

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

1 **COHELAN KHOURY & SINGER**
2 Isam C. Khoury (SBN 58759)
3 ikhoury@ckslaw.com
4 Michael D. Singer (SBN 115301)
5 msinger@ckslaw.com
6 Rosemary C. Khoury (SBN 331307)
7 rkhoury@ckslaw.com
8 605 C Street, Suite 200
9 San Diego, CA 92101
10 Tel. (619) 595-3001 / Fax (619) 595-3000

11 **DAVTYAN LAW FIRM, INC.**
12 Emil Davtyan (SBN 299363)
13 support@davtyanlaw.com
14 880 E. Broadway
15 Glendale, CA 91205
16 Tel. (818) 875-2008 / Fax (818) 722-3974

17 Attorneys for Plaintiff RACQUEL OCEANA,
18 individually and on behalf of others similarly situated

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **FOR THE COUNTY OF SAN DIEGO**

21 RACQUEL OCEANA, individually and on
22 behalf of all others similarly situated,

23 Plaintiff,

24 vs.

25 TRI-CITY MEDICAL CENTER, a California
26 Hospital District, and DOES 1 through 10,
27 inclusive,

28 Defendants.

F I L E D
San Diego Superior Court

SEP - 8 2023

Clerk of the Superior Court
By: R. Cersosimo, Deputy

CASE NO. 37-2019-00065323-CU-OE-
CTL ASSIGNED FOR ALL PURPOSES
TO: The Honorable Richard S. Whitney
Department 68

CLASS ACTION

**ORDER GRANTING FINAL
APPROVAL OF CLASS SETTLEMENT
AND ENTERING JUDGMENT**

Hearing Date

Date: September 8, 2023
Time: 10:30 a.m.
Dept.: C-68
Judge: Honorable Richard S. Whitney

[IMAGED FILE]

Complaint filed: December 9, 2019
Trial date: Not set

1 This matter came on for hearing on September 8, 2023 in Department C-68 of the
2 above-captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class
3 Action Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court
4 3.769, and the Court's Order Granting Preliminary Approval and the Joint Stipulation of Class
5 Action Settlement and Release ("Settlement Agreement"), filed with this Court on April 25,
6 2023, as Exhibit 1 to the Declaration of Isam C. Khoury (ROA #75).

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

14 1. Pursuant to the Preliminary Approval Order filed May 26, 2023 (ROA #94 and
15 96), a Notice of Class Action Settlement ("Notice Packet") were sent to each Class Member by
16 first-class United States mail. The Notice informed the Class of the terms of the Settlement,
17 their right to receive a Settlement Payment without any required action, their right to comment
18 upon or object to the Settlement, and their right to appear in person or by counsel at the final
19 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of
20 time were provided for each of these procedures.

21 2. No member of the Class filed a written objection to the proposed Settlement as
22 part of this notice process or stated an intention to appear at the final approval hearing.

23 3. Eight (8) Class Members opted out of the Settlement by submitting a timely and
24 valid Request for Exclusion: Luanne Abel, Claudia Conibear, Dominga Demory, Kristina
25 Ditullo, David Happ, Steven Hori, Kaila Lewis and Jessica Warson.

26 4. The Court finds and determines this notice procedure afforded adequate
27 protections to Class Members and provides the basis for the Court to make an informed
28 decision regarding approval of the Settlement based on the responses of the Class. The Court

1 finds and determines that the notice provided in this case was the best notice practicable, which
2 satisfies the requirements of law and due process.

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

14 6. The Court confirms certification, for settlement purposes only, of the Class:

15 “All individuals who worked for Tri-City Medical Center as a non-
16 exempt, hourly employee in California at any time between December 9,
17 2016 and January 1, 2023.”

17 7. The Court finds and determines the terms set forth in the Settlement Agreement
18 are fair, reasonable, and adequate and, having found that the Settlement was reached as a result
19 of informed and non-collusive arms'-length negotiations facilitated by a neutral and
20 experienced mediator, directs the Parties to effectuate the Settlement according to the terms set
21 forth in the Settlement Agreement. The Court further finds the Parties conducted extensive
22 investigation, research, and informal discovery, and that their attorneys were able to reasonably
23 evaluate their respective positions. The Court also finds that Settlement will enable the Parties
24 to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
25 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and
26 recognizes the significant value provided to the Class.

