Settlement Amount shall be used to pay (a) Class Counsel attorneys' fees in the amount of \$325,314. and reimbursement of costs in the amount of \$483,333.33

1 of \$3,209.95; (b) an enhancement payment to the Class Representative Sharon Morris for
2 prosecuting this action on behalf of the Class in the following amount: ~~\$10,000.00~~ ^{\$5,000.}; (c) the sum
3 of \$37,500.00 to be paid to the California Labor and Workforce Development Agency
4 (“LWDA”) pursuant to the PAGA; and (d) \$23,750.00 to the settlement administrator – Phoenix
5 Settlement Administrators (the “Settlement Administrator”) for its fees and costs relating to the
6 settlement administration process. The Court finds that these amounts are fair and reasonable.
7 The allocation and distribution of these amounts from the \$1,450,000 Gross Settlement Amount
8 shall be performed by Settlement Administrator pursuant to the terms of the Settlement
9 Agreement. The Court also finds that Plaintiff’s Counsel complied with the notice procedures to
10 the LWDA as required by PAGA to settle the PAGA claims.

11 11. As of the date of this Order, all Participating Class Members are hereby deemed
12 to have waived and released all Released Claims and are forever barred and enjoined from
13 prosecuting the Released Claims against the Released Parties as fully set forth in the Settlement.
14 The Settlement is not an admission of liability or wrongdoing by Defendant, nor is this Order a
15 finding of the validity of any claims in the Action or of any fault, omission, or wrongdoing by
16 Defendant.

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

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

23 13. This matter is set for report regarding status of compliance with settlement agreement
24 and disbursement of any unclaimed settlement funds on March 28, 2023 at 9 a.m. in
25 DATED: Dept. 15. No appearance necessary if status report showing compliance is filed
26 at least one week prior.

27 September 9, 2022

HON. THOMAS W. WILLS
SUPERIOR COURT OF CALIFORNIA

