

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Email: Kyle@bamlawca.com

Website: www.bamlawca.com

Eric K. Yaeckel [CSB No. 274608]

yaeckel@sullivanlawgroupapc.com

Ryan T. Kuhn [CSB No. 324538]

ryan@sullivanlawgroupapc.com

SULLIVAN & YAECKEL LAW GROUP, APC

2330 Third Avenue

San Diego, California 92101

(619) 702-6760 * (619) 702-6761 FAX

Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

STEPHANIE JONES, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

RADY CHILDREN'S HOSPITAL-SAN
DIEGO, a Corporation; and DOES 1 through
50, inclusive,

Defendants.

[AND CONSOLIDATED MATTERS]

CASE NO.: **37-2023-00027035-CU-OE-CTL**

[Consolidated with:

37-2023-00041000-CU-OE-CTL and
37-2024-00018852-CU-OE-CTL]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: April 25, 2025

Hearing Time: 1:30 p.m.

Judge: Hon. Katherine Bacal
Dept.: 63

Date Action Filed: June 28, 2023

Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable Katherine Bacal of the Superior Court of
2 the State of California, in and for the County San Diego, on April 25, 2025, for the motion by
3 Plaintiffs Stephanie Jones, Juliet Barnia, and Kristin Diane Fleischman (“Plaintiffs”) for
4 preliminary approval of the class settlement with Defendant Rady Children’s Hospital – San
5 Diego (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
6 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
7 Preliminary Approval of Class Action Settlement.

8
9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Joint Stipulation of Class and PAGA Action
11 Settlement and Release (“Agreement” or “Settlement Agreement”) attached as Exhibit #1 to the
12 Declaration of Kyle Nordrehaug in Support of Plaintiffs’ Motion for Preliminary Approval of
13 Class Action Settlement. This is based on the Court’s determination that the Settlement set forth
14 in the Agreement is within the range of possible final approval, pursuant to the provisions of
15 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. The Maximum Settlement Amount is One Million Nine Hundred Thousand
19 Dollars and Zero Cents (\$1,900,000.00). It appears to the Court on a preliminary basis that the
20 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
21 when balanced against the probable outcome of further litigation and the significant risks relating
22 to certification, liability and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their
24 respective positions. It further appears to the Court that settlement at this time will avoid
25 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
26 presented by the further prosecution of the Actions. It further appears that the Settlement has been
27 reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore

1 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the
2 probable outcome of further litigation and the significant risks relating to certification, liability,
3 and damages issues.

4 4. The Agreement specifies an attorneys' fees award not to exceed 33 and 1/3% of the
5 Maximum Settlement Amount, which is currently estimated to be \$633,333.33, an award of
6 litigation expenses incurred, not to exceed \$85,000, and proposed Class Representative
7 Enhancement Payments to the Plaintiffs in an amount not to exceed \$10,000 each. The Court will
8 not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the
9 Final Approval Hearing.

10 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
11 certification of a class for settlement purposes only. This stipulation will not be deemed
12 admissible in this or any other proceeding should this Settlement not become final. For settlement
13 purposes only, the Court conditionally certifies the following Settlement Class: "all current and
14 former hourly non-exempt persons employed by Defendant Rady Children's Hospital-San Diego,
15 in the State of California between September 2, 2022 through March 18, 2025."

16 6. The Court concludes that, for settlement purposes only, the Settlement Class meets
17 the requirements for certification under section 382 of the California Code of Civil Procedure in
18 that: (a) the Settlement Class is ascertainable and so numerous that joinder of all Class Members is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Settlement Class with respect to the subject
21 matter of the litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of
22 the Settlement Class; (d) the Plaintiffs can fairly and adequately protect the interests of the
23 members of the Settlement Class; (e) a class action is superior to other available methods for the
24 efficient resolution of this controversy; and (f) counsel for the Settlement Class is qualified to act
25 as counsel for the Settlement Class and the Plaintiffs are adequate representatives of the
26 Settlement Class.

27 7. The Court provisionally appoints Plaintiffs as the representatives of the Settlement
28

1 Class. The Court provisionally appoints Sullivan & Yaeckel Law Group, APC, Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP, and James Hawkins APLC as Class Counsel for the
3 Settlement Class.