27 8. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Class and to each Class Member and that the Settlement is

1 ordered finally approved, and that all terms and provisions of the Settlement Agreement should
2 be and hereby are ordered to be consummated.

3 9. The Court finds and determines that the Individual Settlement Payments to be
4 paid to Participating Class Members as provided for by the Settlement are fair and reasonable.
5 The Court hereby grants final approval to and orders the payment of those amounts be made to
6 the Participating Class Members in accordance with the Settlement Agreement.

7 10. The Court finds and determines that the fees and expenses in administrating the
8 Settlement incurred by Atticus Administration, LLC in the amount of \$22,936 are fair and
9 reasonable. The Court hereby grants final approval to and orders that the payment of that
10 amount in accordance with the Settlement Agreement.

11 11. The Court finds and determines the Class Representative Enhancement Payment
12 of \$10,000 to Plaintiff Racquel Oceana is fair and reasonable. The Court hereby orders the
13 Administrator to make this payment to the Plaintiff Racquel Oceana, in accordance with the
14 terms of the Settlement Agreement.

15 12. The Court finds and determines the payment of PAGA penalties in the amount
16 of \$112,500 to the California Labor and Workforce Development Agency ("LWDA")
17 representing the LWDA's 75% share of the \$150,000 allocated to the PAGA claim is fair,
18 reasonable, and appropriate. The Court hereby grants final approval to and orders that the
19 payment of that amount in accordance with the Settlement Agreement.

20 13. Pursuant to the terms of the Agreement, and the authorities, evidence and
21 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
22 of \$416,667 and litigation costs of \$8,316.69. The Court finds such amounts to be fair and
23 reasonable. The Court hereby orders the Administrator to make these payments in accordance
24 with the terms of the Settlement Agreement.

25 14. Without affecting the finality of this Order or the entry of judgment in any way,
26 the Court retains jurisdiction of all matters relating to the interpretation, administration,
27 implementation, effectuation, and enforcement of this Order and the Agreement.

28 ///

1 15. The Settlement is not an admission of liability by Defendant or any of the other
2 Released Parties, nor is this Judgment a finding of the validity of any claims in the Actions or
3 of any wrongdoing by Defendant or any of the other Released Parties. Neither this Judgment,
4 the Settlement, nor any document referred to herein, nor any action taken to carry out the
5 Settlement is, may be construed as, or may be used as an admission by or against Defendant or
6 any of the other Released Parties of any fault, wrongdoing, or liability whatsoever. The
7 entering into or carrying out of the Settlement, and any negotiations or proceedings related
8 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
9 concession with regard to the denials or defenses by Defendant or any of the other Released
10 Parties and shall not be offered in evidence against Defendant or any of the Released Parties in
11 any action or proceeding in any court, administrative agency, or other tribunal for any purpose
12 whatsoever other than to enforce the provisions of this Judgment, the Settlement, or any related
13 agreement or release. Notwithstanding these restrictions, any of the Released Parties may file
14 in the Action or in any other proceeding this Judgment, the Settlement, or any other papers and
15 records on file in the Action as evidence of the Settlement and to support a defense of res
16 judicata, collateral estoppel, release, waiver or other theory of claim preclusion, issue
17 preclusion, or similar defense as to the released claims.

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

22 17. The Court hereby enters final judgment in accordance with the terms of the
23 Settlement Agreement, the Court's Preliminary Approval Order, and this Order.

24 18. The Judgment once entered shall constitute a judgment for purposes of
25 California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this
26 Order, judgment shall be entered within the meaning and for purposes of Code of Civil
27 Procedure sections 577 and 904.1(a), and the Plaintiff/Class Representative, Participating Class
28 Members, and PAGA Aggrieved Employees shall take nothing from Defendant Tri-City

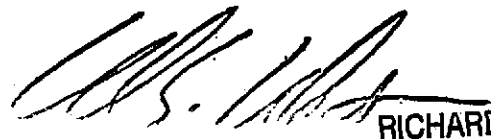
1 Medical Center, or any of the other Released Parties, except as expressly set forth in the
2 Settlement Agreement.

3 19. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by providing
4 notice of entry of judgment with the posting of this Order Granting Final Approval and
5 Entering Judgment on the Settlement Administrator's website.

6 20. The Parties will bear their own costs and attorneys' fees except as otherwise
7 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

8 **IT IS SO ORDERED.**

9
10 Date: SEP - 8 2023


RICHARD S. WHITNEY
The Honorable Richard S. Whitney

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28