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Attorneys for Plaintiff Tammy Tenny,
 individually and on behalf of others similarly situated

FILED
 SUPERIOR COURT OF CA, COUNTY OF KERN
JAN 6 2025
 BY _____ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

TAMMY TENNY, an individual,

 Plaintiff,

v.

DIGNITY HEALTH, a California
 corporation; and **DOES 1 – 50**, inclusive,

 Defendants.

Case No. BCV-18-102316

Assigned for all purposes to Hon. Thomas S.
 Clark, Dept. 17


**[PROPOSED] ORDER GRANTING
 FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT**

Hearing

Date: January 6, 2025
 Time: 8:30 a.m.
 Dept.: 17

Complaint Filed: September 17, 2018

1 Plaintiff Tammy Tenny's ("Plaintiff" or "Plaintiff Tenny") Motion for Final Approval of Class-
2 Action Settlement and Motion for Award of Attorneys' Fees, Reimbursement of Costs and Enhancement
3 Award came on for hearing before this Court, the Honorable Thomas S. Clark, on January 6, 2025. No
4 person appeared to object at the hearing. The Court, having considered the papers submitted in support of
5 the motions and the file in this case and having heard oral argument of the Parties, HEREBY ORDERS
6 THE FOLLOWING:

7 1. The "Class, Collective and PAGA Representative Action Settlement Agreement" shall
8 hereinafter referred to as the "Settlement Agreement" or "Agreement". The Settlement Agreement is
9 attached as **Exhibit 1** to the declaration of Allen Felahy filed concurrently with the Motion for Final
10 Approval.

11 2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this
12 Action, including all members of the Settlement Class.

13 3. The Court previously approved the Class Notice as to form and content. The Court finds
14 that the Class Notice fairly and adequately apprised Settlement Class Members of their rights under the
15 Settlement. The Court determines that the Parties substantially complied with the distribution of the Class
16 Notice to the Settlement Class in the manner and form set forth in the Preliminary Approval Order, and
17 that the Class Notice provided to the Settlement Class was the best notice practicable under the
18 circumstances and constituted due and sufficient notice to all persons entitled to such notice. Notice to the
19 Settlement Class was adequate.

20 4. No Settlement Class Members objected to the settlement.

21 5. Nine (9) Class Members timely and validly requested exclusion from the settlement. Each
22 of those individuals shall be named in the Judgment as having opted out of the settlement, shall receive no
23 funds under the settlement or this order, and are not bound by the settlement, this order, or the Judgment.

24 6. The Court hereby finally certifies the Settlement Class, pursuant to the terms and conditions
25 of the Settlement Agreement and solely for the purposes set forth therein, which is defined as follows:

26 The settlement "Class" shall consist of all nonexempt employees employed by Defendant Dignity
27 Health ("Defendant") as Registered Nurses ("RNs") at Bakersfield Memorial Hospital ("BMH")
28 at any time since from September 17, 2014 through August 20, 2024. ("Class Period"). Each person
in the class is a "Class Member," and all such persons are referred to as the "Class."

1 7. For settlement purposes only, the Court finds that Plaintiff Tenny is an adequate
2 representative of the Settlement Class and appoints her as such.

3 8. For settlement purposes only, the Court finds that Allen Felahy of Felahy Employment
4 Lawyers and Nick Pritchett of Williams, Brodersen, Pritchett & Ruiz have adequately represented the
5 Class and are appointed as Class Counsel solely for the purposes set forth in the Settlement.

6 9. For settlement purposes only, the proposed Settlement Class meets the requirements for
7 certification. Specifically, for settlement purposes: (1) the proposed Settlement Class is numerous and
8 ascertainable; (2) there are predominant common questions of law or fact; (3) Plaintiff Tenny's claims are
9 typical of the claims of the members of the proposed Settlement Class; (4) Plaintiff Tenny has fairly and
10 adequately protected the interests of the Settlement Class Members; (5) Class Counsel is qualified to serve
11 as counsel for Plaintiff Tenny and the Settlement Class; and (6) a class action is superior to other methods
12 to efficiently adjudicate this controversy through settlement.

