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FILED
Clerk of the Superior Court

AUG - 9 2024

By: T. Abas

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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN DIEGO
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16 JACQUELYN CRANTON and KATRENA
17 ARNOLD, individuals, on behalf of
18 themselves and on behalf of all persons
19 similarly situated,

20 Plaintiff,

21 vs.

22 GROSSMONT HOSPITAL CORPORATION,
23 a California Corporation; and DOES 1 through
24 50, inclusive,

25 Defendants.

CASE NO.: 37-2022-00001574-CU-OE-
CTLConsolidated with Case No.
37-2022-00024671-CU-OE-CTL]

h.f.
~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT

Hearing Date: August 9, 2024
Hearing Time: 9:30 a.m.

Judge: Hon. Gregory W. Pollack
Dept.: 71

Date Action Filed: January 13, 2022
Trial Date: Not set

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FINAL APPROVAL ORDER AND JUDGMENT

1 The motions of Plaintiffs Jacqueline Cranton and Katrena Arnold (“Plaintiffs”) for an
2 order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Grossmont Hospital Corporation (“Defendant”) and for an award of attorneys’ fees and
4 costs, service payments, and the fees of the Administrator duly came on for hearing on August 9,
5 2024 before the Honorable Gregory W. Pollack.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class.

14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Five Million Nine Hundred
16 Fifty Thousand Dollars (\$5,950,000) and the terms set forth in the Agreement are fair, reasonable,
17 and adequate.

18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

25 5. On March 29, 2024, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
3 by first class mail to members of the Class at their last known addresses on or about May 3, 2024.
4 Mailing of the Class Notice to their last known addresses was the best notice option under the
5 circumstances and was reasonably calculated to communicate actual notice of the litigation and
6 the proposed settlement to the Class. The Class Notice given to the Class Members fully and
7 accurately informed the Class Members of all material elements of the proposed Settlement and of
8 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
9 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
10 laws of the State of California, the United States Constitution, due process and other applicable
11 law. The Class Notice fairly and adequately described the Settlement and provided Class
12 Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out of the Class or submitting written objections
14 to the Settlement was July 2, 2024, which was extend by 14 days for re-mailed Class Notices.
15 There was an adequate interval between mailing of the Class Notice and the response deadline to
16 permit Class Members to choose what to do and act on their decision. A full opportunity has been
17 afforded to the Participating Class Members to participate in this hearing, and all Participating
18 Class Members and other persons wishing to be heard have been heard. Class Members also have
19 had a full and fair opportunity to exclude themselves from the proposed Settlement and Class.
20 Accordingly, the Court determines that all Class Members who did not timely and properly submit
21 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Jeffrey Ross, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiffs' investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. Two (2) requests for exclusion were received.

9 e. The participation rate was high. 7,635 Participating Class Members will be
10 mailed a settlement payment, representing 99.97% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$1,983,333 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$59,185.79 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for a Class Representative Service Payments of not more
26 than \$12,500 to each of the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payments in the amount of \$12,500 each to the Plaintiffs are reasonable in
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1 light of the risks and burdens undertaken by the Plaintiffs in the litigation and for their time and
2 effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to
7 the Plaintiffs, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$55,000 in fees and expenses, and this amount is reasonable in
10 light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$120,000, which shall be allocated with 75% (\$90,000) allocated to the LWDA PAGA Payment
14 and 25% (\$30,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$30,000) by the total
17 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
18 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved
19 Employees are all non-exempt employees who are or previously were employed by Defendant in
20 the state of California during the PAGA Period, which is September 23, 2020 through March 20,
21 2024. The Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will be
22 sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
23 Claims as set forth below, whether or not they opt out of the Settlement, because the Aggrieved
24 Employees do not have the right to opt out of the PAGA portion of the Settlement.

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1 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
2 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
3 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
4 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
5 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
6 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
7 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
8 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
9 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
10 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
11 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
12 Released PAGA Claims.

13 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
14 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
15 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
16 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
17 to individual Class Members. Plaintiffs shall serve this Final Approval Order and Judgment on
18 the LWDA.

19 10. If the Agreement does not become final and effective in accordance with the terms
20 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
21 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
22 revert to their respective positions as of before entering into the Agreement, and expressly reserve
23 their respective rights regarding the prosecution and defense of this Action, including all available
24 defenses and affirmative defenses, and arguments that any claim in the Action could not be
25 certified as a class action and/or managed as a representative action.

26 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

27 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
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1 Plaintiff, and all members of the Class, shall take nothing in the Action.

2 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
3 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
4 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
5 arising from or in connection with the distribution of settlement benefits.

6 3. The Parties are authorized to agree to and to adopt such amendments, modifications
7 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
8 Final Approval Order and Judgment and as approved by the Court.

