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

OCT 30 2024

BY Valerie Uruena
VALERIE URUENA, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

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

Plaintiffs,

v.

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

Defendants.

Case No. CIVDS2018953

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

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF PAGA
AND CLASS ACTION SETTLEMENT**

Date: October 30, 2024
Time: 8:30 AM
Dept: S-26

1 WHEREAS, the above-entitled action is pending before this Court as a putative class and PAGA
2 action (the "Action");

3 WHEREAS, Plaintiffs, Louis Ames, James Guiffrida, Maritza Mora and Linda D. Richardson
4 ("Plaintiffs"), individually and on behalf of all others similarly situated and on behalf of the general public
5 have applied to this Court for an order preliminarily approving the settlement of the Action in accordance
6 with the Class And PAGA Action Settlement and Release (the "Settlement" or "Agreement") entered
7 into by Plaintiffs and Defendant San Antonio Regional Hospital ("Defendant") which sets forth the terms
8 and conditions for a proposed settlement upon the terms and conditions set forth therein (Plaintiffs and
9 Defendant shall be collectively referred to herein as the "Parties"); and

10 WHEREAS, the Court has read and considered Plaintiffs' Motion for Preliminary Approval of
11 Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

13 1. This Order Granting Preliminary Approval incorporates by reference the definitions in the
14 Settlement attached as Exhibit 1 to the Declaration of Jessica L. Campbell in Support of Plaintiffs' Motion
15 for Preliminary Approval of Class Action Settlement and all terms defined therein shall have the same
16 meaning in this Order Granting Preliminary Approval.

17 2. The Court preliminarily approves the proposed Settlement upon the terms and conditions
18 set forth in the Settlement Agreement. It appears to the Court on a preliminary basis that: (a) the
19 Settlement is fair, adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount
20 are fair, adequate and reasonable when balanced against the probable outcome of further litigation relating
21 to liability and damages issues; (c) sufficient investigation and research have been conducted such that
22 counsel for the Parties at this time are able to reasonably evaluate their respective positions; (d) settlement
23 at this time will avoid additional costs by all Parties, as well as avoid the delay and risks that would be
24 presented by the further litigation of the Action; and (e) the Settlement has been reached as the result of
25 non-collusive, arms-length negotiations.

26 3. The Mora Class Action (Martiza Mora, et al. v. San Antonio Regional Hospital, et al., Case
27 No. CIVSB2120211), Mora PAGA Action (Martiza Mora, et al. v. San Antonio Regional Hospital, et al.,
28 Case No. CIVSB2127431), Richardson Class Action (Linda D. Richardson, et al. v. San Antonio Regional

1 Hospital, et al., Case No. CIVSB2224703), and the Richardson PAGA Action (Linda D. Richardson, et
2 al. v. San Antonio Regional Hospital, et al., Case No. CIVSB2302010) are stayed pending settlement
3 approval. Following the Effective Date, Class Counsel shall promptly file dismissals of the Mora Class
4 Action, Mora PAGA Action, Richardson Class Action and the Richardson PAGA Action as to those entire
5 actions.

6 4. The Parties' stipulation in the Settlement Agreement to file the Fourth Amended Complaint
7 (or "Consolidated Complaint") in the Ames Action, which is attached to the Campbell Declaration as
8 Exhibit 7, is granted. The proposed Consolidated Complaint is deemed filed, and Defendant need not
9 respond to the Consolidated Complaint, unless ordered by the Court. In the event the Court does not issue
10 a Final Order and Judgment and the Effective Date does not occur, the Third Amended Complaint in the
11 Ames Action shall be reinstated nunc pro tunc, reflecting its status prior to the filing of any Consolidated
12 Complaint, and the stays in the Mora Class Action, Mora PAGA Action, Richardson Class Action and the
13 Richardson PAGA Action will be lifted.

14 5. With respect to the Class Action and for purposes of proceeding pursuant to California Code
15 of Civil Procedure § 382 for approval of the Settlement only, the Court finds on a preliminary basis that:
16 (a) Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable;
17 (b) there are questions of law and fact common to the Class Members that predominate over any questions
18 affecting only individual Class Members; (c) Plaintiffs' claims are typical of the Class Members' claims;
19 (d) class certification is a superior method for implementing the Settlement and adjudicating this Action
20 in a fair and efficient manner; (e) the Plaintiffs can fairly and adequately protect the Class Members'
21 interests; and (f) Class Counsel are qualified to serve as counsel for the class.