13 10. The Court grants final approval of the settlement. The terms of the Settlement are fair,
14 reasonable, and adequate. Plaintiff Tenny has satisfied the requirements for final approval of the class
15 action settlement.

16 11. Each member of the Settlement Class who did not timely and validly request exclusion is
17 subject to the following release, as set forth in the Settlement:

18 "Plaintiff and all Participating Class Members, on behalf of themselves and their respective former
19 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall
20 fully and finally release the Released Parties of the "Released Class Claims." The Released Class
21 Claims include all claims asserted in the Action, as amended, and/or arising from or related to the
22 facts and claims alleged in the Action, as amended, or that could have been raised in the Action,
23 as amended, based on the facts and claims alleged. The Released Class Claims include all claims
24 for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime
25 compensation, double-time compensation, and interest; the calculation of the regular rate of pay;
26 wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest
27 period, and/or recovery period wages/premiums; failure to provide meal periods; failure to
28 authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest
period, and/or recovery period premiums; payment for all hours worked, including off-the-clock
work; wage statements; deductions; failure to keep/maintain accurate records including payroll
records; unfair business practices related to the Released Class Released Claims; penalties,
including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage
penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the
Released Class Claims arising under: the California Labor Code (including, but not limited to,
sections 200, 201, 201.1, 201.3, 201.5, 202,203,204,205.5, 206,210,216,218,218.5, 218.6, 221,
223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 256,510, 511, 512, 515, 516, 550, 551, 552, 554,

558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 2698 et seq., 2699 et seq., and 2802-2802.1); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, et seq.; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.; and federal common law. This release excludes the release of claims not permitted by law.

Participating Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA asserted in the Action, arising from or related to the facts and claims alleged in the Action, or that could have been alleged in the Action based on the facts and claims alleged in the Action, as amended, during the Class Period. Only those Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.

The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018)."

12. Payment to Class Counsel in the full amounts requested, \$2,300,000 for attorneys' fees and \$450,000 for litigation costs, are approved. The Court finds that these awards are fair and reasonable in all the circumstances. With respect to the fee award, the Court has given particular consideration to the fee request as a percentage of the common fund, Class Counsel's claimed lodestar, the work performed in this case as reflected by Class Counsel's billing records and the file in this action, the extent to which this litigation was successful, the duration of this litigation, the difficulty of the issues presented by this litigation, and the contingency risk undertaken by Class Counsel in prosecuting this action on behalf of a class. The Court is persuaded that any reasonable permutation of the lodestar-multiplier analysis would render a result that supports the requested fee. Even reducing the lodestar to the greatest extent that is reasonable by reducing the blended hourly rate, reducing the number of hours reasonably worked, and/or applying a downward multiplier, would not justify a reduction in the fee award here to an amount below the fee request. In so finding, the Court is mindful that there are also reasons that the lodestar should be adjusted upward – the contingency risk, the inability to take on other employment, and the duration of this

1 litigation. The Court also finds that the request is within the reasonable range as a percentage of the
2 common fund.

3 13. The Court approves a class representative enhancement award of \$10,000, the full amount
4 requested, to Plaintiff Tenny. The Court finds the award fair and reasonable in all the circumstances.

5 14. The Court approves a payment of \$50,000 in PAGA civil penalties, allocated \$37,500
6 (75%) to the California's Labor and Workforce Development Agency ("LWDA"), and \$12,500 (25%) to
7 the Aggrieved Employees, to pay all applicable penalties under California Labor Code's Private Attorneys
8 General Act of 2004 ("PAGA"), California Labor Code sections 2699, 2699.3, and 2699.5.

9 15. The Court hereby approves a payment of \$22,000 to CPT GROUP, INC. ("CPT") for
10 services as claims administrator.

11 16. After deduction of all of the above approved costs, fees and payments from the
12 \$5,750,000.00 total gross settlement amount, the amount of \$2,918,000.00 will be payable to all
13 participating Settlement Class Members if all participating Settlement Class Members are paid the amount
14 to which they are entitled pursuant to the Judgment. To be clear, in addition to the \$2,918,000.00,
15 \$12,500.00 in PAGA penalties will be payable to the Aggrieved Employees on a pro rata basis as set forth
16 in the Settlement Agreement.

