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RECEIVED
~~August 27, 2025~~

FILED
San Diego Superior Court
Central Division

SEP 19 2025

Clerk of the Superior Court
By: A. Yim, Deputy

**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

v.

RADY CHILDREN'S HOSPITAL - SAN
DIEGO, a California Corporation; and DOES
1-10, inclusive

Defendants

CASE NO. 37-2023-00027035-CU-OE-CTL
[Consolidated with:
37-2023-00041000-CU-OE-CTL and
37-2024-00018852-CU-OE-CTL]

~~PROPOSED~~ ORDER: (1) GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND (2) ENTERING
JUDGMENT

Date: September 19, 2025
Time: 1:30 p.m.
Judge: Hon. Katherine Bacal
Dept.: C-63

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 Plaintiffs STEPHANIE JONES, JULIET BARNIA and KRISTIN DIANE
3 FLEISCHMAN's Unopposed Motion for Final Approval of (1) Class Action Settlement; (2)
4 Attorneys' Fees and Costs; and (3) Class Representative Enhancement, in the above-captioned matter,
5 came on for hearing before this Court on September 19, 2025 at 1:30 p.m. Sullivan & Yaeckel Law
6 Group, APC, Blumenthal Nordrehaug Bhowmik De Blouw LLP and James Hawkins APLC
7 appeared on behalf of Plaintiffs and the Class. Lewis, Brisbois, Bisgaard & Smith LLP appeared on
8 behalf of Defendant. On good cause shown, and pursuant to the authority of California statutory and
9 case law, this Court finds that the settlement between Plaintiffs and Defendants was made in good faith
10 and is fair, reasonable and adequate. The Court grants the motion and enters judgment consistent with
11 the following:

12 **IT IS HEREBY ORDERED THAT:**

- 13 1. Plaintiff's Motion for Final Approval of (1) Class Action Settlement; (2) Attorneys' Fees and
14 Costs; and (3) Class Representative Enhancement Award, is hereby granted.
- 15 2. Pursuant to this Court's Preliminary Approval Order of April 25, 2025, the Notice of Class
16 Action Settlement (the "Class Notice") was sent to the Class, which was previously certified
17 in this Court's Preliminary Approval Order, in the manner specified by the parties Joint
18 Stipulation of Class Action Settlement and Release ("Settlement Agreement."). (The
19 Settlement Agreement is on file with the Court's Register of Actions # 57 as **Exhibit 1.**) The
20 Class Notice informed the Class of the terms of the Settlement, their right to receive their
21 proportional share of the Settlement by not opting out, their right to request exclusion, and their
22 right to object to the Settlement. Adequate periods of time were provided by each of these
23 procedures.
- 24 3. Out of a total of 7,141 Class Members who were sent notice, four (4) have requested exclusion
25 and "Opted-Out" of the settlement.
- 26 4. Zero (0) members of the Class objected to the Settlement.
- 27 5. The Court finds and determines that this notice procedure afforded adequate protections to
28 Class Members and fully and accurately informed the class of all material aspects of the

1 settlement. The Court finds the and determines that the notice provided in this case was the
2 best notice practicable, which satisfied the requirements of law and due process.

3 6. The Court further finds and determines that the terms of the Settlement are fair, reasonable and
4 adequate to the Class and to each Class Member. The Class Members who have not expressly
5 sent a request for exclusion ("Opt-Out"), will be bound by the Settlement. The Settlement is
6 ordered finally approved, and that all terms and provisions of the Settlement should be and
7 hereby are ordered to be consummated.

8 7. The Court finds and determines that the Settlement sums to be paid to the Class Members as
9 provided for by the Settlement are fair and reasonable. The Court hereby gives final approval
10 to and orders the payment of those amounts be made to the Class Members in accordance with
11 the terms of the Settlement.

12 8. The Court finds the payment of \$45,000.00 (75% Share of \$60,000.00 allocation) to the Labor
13 and Workforce Development Agency ("LWDA") in settlement of the LWDA's share of the
14 penalties alleged by Plaintiffs and compromised under the Settlement is fair and reasonable.

15 9. The Court finds and determines that the Class Representative Enhancement Payment to
16 Plaintiffs, Ms. Jones, Ms. Barnia and Ms. Fleischman, in the sum of \$10,000.00 each, in
17 consideration for their service as the Class Representatives, is fair and reasonable. The Court
18 hereby gives final approval to and orders that the payment of the Enhancement be paid as
19 provided by the Settlement Agreement.

20 10. The Court finds and determines that the total payment to the Claims Administrator, CAC
21 Services Group, LLC, in the sum of \$29,598.52 for claims administration expenses in
22 completing its duties pursuant to the terms of the Settlement is fair and reasonable. The Court
23 hereby gives final approval to and orders that the payment of said amount be paid from the as
24 provided for by the Settlement Agreement.

25 11. The Court finds and determines that the payment of \$633,333.33 as Class Counsel's Attorneys'
26 Fees and request for \$59,634.89 for costs of litigation, is fair and reasonable. The Court hereby
27 gives final approval to and orders those amount(s). Pursuant to the parties agreement, those
28 will be further broken down as follows: \$269,166.66 in attorneys' fees and \$23,150.27 in costs

1 to be paid to the Sullivan & Yaeckel Law Group, APC, \$269,166.66 in attorneys' fees and
2 \$32,798.11 in costs to be paid to Blumenthal Nordrehaug Bhowmik De Blouw LLP and
3 \$95,000.01 in attorneys' fees and \$3,686.51 in costs to James Hawkins APLC.

4 12. All "Released Claims" against Defendants by the "Class Members" (as these terms are defined
5 the parties' Settlement Agreement) that have been, or might have been, asserted by any Class
6 Member who did not timely submit a Request for Exclusion, in accordance with the terms of
7 the Settlement Agreement, are hereby released, and all such Class Members shall be forever
8 barred from pursuing any of the Released Claims as set forth in the Settlement Agreement
9 against the Released Parties.

10 13. Accordingly, the Court enters this judgment consistent with the above and the parties'
11 Settlement Agreement.

12 14. Pursuant to California Rules of Court, rule 3.769(h), this Court retains jurisdiction over the
13 parties to enforce this judgment.

14 15. The Court will set a status conference for _____, 2026 at
15 _____ to confirm the completion of the settlement process.

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17 **IT IS SO ORDERED.**

18 Dated: 9/9/25
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21 HON. KATHERINE BACAL
22 JUDGE OF THE SUPERIOR COURT
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