22 6. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
23 conditionally certifies a class of the Class Members for settlement purposes only. The Class Members are
24 defined as all current and former non-exempt employees of Defendant who worked in California at any
25 time during the Class Period of January 25, 2018 through December 31, 2023.

26 7. Plaintiffs Louis Ames, James Guiffrida, Maritza Mora and Linda D. Richardson are
27 hereby preliminarily appointed and designated, for all purposes, as representatives of the Class Members,
28 and the attorneys of Aegis Law Firm, PC, Cohelan, Khoury & Singer, Law Offices of Sahag Majarian II

1 and James Hawkins APLC are hereby preliminarily appointed and designated as counsel for the Class
2 Members ("Class Counsel") for settlement purposes only. Class Counsel is authorized to act on behalf of
3 the Class Members with respect to all acts or consents required by, or which may be given pursuant to, the
4 Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member
5 may enter an appearance either personally or through counsel of such individual's own choosing and at such
6 individual's own expense. Any Class Member who does not enter an appearance or appear on his or her
7 own will be represented by Class Counsel.

8 8. Should, for whatever reason, the Settlement not become final, the fact that the Parties were
9 willing to stipulate to certification of a class of Class Members as part of the Settlement shall have no bearing
10 on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement
11 context.

12 9. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement, subject
14 to modification at final approval.

15 10. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-third of
16 the Gross Settlement Amount which currently amounts to \$1,666,666.67, Class Counsel's actual litigation
17 costs incurred and to be incurred in the Action not to exceed \$80,000.00, Plaintiffs' Enhancement up to
18 \$15,000.00 to each Plaintiff (for a total of \$60,000.00), PAGA Payment in the amount of \$200,000.00, of
19 which \$150,000.00 (75%) will be paid to the LWDA as the LWDA PAGA Penalty Amount and \$50,000.00
20 (25%) to the PAGA Employees as the PAGA Employee Payment, and Settlement Administration Expenses
21 not to exceed \$31,000.00, subject to final approval.

22 11. The Court hereby approves, as to form and content, the Class Notice, to be distributed to
23 Settlement Employees. The Court finds that distribution of the Class Notice, substantially in the manner
24 and form set forth in the Settlement and this Order Granting Preliminary Approval, meets the requirements
25 of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient
26 notice to all persons entitled thereto.

27 12. The Court hereby appoints CPT Group, Inc. as Settlement Administrator and hereby directs
28 the Settlement Administrator to mail or cause to be mailed to Settlement Employees the Class Notice using

1 the procedures set forth in the Settlement Agreement, and complete all other duties required by the
2 Settlement Agreement, including, but not limited to (a) estimating each Class Member's recovery from the
3 Net Settlement Amount and each PAGA Employee's recovery from the PAGA Employee Payment; (b)
4 preparing and mailing Class Notices with estimated settlement payment amounts to all Settlement
5 Employees, including taking appropriate steps to skip trace, update and locate any individual Settlement
6 Employee whose address or contact information as provided to the Settlement Administrator is inaccurate
7 or outdated; (c) receiving and serving on Class Counsel, Defendant's Counsel, and the Court, any Requests
8 for Exclusion, and copies of written objections and any withdrawal and rescission statements from Class
9 Members; (d) providing to Class Counsel and Defendant's Counsel a weekly report of activity; (e)
10 establishing a toll-free telephone line and responding to inquiries and requests for information or assistance
11 from Settlement Employees; (f) maintaining the Gross Settlement Amount account at a federally insured
12 banking institution; (g) timely providing Defendant with wiring instructions and the total amount of
13 employer-side taxes due on the wage portions of the settlement; (h) determining and paying the final
14 amounts due to be paid to Settlement Employees after adjustment for funds due to Class Members who opt
15 out of the settlement of Class Claims; (i) preparing and delivering to Settlement Employees necessary tax
16 reporting documents, including Forms W-2 and 1099 where applicable, (j) reporting to Class Counsel,
17 Defendant's Counsel, and the Court regarding the completion of the tasks identified in this paragraph; and
18 (k) carrying out other related tasks in accordance with the terms of this Settlement Agreement. Class
19 Members who wish to participate in the settlement provided for by the Settlement Agreement do not need
20 to respond to the Class Notice.