17 17. The Court directs the Parties to effectuate the Settlement according to the terms of the
18 Settlement Agreement, including payment to Settlement Class Members in accordance with the terms of
19 the Settlement Agreement, and this Order.

20 18. For any Class Member whose Individual Class Payment check or Individual PAGA
21 Payment check is uncashed and cancelled after the void date, CPT shall transmit the funds represented by
22 such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member
23 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
24 Section 384, subd. (b). Class Counsel shall file a report by December 14, 2025, summarizing all
25 distributions made to the class members, supported by a declaration. (Code Civ. Proc., § 384, subd. (b).)
26 The report shall be in the form of a declaration from CPT or other declarant with personal knowledge of
27 the facts, and shall describe: (i) the date the checks were mailed; (ii) the total number of checks mailed to
28 class members; (iii) the average amount of those checks; (iv) the number of checks that remain uncashed;

1 (v) the total value of those uncashed checks; and (vi) the average amount of the uncashed checks. A hearing
2 regarding the status of the settlement distribution is set for January 9, 2026, at 8:30 a.m.

3 19. The Parties shall bear all their own costs and attorneys' fees, except as otherwise set forth
4 in the Settlement Agreement, this order, or the Judgment.

5 20. Pursuant to California Rule of Court, Rule 3.769(h), and without affecting the finality of
6 the Judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the Judgment.
7 Pursuant to Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court and
8 without affecting the finality of the Judgment, the Court reserves exclusive and continuing jurisdiction
9 over this Action and all Parties for the purposes of supervising:

10 (a) The implementation, enforcement, construction, and interpretation of the Settlement, the
11 Order Granting Preliminary Approval of Class Action Settlement, the plan of allocation, the
12 Order Granting Final Approval of Class Action Settlement, and the Judgment;

13 (b) Distribution of amounts paid under the Settlement; and

14 (c) Final declaration regarding total amount actually paid to the class members.

15 21. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by providing notice of
16 entry of judgment with the posting of the Order Granting Final Approval and Judgment on Administrator
17 CPT Group, Inc.'s website.

22. A compliance is set for 7-16-26, 8³⁰ am in Dept. 17.

18 **IT IS SO ORDERED.**

19
20 Dated: 1-6-25



HON. THOMAS S. CLARK
JUDGE OF THE SUPERIOR COURT

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TAMMY TENNY, an individual,

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Case No. BCV-18-102316

Assigned for all purposes to Hon. Thomas S.
 Clark, Dept. 17


[PROPOSED] ORDER

Hearing:

Date: January 6, 2025

Time: 8:30 a.m.

Dept.: 17


[PROPOSED] ORDER

FILED
 SUPERIOR COURT OF CA, COUNTY OF KERN

JAN - 6 2025

BY _____ DEPUTY
ENDORSED

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff Tammy Tenny's ("Plaintiff") Motion for Award of Attorneys' Fees, Reimbursement
3 of Costs and Enhancement Award came before this Court on January 6, 2025. All parties received
4 notice and an opportunity to be heard.

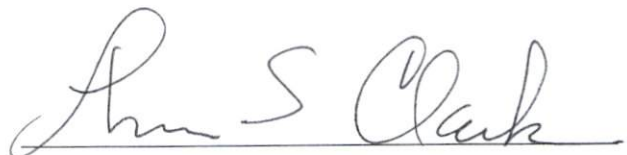
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6 After full consideration of the evidence, authorities, and arguments submitted, and good cause
7 appearing therefore, IT IS HEREBY ORDERED:

- 8 1. Plaintiff's Motion for Award of Attorneys' Fees, Reimbursement of Costs and
9 Enhancement Award is GRANTED.

10 2. The Court Order as follows:

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17 **IT IS SO ORDERED.**

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19 Dated: 1-6-25

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22 Thomas S. Clark
23 Judge of the Superior Court