4 8. The Court hereby approves, as to form and content, the Notice of Pendency of
5 Class Action and Proposed Settlement (“Class Notice”) attached to the Agreement as Exhibit A.
6 The Court finds that the Class Notice appears to fully and accurately inform the Class of all
7 material elements of the proposed Settlement, of the Class Members’ right to be excluded from the
8 Settlement Class by submitting a written opt-out request, and of each Class Member’s right and
9 opportunity to object to the Settlement. The Court further finds that the distribution of the Class
10 Notice substantially in the manner and form set forth in the Agreement and this Order meets the
11 requirements of due process, is the best notice practicable under the circumstances, and shall
12 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
13 the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

14 9. The Court hereby appoints CAC Services Group, LLC as the Settlement
15 Administrator. No later than fifteen (15) days after preliminary approval of the Settlement by the
16 Court, Defendant shall provide the Settlement Administrator with an electronic spreadsheet with
17 the Class List. The Administrator will perform address updates and verifications as necessary
18 prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no
19 event later than 10 days after receiving the Class List, the Settlement Administrator will mail the
20 Class Notice Packets to all Class Members via first-class U.S. Mail. Before mailing Class
21 Notices, the Settlement Administrator shall update Class Member addresses using the National
22 Change of Address database.

23 10. The Court hereby preliminarily approves the proposed procedure for exclusion
24 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
25 from the Settlement Class as provided in the Class Notice by following the instructions for
26 requesting exclusion from the Class that are set forth in the Class Notice. All Requests for
27 Exclusion must be postmarked by no later than the Response Deadline, which is thirty (30)

1 calendar days after the date of the mailing of the Class Notice and be received by the
2 Administrator. If the Class Notice Packet is re-mailed, the Response Deadline shall be extended
3 fifteen (15) calendar days from the date of the re-mailing or the original thirty (30) day deadline,
4 whichever is later. Any such person who chooses to opt out of and be excluded from the Class will
5 not be entitled to any recovery under the Settlement and will not be bound by the class portion of
6 the Settlement or have any right to object, appeal or comment thereon. Class Members who have
7 not requested exclusion shall be bound by all determinations of the Court, the Agreement and the
8 Judgment. A Request for Exclusion may only opt out that particular individual, and any attempt
9 to effect an opt out of a group, class, or subclass of individuals is not permitted and will be
10 deemed invalid. Subject to the Court's final approval of the Settlement, the Aggrieved Employees
11 will be paid their Individual PAGA Payment and will remain bound by the release of the PAGA
12 claims.

13 11. Any Class Member who has not opted out ("Participating Class Member") may
14 appear at the final approval hearing and may object or express the Member's views regarding the
15 Settlement and may present evidence and file briefs or other papers that may be proper and
16 relevant to the issues to be heard and determined by the Court as provided in the Notice.
17 Participating Class Members will have until the Response Deadline, which is thirty (30) calendar
18 days from the date of the mailing of the Class Notices, to submit their written objections to the
19 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
20 mailed, the Response Deadline for written objections shall be extended fifteen (15) calendar days
21 from the date of the re-mailing or the original thirty (30) day deadline, whichever is later.
22 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
23 oral objection.

24 12. A Final Approval Hearing shall be held before this Court on September 12, 2025,
25 at 1:30 p.m. in Department 63 at the San Diego County Superior Court to determine all necessary
26 matters concerning the Settlement, including: whether the proposed settlement of the Action on
27 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
28

1 should be finally approved by the Court; whether the Final Approval Order and Judgment should
2 be entered herein; whether the plan of allocation contained in the Agreement should be approved
3 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
4 costs, the service award, and the expenses of the Administrator. All papers in support of the
5 motion for final approval and for attorneys' fees, costs and service award, to be heard at the Final
6 Approval Hearing, shall be filed with the Court and served on all counsel no later than sixteen (16)
7 court days before the hearing.

8 13. Neither the Settlement nor any exhibit, document, or instrument delivered
9 thereunder shall be construed as a concession or admission by Defendant in any way that the
10 claims asserted have any merit or that the Actions were properly brought as a class or
11 representative action, and shall not be used as evidence of, or used against Defendant as, an
12 admission or indication in any way, including with respect to any claim of any liability,
13 wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted
14 by any person. Defendant has denied Plaintiffs' allegations and disputes all the claims in the
15 Actions, and maintains that it has fully complied with all applicable laws. Whether or not the
16 Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement,
17 proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any
18 event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for
19 any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption,
20 concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission,
21 concession or damage.

22 14. In the event the Settlement does not become effective in accordance with the terms
23 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
24 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
25 and the Parties shall revert to their respective positions as of before entering into the Agreement,
26 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
27 including all available defenses and affirmative defenses, and arguments that any claim in the
28

1 Actions could not be certified as a class action and/or managed as a representative action. In such
2 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
3 referred to in litigation for any purpose.

4 15. The Court reserves the right to adjourn or continue the date of the final approval
5 hearing and all dates provided for in the Agreement without further notice to Class Members and
6 retains jurisdiction to consider all further applications arising out of or connected with the
7 proposed Settlement.

8 16. The Action is stayed, and all deadlines including trial and related pre-trial dates, if
9 any, are vacated, subject to further orders of the Court at the Final Approval Hearing.

10 **IT IS SO ORDERED.**

11
12 Dated: _____

HON. KATHERINE BACAL
JUDGE, SUPERIOR COURT OF CALIFORNIA