21 13. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid from the
22 Gross Settlement Amount, including the cost of searching for Settlement Employees' addresses as
23 provided in the Settlement, and all other reasonable costs of the Settlement Administrator up to \$31,000.00
24 in Settlement Administration Expenses as provided in the Settlement.

25 14. Any Class Member may choose to opt-out of and be excluded from the class of Class
26 Members as provided in the Settlement and Class Notice. Any such person who chooses to opt-out of and
27 be excluded from the class of Class Members will not be entitled to any recovery under the Settlement and
28 will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class Members

1 who have not requested exclusion/opted-out shall be Participating Class Members and bound by all
2 determinations of the Court, the Settlement, and the Order of Final Judgment.

3 15. A Final Approval Hearing shall be held before this Court on **April 16, 2025 at 8:30 a.m.** in
4 Department S-26 of the above-entitled court. All papers in support of a Final Order and Judgment and
5 related awards for fees, costs, and Plaintiffs' Enhancement awards must be filed and served at least 16 court
6 days before the Final Approval Hearing.

7 16. Any Participating Class Member must object to the Settlement by following the instructions
8 for submitting written objections that are set forth in the Settlement Agreement and Class Notice, and may
9 appear at the Final Approval Hearing. The Court shall retain final authority with respect to the consideration
10 and admissibility of any objections. Any Participating Class Member who objects to the Settlement shall be
11 bound by the order of the Court.

12 17. The Settlement is not a concession or admission, and shall not be used against the Released
13 Parties, as an admission or indication with respect to any claim of any fault or omission by the Released
14 Parties. Whether or not the Court issues a Final Order and Judgment, neither the Settlement, nor any
15 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof,
16 shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence
17 of a presumption, concession, indication or admission by the Released Parties of any liability, fault,
18 wrongdoing, omission, concession or damage in the Action, or in any other action or proceeding, except for
19 purposes of enforcing the Settlement once the Court issues a Final Order and Judgment..

20 18. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings
21 necessary to carry out or enforce the terms of the Settlement and this Order Granting Preliminary Approval,
22 are hereby stayed. To the extent permitted by law, pending final determination as to whether the Settlement
23 should be approved, the Court hereby orders that the Plaintiffs and all Class Members, whether directly,
24 representatively, or in any other capacity, shall not prosecute any claims or actions against the Released
25 Parties that would be released by the Released Class Claims and/or the Released PAGA Claims if a Final
26 Order and Judgment of the Settlement is granted.

27 19. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of the
28 Class Members for all matters relating to this Action, and this Settlement, including (without limitation)

1 all matters relating to the administration, interpretation, effectuation, and/or enforcement of this
2 Settlement and this Order Granting Preliminary Approval.

3 20. The Court reserves the right to adjourn or continue the date of any hearing and all dates
4 provided for in the Settlement without further notice to Class Members, and retains jurisdiction to consider
5 all further applications arising out of or connected with the proposed Settlement.

6 21. The Court further orders that if the Court does not execute and file a Final Order and
7 Judgment, or if the Effective Date of the Settlement, as defined in the Settlement Agreement, does not occur
8 for any reason, the Settlement Agreement and the proposed settlement that is the subject of this Order, and
9 all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante
10 rights of the Parties to the Settlement Agreement, as more specifically set forth in the Settlement Agreement.
11 Further, the fact that the Parties were willing to stipulate to certification of a class of Class Members for
12 settlement purposes shall have no bearing on, nor be admissible in connection with, the issue of whether a
13 class should be certified in a non-settlement context, and the Parties to the Settlement shall be deemed to
14 have reverted to their respective status as of the date and time immediately prior to the execution of the
15 Agreement.

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18 DATED: OCT 30 2024

19 C. Towns
20 Honorable Christian Towns
21 JUDGE OF THE SUPERIOR COURT
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