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October 10, 2024

FILED
Clerk of the Superior Court

NOV 01 2024

By: R. Day, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

KELLY BELL, individually and on behalf of all
others similarly situated, Plaintiff,

vs.

SCRIPPS HEALTH, INC., a California
corporation; and DOES 1 through 50, inclusive,
Defendants.

Consolidated with:
BARBARAH CABANAS MONREAL

vs.
SCRIPPS HEALTH

SHARLON KIMBLE, SHAUNICE
WILLIAMS vs.
SCRIPPS HEALTH

Lead Case No.

37-2022-00005620-CU-OE-CTL

[Consolidated with Case Nos.

37-2022-00006729-CU-OE-CTL

37-2022-00010056-CU-OE-CTL]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
CERTIFICATION, AND AWARD OF
ATTORNEY FEES, COSTS AND
EXPENSES AND INCENTIVE AWARDS**

HEARING:

DATE: November 1, 2024

TIME: 9:00 a.m.

DEPT: C-73

1 WHEREAS, the above-styled Action was first filed on February 10, 2022;

2 WHEREAS, Plaintiffs Kelly Bell, Barbarah Cabanas Monreal, Sharlon Kimble and Shaunice
3 Williams ("Representative Plaintiffs"), individually and on behalf of themselves and the proposed
4 Settlement Class (defined below), and Defendant Scripps Health ("Scripps" or "Defendant")
5 (collectively, the "Settling Parties"), have entered into a Settlement Agreement and Release
6 ("Settlement Agreement") resolving the Action, subject to Court approval;

7 WHEREAS, the Action was settled as a result of arm's-length negotiations, investigation and
8 informal discovery sufficient to permit counsel and the Court to act knowingly, and counsel are well
9 experienced in similar class action litigation;

10 WHEREAS, the Court having considered the Settlement Agreement and having preliminarily
11 approved the settlement and notice process, which was carried out by the Settlement Administrator
12 as ordered and the October 4, 2024, deadline to request exclusion from the Settlement has passed;

13 WHEREAS Class Representatives have moved this Court for entry of an order granting final
14 approval of the Settlement, certifying the Settlement Class for settlement purposes only, and an award
15 of incentive payments to Class Representatives, and awarding Class Counsel attorney fees and costs;
16 and the Court having held a Final Approval Hearing on November 1, 2024, and having considered all
17 the submissions and arguments with respect to the settlement, and otherwise being fully informed,
18 and good cause appearing therefore, the Court hereby orders as follows:

19 **I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

20 1. Representative Plaintiffs' Motion for Final Approval of Class Action Settlement and
21 Class Representatives' motion for an award of attorney fees, costs, expenses and incentive awards to
22 Class Representatives are GRANTED.

23 2. This Order incorporates herein and makes a part hereof, the Settlement Agreement
24 (including any exhibits included therein) and the Preliminary Approval Order. Unless otherwise
25 provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall
26 have the same meanings and purposes of this Order.

1 3. The Court has subject matter over this action including, without limitation, jurisdiction
2 to approve the settlement, confirm certification of the Settlement Class for settlement purposes only,
3 to settle and release all claims released in the settlement, and to dismiss the Action with prejudice.

4 **I. CERTIFICATION OF THE SETTLEMENT CLASS**

5 4. Based on its review of the record, including the Settlement, all submissions in support
6 of the Settlement, and all prior proceedings in the Action, the Court finally certifies the following
7 Settlement Class for settlement purposes only:

8 All persons who worked for Defendant as a non-exempt, hourly employee in
9 California at any time from February 9, 2021 to March 22, 2024.

10 5. Excluded from the Settlement Class are: (1) the Judges presiding over the Action and
11 members of their families; (2) Scripps, its subsidiaries, parent companies, successors, predecessors,
12 and any Entity in which Scripps or its parents have a controlling interest, and its current or former
13 officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion
14 prior to the Opt-Out Deadline; (4) the successors or assigns of any such excluded natural person.

15 6. For settlement purposes only, with respect to the Settlement Class, the Court
16 preliminary finds the prerequisites for a class action pursuant to California Code of Civil Procedure
17 382 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual
18 Settlement Class members in a single proceeding is impracticable; (b) questions of law and fact
19 common to all Settlement Class Members predominate over any potential individual questions; (c)
20 the claims of the Named Plaintiffs are typical of the claims of the Settlement Class; (d) Named
21 Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of the
22 Settlement Class; and (e) a class action is the superior method to fairly and efficiently adjudicate this
23 controversy.

24 **II. NOTICE TO THE SETTLEMENT CLASS AND PAGA AGGRIEVED**
25 **EMPLOYEES**

26 7. The Court finds that Notice has been given to the Settlement Class in the manner
27 directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was
28 reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably

1 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
2 Action, the terms of the Settlement including its release of Released Claims, their right to exclude
3 themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear
4 at the Final Approval Hearing (either on their own or through counsel hired at their own expense),
5 and the binding effect of final approval of the Settlement on all persons who do not exclude
6 themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all
7 persons entitled to receive notice; and (iv) fully satisfied the requirements of California Code of Civil
8 Procedure §382, the United States Constitution (including the Due Process Clause), and any other
9 applicable law.

10 **III. FINAL APPROVAL OF THE SETTLEMENT**

11 8. The Court finds that the Settlement resulted from arm's-length negotiations between
12 Class Counsel and Defendant.

