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Raul Perez (SBN 174687)  
Raul.Perez@capstonelawyers.com  
Bevin Allen Pike (SBN 221936)  
Bevin.Pike@capstonelawyers.com  
Daniel Jonathan (SBN 262209)  
Daniel.Jonathan@capstonelawyers.com  
Trisha K. Monesi (SBN 303512)  
Trisha.Monesi@capstonelawyers.com  
Capstone Law APC  
1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
Telephone: (310) 556-4811  
Facsimile: (310) 943-0396

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

~~PROPOSED~~ ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT

Date: July 12, 2022  
Time: 8:30 a.m.  
Place: Department 17

FILED  
KERN COUNTY  
JUL 12 2022  
BY  DEPUTY

1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class  
3 Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and a Class Representative  
4 Enhancement Payment (collectively, the "Motions"). Due and adequate notice having been given to  
5 Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed  
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being  
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and  
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil  
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the  
12 Joint Stipulation for Class Action Settlement and Release of Claims (collectively, "Settlement  
13 Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all  
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements  
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable  
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
19 with the laws of the State of California and due process. The Class Notice fairly and adequately  
20 described the settlement and provided Class Members with adequate instructions and a variety of means  
21 to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval  
23 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the  
24 Court determines that all Class Members who did not timely and properly opt out of the settlement are  
25 bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the  
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,  
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and  
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence  
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the  
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with  
8 sufficient information about the nature and magnitude of the claims being settled, as well as the  
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will  
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the  
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement  
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other released  
20 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or  
21 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to  
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used  
23 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against  
24 Defendant or any of the other released parties.

25 10. Final approval shall be with respect to: All persons who worked for Defendant as non-  
26 exempt, hourly paid employees in California at any time from November 22, 2015 through June 12,  
27 2021.

28 11. Plaintiff Cristina Gonzalez is a suitable Class Representative and is hereby appointed the

1 Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and  
2 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement  
3 Class, and that her interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of  
5 \$7,500 for her service on behalf of the Settlement Class, and for agreeing to a general release of all  
6 claims arising out of her employment with Defendant.

7 13. The Court finds that the attorneys at Capstone Law APC have the requisite  
8 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The  
9 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position  
10 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

11 14. The settlement of civil penalties under PAGA in the amount of \$50,000 is hereby  
12 approved. Seventy-Five Percent (75%), or \$37,500, shall be paid to the California Labor and Workforce  
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$12,500, will be added to the Net  
14 Settlement Amount.

15 15. The Court hereby awards \$400,000 in attorneys' fees and \$21,483.07 in costs and  
16 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is  
17 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created  
18 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'  
19 fees via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are  
20 fair and reasonable.

21 16. The Court approves settlement administration costs and expenses in the amount of  
22 \$14,000 to CPT Group, Inc.

23 17. All Class Members were given a full and fair opportunity to participate in the Approval  
24 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
25 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed  
26 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order  
27 shall be forever binding on all Class Members. These Class Members have released and forever  
28 discharged the Defendant for any and all Released Claims: All claims, demands, rights, liabilities, and

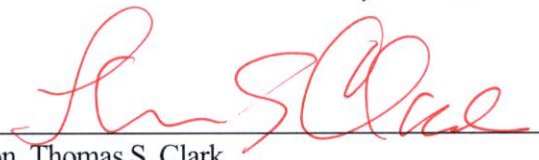


1 causes of action of any kind whatsoever, that have been, or that could have been, asserted by Class  
2 Members against Released Parties, whether or not actually presented, based on the primary rights or the  
3 facts alleged in the Action prior to the Preliminary Approval Date. The Class Member Released Claims  
4 expressly include, without limitation, all claims for 1) Unpaid Overtime, 2) Unpaid Minimum Wages, 3)  
5 Failure to Provide Meal Periods, 4) Failure to Authorize and Permit Rest Periods, 5) Non-Compliant  
6 Wage Statements and Failure to Maintain Payroll Records, 6) Wages Not Timely Paid Upon  
7 Termination, 7) Failure to Timely Pay Wages During Employment, 8) Failure to Provide Reporting  
8 Time Pay, 9) Unreimbursed Business Expenses, 10) Civil Penalties under California's Private Attorneys  
9 General Act ("PAGA"), 11) Violation of California Business & Professions Code section 17200  
10 (Unlawful Business Practices) based on the preceding claims, and 12) Violation of California Business  
11 & Professions Code section 17200 (Unfair Business Practices) based on the preceding claims, as well as  
12 any and all claims for premiums or costs and attorneys' fees and expenses, and any claim arising from  
13 the claims described above under applicable federal, state, local or territorial law; all such claims arising  
14 under the California Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 516, 1174,  
15 1182.12, 1194, 1197, 1194.2, 1197, 1197.1, 1198, 2802).

Notice shall be given to class members per C.R.C. ~~3.771~~ 3.771(b) by posting the Order and Judgment on the Settlement Administrator's website for 60 days. *tl*

**IT IS SO ORDERED.**

19 Dated: 7-12-22

  
20 Hon. Thomas S. Clark  
Kern County Superior Court Judge