9 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
10 provided in the Agreement and in this Final Approval Order and Judgment.

11 5. As of the Effective Date and upon full funding of the Gross Settlement Amount by
12 Defendant, Participating Class Members, on behalf of themselves and their respective former and
13 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
14 Released Parties from the Released Class Claims. "Released Class Claims" are all of the
15 following claims for violations of the Labor Code that were actually alleged or that could have
16 been alleged based upon the facts alleged in the Operative Complaint in the Action on behalf of
17 the Class Members for the entire Class Period, as well as any and all wage and hour claims and
18 that were asserted or could have been asserted based upon the facts alleged in the Operative
19 Complaint in the Action, arising at any time during the Class Period, including: (a) failure to pay
20 wages including overtime and minimum wage for all hours worked, as well as sick pay at the
21 regular rate of pay; (b) failure to provide meal periods; (c) failure to provide rest periods; (d)
22 failure to timely pay wages at termination/end of employment and during employment; (e) failure
23 to provide accurate wage statements; (f) failure to indemnify for necessary business expenses; (h)
24 unfair business practices (Business and Professions Code section 17200 et seq.); (i) claims for
25 violation of the provisions of Wage Order 5 regarding alleged unpaid wages (both minimum wage
26 and overtime), failure to provide meal periods, failure to authorize and permit rest breaks, failure
27 to provide seating; (j) claims for the attorney's fees and costs incurred in the prosecution of this

1 Action on behalf of the Class Members; (k) any other claims, remedies, penalties, or interest that
2 could have been plead based on the facts alleged in the Operative Complaint filed in the Action;
3 and (l) all claims that Plaintiffs, the Class Members may have against the Released Parties that
4 were based on the facts alleged in the Operative Complaint for: (i) the payment, taxation, and
5 allocation of attorney's fees and costs to Plaintiffs' Counsel pursuant to this Agreement entered
6 into by the parties; and (ii) the payment, taxation, and allocation of Plaintiffs' Payment pursuant to
7 this Agreement entered into by the Parties. The release of the Released Claims shall be effective
8 as to the entire Class Period, defined above; and expressly exclude all other claims, including
9 claims regarding Defendant's obligation to separately pay for Defendant's share of payroll taxes
10 due as a result of this settlement, for vested benefits, wrongful termination, violation of the Fair
11 Employment and Housing Act, unemployment insurance, disability, social security, workers'
12 compensation, and California class claims outside of the Class Period, and Cranton's individual
13 wrongful termination/retaliation claim.

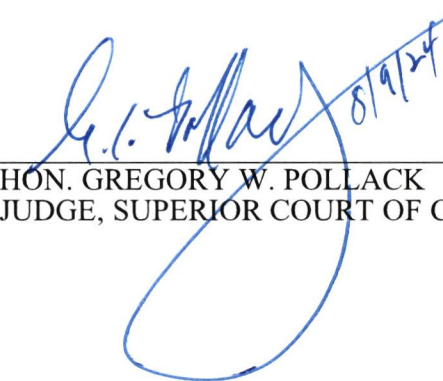
14 6. As of the Effective Date and upon full funding of the Gross Settlement Amount by
15 Defendant, Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves
16 and their respective former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, the Released Parties from all of the Released PAGA Claims. The
18 "Released PAGA Claims" are all claims for civil penalties under PAGA, that were actually
19 alleged or that could have been alleged in the Action by Plaintiffs based on the facts in the PAGA
20 Letters and Operative Complaint, on behalf of the State of California, and the PAGA Employees
21 for the entire PAGA Period, as well as any and all claims for PAGA Penalties that were asserted
22 or could have been asserted based on the factual or legal allegations contained in Plaintiff's PAGA
23 Letters and Operative Complaint in each case that makes up the Action, arising at any time during
24 the PAGA Period, including: (a) penalties under PAGA for alleged violations of Labor Code
25 sections 201-203, 204, *et. seq.*, 210, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197,
26 1197.1, 1198, 2699 *et. seq.*, 2802, (b) penalties under PAGA for violation of the provisions of
27 Wage Order 5 regarding alleged unpaid wages (both minimum wage and overtime), failure to
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1 provide meal periods, failure to authorize and permit rest breaks, failure to provide seating; (c)
2 claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the
3 PAGA Employees. The Released PAGA Claims do not include PAGA claims outside of the
4 PAGA Period.

5 7. As of the Effective Date and upon full funding of the Gross Settlement Amount by
6 Defendant, Plaintiffs generally release and discharge the Defendant and the Released Parties from
7 the Plaintiffs' Release as set forth fully in the Agreement.

8 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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10 Dated: _____

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12 HON. GREGORY W. POLLACK
13 JUDGE, SUPERIOR COURT OF CALIFORNIA
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