13 9. The Court hereby finally approves in all respects the Settlement as fair, reasonable,
14 and adequate, and in the best interest of the Settlement Class.

15 10. The Court finds that Class Representatives and Class Counsel fairly and adequately
16 represented the interests of Settlement Class Members in connection with the Settlement.

17 11. The Parties shall consummate the Settlement in accordance with the terms thereof.
18 The Settlement, and each and every term and provision thereof, including its release, shall be deemed
19 incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order
20 of this Court.

21 **IV. RELEASE**

22 12. Upon the Effective Date, each Settlement Class Member, including Class
23 Representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally,
24 and forever released, relinquished, and discharged all Released Claims.

25 13. Upon the Effective Date, Scripps shall be deemed to have, and by operation of the
26 Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each
27 and all of the Settlement Class Members, and Plaintiffs' counsel of all claims, including Unknown
28 Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution

1 of the Action or the Released Claims, except for enforcement of the Settlement Agreement. Any other
2 claims or defenses Scripps may have against Settlement Class Members including, without limitation,
3 any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other
4 business relationship with such Settlement Class Members that are not based upon or do not arise out
5 of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims
6 are specifically preserved and shall not be affected by the preceding sentence.

7 14. For purposes of this Order and Judgment, "Released Claims" collectively means any
8 and all claims, rights, demands, liabilities, and causes of action under state and federal law for unpaid
9 wages, overtime, damages, penalties, interest, and attorneys' fees arising from, or reasonably related
10 to, the claims asserted in the Amended Consolidated Complaint and previously filed Complaints in
11 this Action, during the Covered Period, including without limitation: (i) all claims for unpaid wages;
12 (ii) all claims for unpaid overtime; (iii) all claims for meal and rest break violations; (iv) all claims
13 for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages
14 during employment; (vi) all claims for wage statement violations; (vii) all claims for sick pay
15 violations; (viii) all claims for unlawful deduction of wages; (ix) all claims for failure to maintain
16 time and payroll records; (x) related claims asserted under the California Business & Professions
17 Code §17200, *et seq.*, (the "UCL"); and (xi) any claims that reasonably relate to, or derive from, the
18 claims enumerated herein, to the fullest extent permissible by law.

19 15. For purposes of this Order and Judgment, "Released PAGA Claims" means, any and
20 all claims for penalties under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code
21 §§2698, *et seq.*, "PAGA") that were alleged, or reasonably could have been alleged, based on the facts
22 stated in the Amended Consolidated Complaint and previously filed Complaints in this Action, during
23 the Covered Period.

24 16. For purposes of this Order and Judgment, "Released Parties" means Defendant Scripps
25 Health, its past or present officers, directors, shareholders, employees, agents, principals, heirs,
26 representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective
27 successors and predecessors in interest, subsidiaries, affiliates, related entities, parents, and attorneys,
28 if any.

1 17. Further, upon the Effective Date, and to the fullest extent permitted by law, each
2 Settlement Class Member, including Class Representatives, shall, either directly, indirectly,
3 representatively, as a member of or on behalf of the general public or in any capacity, be permanently
4 barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in
5 this or any other forum (other than participation in the Settlement as provided herein) in which any
6 of the Released Claims is asserted.

7 **V. ATTORNEYS' FEES, COSTS AND EXPENSES, AND REPRESENTATIVE**
8 **PLAINTIFFS' INCENTIVE AWARDS**

9 18. The Court awards Class Counsel attorneys' fees of \$894,333 and costs and expenses
10 of \$31,705.28.

11 19. The Court awards payment of Incentive Awards in the amount of \$10,000 to each of
12 the Representative Plaintiffs.

13 20. The Court directs the Settlement Administrator to pay such amounts in attorneys' fees,
14 costs and expenses, and incentive awards in accordance with the terms as set forth in the Motion for
15 Final Approval.

16 **VI. OTHER PROVISIONS**

17 21. Without affecting the finality of this Judgment in any way, the Court retains continuing
18 jurisdiction over the Parties and the Settlement Class for the administration, consummation, and
19 enforcement of the terms of the Settlement Agreement.

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21 ///

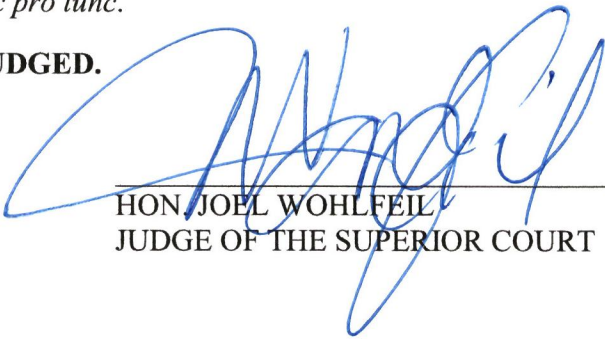
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1 20. In the event the Effective Date does not occur, this Order shall be rendered null and
2 void and shall be vacated and, in such event, as provided in the Settlement, this Order and all orders
3 entered in connection herewith shall be vacated and null and void, the Parties shall be restored to their
4 respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses
5 will be preserved, and the terms and provisions of the Settlement shall have no further force and effect
6 with respect to the Parties and shall not be used in the Action or in any other proceeding for any
7 purpose, and any judgment or order entered by the Court in accordance with the terms of the
8 Settlement shall be treated as vacated, *nunc pro tunc*.

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

10
11 Dated:

11-1-24


HON. JOEL WOHLFEIL
JUDGE OF THE SUPERIOR COURT