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**FILED**  
Clerk of the Superior Court  
SEP 30 2016  
By: Anthony Shirley, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO-CENTRAL DIVISION

TANYA MEDINA and DWAYNE  
WEBB, individually and on behalf of  
themselves and others similarly  
situated,

Plaintiffs,

vs.

MISSION HILLS HEALTH CARE,  
INC., a California corporation;  
PATRICK HIGGINS, an individual;  
and DOES 1 through 50 inclusive,

Defendants.

) Case No.: 37-2014-00018988-CU-OE-  
) CTL

) Judge: Randa Trapp  
) Dept.: C-70

) **[PROPOSED] ORDER GRANTING**  
) **FINAL APPROVAL OF CLASS**  
) **SETTLEMENT AND ENTERING**  
) **JUDGMENT, AWARDING**  
) **ATTORNEY'S FEES AND COSTS,**  
) **AND ENHANCEMENT FEES TO**  
) **THE CLASS REPRESENTATIVES**

) Hearing Date: September 30, 2016  
) Hearing Time: 11:00 a.m.  
) Judge: Hon. Randa Trapp  
) Hearing Location: C-70

) Complaint Filed: June 13, 2014  
) Trial Date: NA  
) Discovery Cutoff: NA

1 **[PROPOSED] ORDER**

2 WHEREAS, on May 13, 2016, the Court preliminarily approved a class action  
3 settlement agreement (“Settlement Agreement”) reached between Plaintiffs, Tanya  
4 Medina, Dwayne Webb, and the class (collectively “Plaintiffs”) and Defendants  
5 Mission Hills Healthcare Inc. and Defendant Patrick Higgins (collectively  
6 “Defendants”);

7 WHEREAS, the Court approved a form of notice of settlement for mailing to  
8 the members of the Settlement Class;

9 WHEREAS, counsel has informed the Court that notice of settlement was sent  
10 by first class United States mail, postage prepaid, to the members of the Settlement  
11 Class;

12 WHEREAS, the parties received no objections from the class members, and  
13 only one class member opted out of the class;

14 WHEREAS, the Parties, via counsel, appeared before this Court on September  
15 30, 2016, at 11:00 a.m. in accordance with the Court’s Order Granting Preliminary  
16 Approval, Plaintiffs’ Motion for Final Approval of Class Settlement and Motion for an  
17 Award of Attorney’s Fees, Costs and Enhancement Fees for the Class Representative,  
18 on behalf of the Settlement Class; and

19 WHEREAS, the Motions were unopposed by Defendants, and the parties were  
20 represented by their attorneys of record.

21 After considering the papers filed in support of said motions, and arguments of  
22 counsel, IT IS HEREBY ORDERED that the Court GRANTS Plaintiffs’ Motion for  
23 Final Approval of Class Settlement and Plaintiffs’ Motion for an Award of Attorneys’  
24 Fees, Costs, and Enhancement Fees for the Class Representatives.

25 The Court finds the settlement is fair, adequate, and reasonable for the  
26 Settlement Class members for the following reasons:

- 27
  - the settlement was reached through arm’s-length bargaining

28 (not through fraud or collusion);

- 1 • investigations and discovery were sufficient to allow Class
- 2 Counsel and the Court to act intelligently;
- 3 • Class Counsel is experienced in similar litigation;
- 4 • there were no objectors to the settlement;
- 5 • Defendants are not doing well economically;
- 6 • the case was complex and there was a certain amount of risk of
- 7 appeals after lengthy litigation; and
- 8 • the settlement amount and remedial efforts taken by the
- 9 Defendant represent a fair and reasonable settlement of the
- 10 claims asserted in relationship to the potential risks of
- 11 continuing to litigate the matter.

12 The Court further finds that the requested attorneys' fees, costs, litigation  
13 expenses, and enhancement fees for the class representative are reasonable. In  
14 particular, Class Counsel spent a significant amount of time litigating and  
15 investigating this matter; novel and difficult questions were presented in this case;  
16 skill was necessary to perform the legal services properly; Class Counsel were  
17 precluded from other employment by counsel because of the acceptance of the action;  
18 the customary fee charged in matters of this type were customary and reasonable; the  
19 fees were contingent on the outcome; Class Counsel obtained a fair and reasonable  
20 settlement; and Class Counsel is experienced in handling wage and hour class actions.  
21 Moreover, the costs are reasonable, as they represent court and filing fees, mediator's  
22 fees, class notice fees, etc., which are fair and reasonable under the circumstances.  
23 Finally, the enhancement fees for the class representatives are reasonable because they  
24 assisted Class Counsel in discovery, mediation, and settlement discussions in this case.

25 Accordingly, IT IS FURTHER ORDERED as follows:

26 1. The parties and Claims Administrator shall comply with all aspects of the  
27 Class Action Settlement Agreement reached between the parties, a copy of which is  
28 attached as Exhibit 1 to the Declaration of Thomas D. Rutledge in support of

1 Plaintiffs' Motion for Final Approval of The Class Settlement.

2       2.     The "Settlement Class" is certified as: "All persons who are employed by  
3 or have been employed as non-exempt employees by Defendant MHHC in the State of  
4 California from June 13, 2010 to May 13, 2016 who have not submitted a timely and  
5 valid request to be excluded from the Settlement Class and this Settlement  
6 Agreement."

7       3.     In certifying the class for settlement purposes, the Court finds that all of  
8 the requirements for certification of a settlement class are satisfied based upon the  
9 allegations in the Complaint and the evidence provided to the Court.

10       4.     With the exception of Class Counsel's litigation costs, Defendants shall  
11 pay the authorized Class Members, Plaintiffs, Class Counsel's fees, Class Counsel's  
12 litigation costs, the California Labor & Workforce Development Agency, and the  
13 Settlement Administrator in the amount and manner specified in the Settlement  
14 Agreement with residual funds, if any, to the State of California Unclaimed Wages  
15 Fund.

16       5.     Defendants shall pay the Settlement Administrator \$5,000 for their  
17 services in the manner specified in the Settlement Agreement.

18       6.     The Court hereby enters final Judgment in this case in accordance with  
19 the terms of the Settlement Agreement.

20       7.     This document shall constitute a Judgment for purposes of Cal. Rule of  
21 Court, Rule 3.769(h).

22       8.     The Court retains jurisdiction over the interpretation, enforcement, and  
23 implementation of the Settlement Agreement and of this Order and Judgment.

24 **IT IS SO ORDERED.**

25 Date: SEP 30 2016

**RANDA TRAPP**

\_\_\_\_\_  
Hon. Randa Trapp