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15 Attorneys for Plaintiffs SUZANNE M. RYAN and RUTH ELKINS,
16 individually and on behalf of others similarly situated

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF SACRAMENTO**

19 SUZANNE M. RYAN, individually and on
20 behalf of herself and others similarly
21 situated,

22 Plaintiff,

23 vs.

24 DIGNITY HEALTH, a California
25 corporation, and DOES 1 through 100,
26 inclusive,

27 Defendants.

28 RUTH ELKINS, individually and on
29 behalf of all others similarly situated,

30 Plaintiff,

31 vs.

32 DIGNITY HEALTH, a California
33 corporation, and DOES 1 through 100,
34 inclusive,

35 Defendants.

FILED/ENDORSED

JAN 25 2018

By D. Lashley, Deputy Clerk

Lead Case No. 34-2013-00147371-CU-OE-GDS
Consolidated With: 34-2014-00161389

CLASS ACTION

[PROPOSED]

**ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: January 25, 2018
Time: 1:30 p.m.
Dept: 35
Judge: Honorable Alan G. Perkins

Ryan Complaint Filed: June 27, 2013
Trial Date: None set

Elkins Complaint Filed: April 3, 2014
Trial date: None set

1 This matter came on for hearing on January 25, 2018 at 1:30 p.m. in Department 35 of the
2 above-captioned Court on Plaintiffs' Motion for Order Granting Final Approval of Class Action
3 Settlement and Entering Judgment ("Motion"), this Court's Order Granting Preliminary Approval
4 of Class Action Settlement filed on September 15, 2017, and the Stipulation and Settlement of
5 Class Action Claims filed September 12, 2017, ("Settlement Agreement").

6 In accordance with the Order Granting Preliminary Approval, Class Members were given
7 notice of the terms of the Settlement, of the right to participate in the Settlement and to receive a
8 Settlement payment, of their right to comment upon or object to the Settlement or to any of its
9 terms, of their right to request exclusion from the Settlement, and of the date set for the final
10 approval hearing. Having received and considered the Settlement Agreement, the supporting
11 papers filed by the Parties, and the evidence and argument received by the Court in conjunction
12 with the Motion for Preliminary Approval of Class Action Settlement heard by the Court, the
13 Motion for Order Granting Final Approval, the Court grants final approval of the Settlement and
14 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

15 1. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, a
16 Notice of Class Action Settlement ("Notice"), Change of Address form, and pre-printed return
17 envelope ("Notice Packet") were mailed to each member of the Class by first-class U.S. mail. The
18 Notice informed the Class of the terms of the Settlement, of their right to receive their proportional
19 share of the Settlement without the return of a claim form, of their right to comment upon or object
20 to the Settlement, of their right to request exclusion from the Settlement and of their right to appear
21 in person or by counsel at the final approval hearing and to be heard regarding approval of the
22 Settlement. Adequate periods of time were provided by each of these procedures. Class Members
23 were also informed of the date and time set for the Final Approval hearing.

24 2. Two members of the Class, Clayton Dezan and Shelley Wardrop, submitted written
25 objections. After considering the objections, and Class Counsel's response to the objections in the
26 motion for final approval, these objections are overruled.

27 3. The Court finds and determines that the notice procedure afforded adequate
28 protections to Class Members and provides the basis for the Court to make an informed decision

1 regarding approval of the Settlement based on the responses of Class Members. The Court finds
2 and determines that the Notice of Class Action Settlement provided in this litigation was the best
3 notice practicable, which satisfied the requirements of law and due process.

4 4. The Court hereby approves the terms set forth in the Settlement Agreement and
5 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
6 effectuate the Settlement according to its terms. The Court finds that the Settlement was reached as
7 a result of informed and non-collusive arms'-length negotiations. The Court further finds that the
8 Parties conducted extensive investigation, research, and formal and informal discovery, and that
9 their attorneys were able to reasonably evaluate their respective positions. The Court also finds that
10 the Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
11 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
12 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
13 value provided to the Class.

14 5. The Court further finds and determines that the terms of the Settlement are fair,
15 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
16 finally approved, and that all terms and provisions of the Settlement should be and hereby are
17 ordered to be consummated.

18 6. With respect to the Class and for purposes of approving this Settlement only, this
19 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
20 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
21 settlement Class, and there is a well-defined community of interest among members of the
22 settlement Class with respect to the subject matter of the action; (c) the claims of Class
23 Representatives, Suzanne M. Ryan and Ruth Elkins, are typical of the claims of the members of
24 the Class; (d) the Class Representatives have fairly and adequately protected the interests of the
25 members of the Class; (e) a class action is superior to other available methods for an efficient
26 adjudication of this controversy; and (f) the counsel of record for the Class Representatives, i.e.,
27 Class Counsel, are qualified to serve as counsel for Plaintiffs in their individual and representative
28 capacity for the Class.

