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Attorneys for Plaintiff Cristina Gonzalez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

CRISTINA GONZALEZ, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

GOOD SAMARITAN HOSPITAL, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; and DOES 1 through 10, inclusive,

Defendants.

Case No.: BCV-19-103303

Assigned to the Hon. Thomas S. Clark

TC
[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: January 11, 2022
Time: 8:30 a.m.
Place: Department 17

**FILED
KERN COUNTY**

JAN 11 2022

BY _____ DEPUTY

1 **ORDER**

2 On January 11, 2022, this Court conducted a hearing on Plaintiff’s Motion for Preliminary
3 Approval of the Class Action Settlement (the “Motion”). Having considered the Motion and the points
4 and authorities submitted in support of the Motion, including the Joint Stipulation for Class Action
5 Settlement and Release of Claims (“Settlement Agreement” or “Settlement”), and **GOOD CAUSE**
6 appearing, **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following
7 findings and orders:

8 1. This Order incorporates by reference the Settlement Agreement, and unless indicated
9 otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement
10 Agreement.

11 2. The Settlement Class shall be conditionally certified for settlement purposes only and
12 shall consist of all persons who worked for Defendant as non-exempt, hourly paid employees in
13 California at any time from November 22, 2015 through June 12, 2021.

14 3. The class action settlement set forth in the Settlement Agreement, entered into among
15 the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range
16 of reasonableness, to be the product of arm’s-length and informed negotiations, to treat all Class
17 Members fairly, and to be presumptively valid, subject only to any objections that may be raised at or
18 before the final approval hearing.

19 4. The Court further finds that Plaintiff conducted extensive investigation and research, and
20 that she was able to reasonably evaluate her position and the strengths and weaknesses of her claims and
21 her ability to certify them. Plaintiff has provided the Court with enough information about the nature and
22 magnitude of the claims being settled, as well as the impediments to recovery, to make an independent
23 assessment of the reasonableness of the terms to which the Parties have agreed.

24 5. The Court also finds that settlement now will avoid additional and potentially substantial
25 litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

26 6. The Court preliminarily approves the Settlement Agreement, including all the terms and
27 conditions set forth therein and the Gross Settlement Amount and allocation of payments.

28 7. The rights of any potential dissenters to the proposed Settlement are adequately

1 protected in that they may exclude themselves from the Settlement and proceed with any alleged claims
 2 they may have against Defendant, or they may object to the Settlement and appear before this Court.
 3 However, to do so they must follow the procedures outlined in the Settlement Agreement and Notice of
 4 Class Action Settlement.

5 8. The Court approves, as to form and content, the proposed Notice of Class Action
 6 Settlement (“Notice Packet”).

7 9. The Court directs the mailing, by First-Class U.S. mail, of the Notice Packets to Class
 8 Members in accordance with the schedule set forth below and the other procedures described in the
 9 Settlement Agreement. The Court finds that the method selected for communicating the preliminary
 10 approval of the Settlement Agreement to Class Members is the best notice practicable under the
 11 circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies
 12 due process.

13 10. The Court appoints Plaintiff Cristina Gonzalez as the representative for the Settlement
 14 Class conditionally certified by this Order.

15 11. The Court appoints Capstone Law APC as Class Counsel. The Court finds that counsel
 16 have demonstrable experience litigating, certifying, and settling class actions, and will serve as adequate
 17 counsel for the Class conditionally certified by this Order.

18 12. The Court approves and appoints CPT Group, Inc. as the Settlement Administrator.

19 13. The following dates shall govern for purposes of this Settlement:

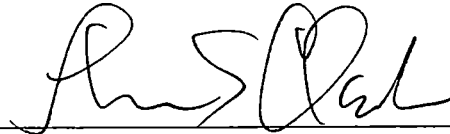
Date	Event
January 25, 2022 (or not later than 14 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later)	Last day for Defendant to produce the Class Member data specified in Paragraph 31 of the Settlement Agreement (“Class List”).
February 8, 2022 (or not later than 14 calendar days after Defendant produces the Class List, if later)	Last day for the Settlement Administrator to mail Notice Packets to all Class Members.
March 25, 2022 (or not later than 45 calendar days after the Settlement Administrator mails the Notice Packets, if later)	Last day for Class Members to submit Requests for Exclusion or Objections to the Settlement.
April 8, 2022	Last day for Plaintiff to file the Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees, Costs, and a Class Representative Payment.

Date	Event
May 3, 2022 at 8:30 a.m.	Hearing on Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and a Class Enhancement Payment.

14. The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

IT IS SO ORDERED.

Dated: 1-11-22



Hon. Thomas S. Clark
Kern County Superior Court Judge