

ORIGINAL

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

MAY 05 2025

BY   
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10 Attorneys for Plaintiffs Louis Ames and James Guiffrida,  
11 individually and on behalf of all others similarly situated

12  
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF SAN BERNARDINO  
15  
16

17 LOUIS AMES AND JAMES  
18 GUIFFRIDA, individually and on behalf  
19 of all others similarly situated,

20 Plaintiffs,

21 vs.

22 SAN ANTONIO REGIONAL  
23 HOSPITAL, a California corporation; and  
24 DOES 1 through 20, inclusive,

25 Defendants.

Case No. CIVDS2018953

*Assigned for all purposes to  
Hon. Christian Towns  
Dept. S-26*

**~~PROPOSED~~ ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT**

Date: April 16, 2025  
Time: 8:30 a.m.  
Dept: S-26

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**~~PROPOSED~~ ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS AND PAGA  
ACTION SETTLEMENT**

FILED

1 This matter came on for hearing on April 16, 2025, at 8:30 a.m., in Department S-26 of  
2 the above-captioned Court on the Motion for Final Approval of Class and PAGA Action  
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary  
4 Approval, and the Class and PAGA Action Settlement and Release ("Settlement Agreement"), a  
5 copy of which was filed in conjunction with the Plaintiffs' Motion for Final Approval of Class  
6 Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by  
8 the Parties, and the evidence and argument received by the Court in conjunction with the  
9 unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion  
10 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS  
11 AND MAKES THE FOLLOWING DETERMINATIONS:

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

15 2. Pursuant to the Order Granting Preliminary Approval, a Class Notice was sent to  
16 each Class Member by first-class mail. The Class Notice informed the Class Members of the  
17 terms of the Settlement, their right to receive an individual settlement payments, their right (a) to  
18 comment on or object to the Settlement, (b) to request exclusion from the Settlement and pursue  
19 their own remedies, and (c) of their right to appear in person or by counsel at the Final Approval  
20 Hearing and to be heard regarding approval of the Settlement. Adequate periods of time were  
21 provided by each of these procedures. No Class Member filed written objection to the proposed  
22 Settlement as part of this notice process or stated an intention to appear at the Final Approval  
23 Hearing.

24 3. The Court finds and determines that this notice procedure afforded adequate  
25 protections to Class Members and provides the basis for the Court to make an informed decision  
26 regarding approval of the Settlement based on the responses of the Class Members. The Court  
27 finds and determines that the Class Notice provided in this case was the best notice practicable,  
28 which satisfied the requirements of law and due process.

1           4.       With respect to the class and for purposes of approving this Settlement only, this  
2 Court finds and concludes that: (a) the Class Members are ascertainable and so numerous that  
3 joinder of all Class Members is impracticable; (b) there are questions of law or fact common to  
4 the Class Members , and there is a well-defined community of interest among Class Members  
5 with respect to the subject matter of the Action; (c) the claims of the Plaintiffs are typical of the  
6 claims of the Class Members; (d) the Plaintiffs have fairly and adequately protected the interests  
7 of the Class Members; (e) a class action is superior to other available methods for an efficient  
8 adjudication of this controversy; and (f) the counsel of record for the Plaintiffs, i.e., Class Counsel,  
9 are qualified to serve as counsel for Plaintiffs in their individual and representative capacities for  
10 the class.

11           5.       Solely for purposes of effectuating the Settlement, the Court conditionally certified  
12 a class, as all current and former non-exempt employees of Defendant who worked in California  
13 at any time during the Class Period of January 25, 2018 through December 31, 2023, and the  
14 Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

15           6.       The Court finds the disputed opt out request sent by email is valid.

16           7.       The Court hereby confirms Aegis Law Firm, PC; Cohelan Khoury & Singer;  
17 James Hawkins APLC; and Sahag Majarian II as Class Counsel.

18           8.       The Court hereby confirms Plaintiffs, Louis Ames, James Guiffrida, Maritza  
19 Mora, and Linda D. Richardson as the class representatives in this Action.

20           9.       The Court finds and determines that the terms set forth in the Settlement  
21 Agreement are fair, reasonable, and adequate, including each of the releases (Released Class  
22 Claims, Released PAGA Claims and Plaintiffs' Released Claims) as to all Class Members, PAGA  
23 Employees, Plaintiffs and Defendant, and directs the Parties to effectuate the Settlement  
24 according to its terms having found that the Settlement was reached as a result of informed and  
25 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds  
26 that the Parties conducted extensive investigation and that their attorneys were able to reasonably  
27 evaluate their respective positions. The Court also finds that the Settlement will enable the Parties  
28 to avoid additional and potentially substantial litigation costs, as well as delay and risks if the

1 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery  
2 provided as part of the Settlement and recognizes the significant value accorded to the  
3 Participating Settlement Employees.