1 7. For purposes of this Settlement, the Court has certified a Class, as that term is
2 defined as: All Registered Nurses employed by Dignity Health in California who were paid at
3 least one missed meal or rest period premium payment sometime during the period from June 27,
4 2009 to May 2, 2017 (to the extent these individuals have not already released such claims
5 pursuant to the settlement in Bryant v. Dignity Health, wherein all Registered Nurses from French
6 Hospital, Marian Medical Center and Arroyo Grande Community Hospital released the claims
7 asserted herein for the period of August 3, 2007 to April 20, 2016). Further, the Court deems this
8 definition sufficient for purposes of California Rule of Court 3.765(a).

9 8. The Court hereby confirms Cohelan Khoury & Singer as Class Counsel in the
10 action.

11 9. The Court hereby confirms Suzanne M. Ryan and Ruth Elkins as the Class
12 Representatives in this action.

13 10. The Court finds and determines that the individual settlement payments to be paid
14 to participating Class Members (those who have not timely requested exclusion from the action) as
15 provided for by the Settlement are fair and reasonable. The Court hereby grants final approval to
16 and orders the payment of those amounts be made to the participating Class Members in
17 accordance with the terms of the Settlement Agreement.

18 11. The Court finds and determines that the payment to the California Labor and
19 Workforce Development Agency to satisfy alleged Labor Code violations pursuant to the
20 California Labor Code's Private Attorneys' General Act of 2004 ("PAGA") in the sum of \$3,750
21 (75% of the \$5,000 payment allocated to settlement of the PAGA claim) is fair and reasonable.
22 The Court hereby grants final approval and orders the payment to Labor and Workforce
23 Development Agency in accordance with the terms of the Settlement Agreement.

24 12. The Court finds and determines the Class Representative Service payment award of
25 \$5,000 to Plaintiff Suzanne M. Ryan is fair and reasonable. The Court hereby orders the
26 Administrator to make this payment to the Plaintiff/Class Representative in accordance with the
27 terms of the Settlement Agreement.

1 13. The Court finds and determines the Class Representative Service payment award of
2 \$5,000 to Plaintiff Ruth Elkins is fair and reasonable. The Court hereby orders the Administrator to
3 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
4 Settlement Agreement.

5 14. The Court finds and determines that the payment to be paid to Rust Consulting,
6 Inc., the Administrator in the sum of \$55,000 for its fee and expenses incurred is fair and
7 reasonable. The Court hereby orders the Administrator to make this payment to itself in
8 accordance with the terms of the Settlement Agreement.

9 15. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
10 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
11 of \$130,350 and litigation costs of \$19,500. The Court finds such amounts to be fair and
12 reasonable. The Court hereby orders the Administrator to make these payments in accordance with
13 the terms of the Settlement Agreement.

14 16. Neither Defendant nor any related persons or entities shall have any further liability
15 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
16 provided for by the Settlement Agreement.

17 17. Nothing in this Order shall preclude any action to enforce the Parties' obligations
18 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
19 Defendant make payments to participating Class Members in accordance with the Settlement
20 Agreement.

21 18. The Court hereby enters final judgment in this case in accordance with the terms of
22 the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement filed
23 September 15, 2017 and this Order.

24 19. The Parties are hereby ordered to comply with the terms of the Settlement
25 Agreement.

26 20. The Parties shall bear their own costs and attorneys' fees except as otherwise
27 provided by the Settlement Agreement and this Order.

28

1 21. Without affecting the finality of this Order in any way, the Court retains jurisdiction
2 of all matters relating to the interpretation, administration, implementation, effectuation and
3 enforcement of this order and the Settlement Agreement.

4 **JUDGMENT**

5 22. This document shall constitute a judgment for purposes of California Rules of
6 Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment in
7 favor of Plaintiffs and the Class shall be entered within the meaning and for purposes of Code of
8 Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of
9 Court and against Defendant, whereby Plaintiffs and the Class shall take nothing from Defendant
10 except as expressly set forth in the Settlement Agreement.

11 IT IS SO ORDERED.

12
13 Date: 1/25/18

ALAN G. PERKINS

The Honorable Alan G. Perkins
Judge of the Superior Court

