

FILED

MAY 26 2022

FRESNO COUNTY SUPERIOR COURT
By _____ DEPT. 403

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5/2/2022 10:32 AM
FRESNO COUNTY SUPERIOR COURT
By: Estela Alvarado, Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF FRESNO

MARILOU MOYA, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

SAINT AGNES MEDICAL CENTER, a
California Corporation, TRINITY HEALTH
CORPORATION an Indiana Corporation dba
TRINITY HEALTH, and DOES 1 through 10,
inclusive.

Defendants.

Case No.: 20CECG00975

CLASS ACTION and

PAGA REPRESENTATIVE ACTION

~~PROPOSED~~ FINAL JUDGMENT AND
ORDER APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT

Date: May 24, 2022

Time: 3:30 p.m.

Judge: Kristi Culver Kapetan

Dept.: 403

Trial Date: N/A

Complaint Filed: March 16, 2020

1 ~~PROPOSED~~ FINAL JUDGMENT AND ORDER

2 This matter came before the Court on May 24, 2022, at 3:30 p.m. in Department 403 of the
3 Fresno County Superior Court, Honorable Kristi Culver Kapetan presiding, for a hearing on
4 Plaintiff's Motions for (1) Final Approval of Class and Representative Action Settlement; and for
5 (2) Approval of Attorneys' Fees and Costs, and Class Representative's Service Award. Due and
6 adequate notice having been given to Class Members as required by the Court's December 14, 2021
7 Order Granting Plaintiff's Motion for Preliminary Approval of Class Settlement, which required
8 Class Notice to be given to the Class, the Court having considered all papers filed and proceedings
9 in this action, and determining that the settlement is fair, adequate, and reasonable, and otherwise
10 being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED,**
11 **AND DECREED AS FOLLOWS:**

12 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement
13 as though fully set forth herein, and all terms used herein shall have the same meaning as set forth
14 in the Settlement Agreement.

15 2. This Court has jurisdiction over the claims of the members of the Class asserted in this
16 proceeding, personal jurisdiction over the Plaintiff and Defendants, and the members of the Class,
17 as defined in the Settlement Agreement.

18 3. The Court certifies and approves, for settlement purposes only, the following Class
19 described in the Settlement Agreement:

20 All current and former hourly-paid or non-exempt employees employed with the job
21 title Patient Access Representative who worked for Defendants within the State of
22 California at any time during the period from March 16, 2016 to December 14, 2021.

23 4. Notice given to the class fully and accurately informed Class Members of all material
24 elements of the proposed settlement and of their opportunity to exclude themselves from, object
25 to, or comment on the settlement, and to appear at the final approval hearing. The notice was
26 reasonable and the best notice practicable under the circumstances. Accordingly, this Court
27 finds that the notice program described in the Settlement and completed by the Settlement
28

1 Administrator complied fully with the requirements of due process, Rule 3.766 of the California
2 Rules of Court, and all other applicable laws.

3 5. The Settlement Agreement is not an admission by Defendants or by any other Released
4 Parties nor is this Order a finding of the validity of any allegations or of any wrongdoing by
5 Defendants or any other Released Parties. Neither this Order, the Settlement Agreement, nor any
6 document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
7 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
8 liability whatsoever by or against Defendants or any of the Released Parties.

9 6. There were no objections to nor requests for exclusion from the Settlement.

10 7. Settlement Class Members were given a full opportunity to participate in the Final Approval
11 hearing, and all Settlement Class Members and other persons wishing to be heard have been heard.
12 All Class Members are bound by this Order, including releases provided for in the Settlement and
13 this Final Approval Order. As of the effective date of Settlement, by operation of the entry of this
14 Final Approval Order, each Settlement Class Member, including Plaintiff, shall be deemed to have
15 fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all
16 Released Claims that he or she may have against the Released Parties. Class Members are enjoined
17 from prosecuting the Released Claims, and are enjoined from initiating or continuing other
18 proceedings regarding the Released Claims, as provided in the Settlement Agreement. Plaintiff is
19 also bound by a complete and general release of all claims pursuant to California Civil Code § 1542.