4 10. The Court further finds and determines that the terms of the Settlement are fair,  
5 reasonable and adequate as to the Class Claims, Released Class Claims and to each Participating  
6 Class Member and that the Settlement is ordered finally approved, and that all terms and  
7 provisions of the Settlement should be and hereby are ordered to be consummated.

8 11. By this Final Order and Judgment, as of the Effective Date of the Settlement, the  
9 Released Parties, as defined in the Settlement Agreement, are released from the Released Class  
10 Claims, Released PAGA Claims, and Plaintiffs' Released Claims as defined in the Settlement  
11 Agreement.

12 12. The Court hereby approves the Gross Settlement Amount of \$5,000,000.00.

13 13. The Court finds and determines that the individual settlement payments to be paid  
14 to Participating Class Members as provided for by the Settlement are fair and reasonable. The  
15 Court hereby gives final approval to and orders the payment of those amounts be made to the  
16 Participating Class Members in accordance with the Settlement Agreement.

17 14. The Court approves the PAGA portions of the Settlement as providing genuine  
18 and meaningful relief, consistent with the underlying purpose of the PAGA to benefit the public.

19 15. The Court finds and determines that payment to the California Labor and  
20 Workforce Development Agency of \$150,000.00 as its share of the PAGA Payment in this case  
21 is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the  
22 payment of that amount be paid in accordance with the Settlement Agreement.

23 16. The Court finds and determines that the PAGA Employee Payment of \$50,000.00  
24 as their share of the PAGA Payment, which will be paid to the PAGA Employees on a pro rata  
25 basis based on the number of Pay Periods that PAGA Employees worked during the PAGA  
26 Period, is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders  
27 that the payment of that amount be paid in accordance with the Settlement Agreement.

1           17.     The Court finds and determines that Plaintiffs provided adequate notice to the  
2 LWDA of the PAGA portions of the Settlement.

3           18.     The Court finds and determines that the Settlement Administration Expenses  
4 incurred by CPT Group, Inc. in the amount of \$31,000.00, are fair and reasonable. The Court  
5 hereby gives final approval to and orders that the payment of that amount in accordance with the  
6 Settlement.

7           19.     The Court finds and determines that Plaintiffs' Enhancement payments of \$15,000  
8 to Louis Ames, \$15,000 to James Guiffrida, \$15,000 to Maritza Mora, and \$15,000 to Linda D.  
9 Richardson as a Plaintiffs' Enhancement payments are fair and reasonable. The Court hereby  
10 orders the Settlement Administrator to make this payment to the Plaintiffs in accordance with the  
11 terms of the Settlement Agreement.

12           20.     Pursuant to the terms of the Settlement, and the authorities, evidence and argument  
13 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of  
14 \$1,666,666.67 and litigation costs of \$79,108.18 (allocated \$68,009.43 to Aegis Law Firm, PC;  
15 \$4,676.54 to Cohelan Khoury & Singer; \$4,325.88 to James Hawkins APLC; and \$2,096.33 to  
16 Sahag Majarian II). The Court finds such amounts to be fair and reasonable. The Court hereby  
17 orders the Settlement Administrator to make these payments in accordance with the terms of the  
18 Settlement Agreement.

19           21.     Nothing in this order shall preclude any action to enforce the Parties' obligations  
20 under the Settlement or under this order, including the requirement that Defendant make payment  
21 to the Participating Class Members in accordance with the Settlement.

22           22.     This Final Order and Judgment is intended to be a final disposition in its entirety  
23 of the above captioned action. Without affecting the finality of this judgment in any way, the  
24 Court retains jurisdiction solely for the purposes of addressing the interpretation and enforcement  
25 of the terms of the Settlement, Settlement Administration matters, and such post-Final Judgment  
26 matters as may be appropriate under court rules or as otherwise set forth in the Settlement pursuant  
27 to C.C.P. § 664.6.

1           23.     The Parties will bear their own costs and attorneys' fees except as otherwise  
2 provided by this Court's Order awarding Class Counsels' award for Attorneys' Fees and Costs.

3           24.     The Court sets a Hearing Re: Distribution of Settlement Funds for **April 16, 2026,**  
4 **at 8:30 a.m.** Class Counsel are ordered to file a Final Report Re: Distribution of the Settlement  
5 Funds by the Administrator five court days prior.

6  
7 DATED: \_\_\_\_\_

5.5.2025

C. Towns

Honorable Christian Towns  
JUDGE OF THE SUPERIOR COURT