20 8. The Court has considered all relevant factors for determining the fairness of the settlement
21 and has concluded that all such factors weigh in favor of granting final approval. In particular, the
22 Court finds that the settlement was reached following meaningful discovery and investigation
23 conducted by Plaintiff's counsel; that the settlement is the result of serious, informed, adversarial
24 and arm's-length negotiations between the parties; and that the terms of the settlement are in all
25 respect fair, adequate, and reasonable.

26 9. In so finding, the Court has considered all evidence presented, including evidence regarding
27 the strength of the Plaintiff's case; the risk, expense, and complexity of the claims presented; the
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1 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
2 discovery completed; and the experience and views of Plaintiff's counsel.

3 10. The Court hereby finds the Individual Settlement Amounts provided to Settlement Class
4 Members under the terms of the Settlement to be fair and reasonable in light of all the
5 circumstances. The Court, therefore, orders the calculations and payments to be made and
6 administered in accordance with the terms of the Settlement Agreement.

7 11. The Court approves a PAGA payment of \$10,000 with a net payment to the LWDA of
8 \$7,500.

9 12. The Court finds that the services provided by the Settlement Administrator were for the
10 benefit of the Class, and the cost of \$4,500 is fair, reasonable, and appropriate for reimbursement.
11 The Court approves payment to Simpluris, Inc. for administration fees, which include all costs and
12 fees incurred to date, as well as estimated costs and fees involved in completing the administration
13 of the Settlement.

14 13. The Court confirms David R. Markham, Maggie K. Realin, and Lisa R. Brevard of The
15 Markham Law Firm, and Walter L. Haines of the United Employees Law Group as Class Counsel
16 in this action. The Court finds that Class Counsel have the sufficient experience, knowledge, and
17 skill to promote and safeguard the interests of the Class. The Court therefore finds that Plaintiff's
18 counsel satisfies the professional and ethical obligations of Class Counsel.

19 14. The Court further approves an award of attorneys' fees of \$120,833.33. The Court finds
20 that this amount is supported by both the application of the percentage fee and the lodestar-plus-
21 multiplier methods for awarding reasonable attorneys' fees.

22 15. In the course of this litigation, Class Counsel incurred \$11,809.35 in litigation costs
23 including in the form of court filing fees, document copying fees, legal research charges, expert
24 fees, mediation fees, and delivery charges. The Court approves the reimbursement to Class Counsel
25 for these costs pursuant to the terms of the Settlement Agreement.

26 16. The Court finds that Marilou Moya is a suitable representative for the Settlement Class and
27 is hereby appointed as the Class Representative. The Court finds that Plaintiff's investment and
28

1 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
2 Settlement Class, and her interests are aligned with those of the Settlement Class.

3 17. The Court finds the Class Representative Service Award in the amount of \$6,000 to Ms.
4 Moya is fair and reasonable compensation based upon the evidence presented regarding the services
5 provided and risks incurred by Plaintiff in assisting Class Counsel.

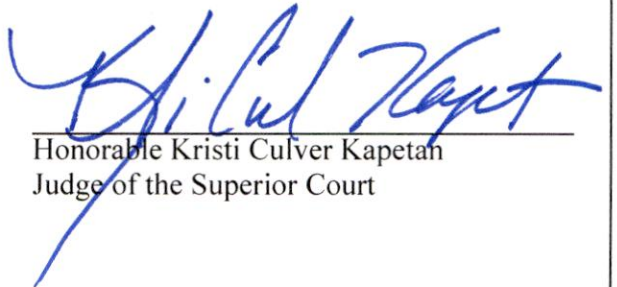
6 18. Without affecting the finality of this Final Approval Order, the Court reserves continuing
7 and exclusive jurisdiction over the parties to the Settlement, including Defendants, Plaintiff, and
8 Settlement Class Members, to administer, supervise, construe and enforce the Settlement in
9 accordance with its terms.

10 19. Plaintiff shall file a settlement administrator's declaration regarding the final accounting of
11 the settlement funds, including the amount representing any uncashed settlement checks, by
12 December 16, 2022.

13 20. The Settlement Administrator shall distribute the amount representing uncashed checks to
14 Children's Law Center of California, a nonprofit children's legal services organization. This
15 distribution is in accordance with California Code of Civil Procedure Section 384(b) as the
16 uncashed settlement checks will be distributed to a child advocacy program.

17 **IT IS SO ORDERED.**

18
19 Dated: 5/24/22



Honorable Kristi Culver Kapetan
Judge of the Superior Court