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Attorneys for Plaintiffs Randy Gines, Patricia Rios,  
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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA

RANDY GINES and PATRICIA RIOS, as  
individuals and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

LUCILE PACKARD CHILDREN'S  
HOSPITAL AT STANFORD, an unknown  
entity; and DOES 1 through 50, inclusive,

Defendants.

PATRICIA RIOS, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

LUCILE PACKARD CHILDREN'S  
HOSPITAL AT STANFORD, an unknown  
entity; and DOES 1 through 50, inclusive,

Defendants.

FILED

**August 15, 2024**

Clerk of the Court  
Superior Court of CA  
County of Santa Clara

19CV357498

By: rwalker

CASE NO. 19CV357498

*Assigned for All Purposes to Honorable Theodore C.  
Zayner in Department 19*

[Consolidated with Case No. 21CV386232,  
22CV397838, and 22CV397839]

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: August 14, 2024  
Time: 1:30 p.m.  
Department: 19

1 KAREN ROLDAN, on behalf of herself,  
2 all others similarly situated, and on behalf  
of the general public,

3 Plaintiff,

4 vs.

5 LUCILE SALTER PACKARD  
6 CHILDREN'S HOSPITAL AT  
STANFORD, a California corporation; and  
DOES 1 through 10, inclusive,

7 Defendants.

8 *Consolidated with*

9 KAREN ROLDAN, a proxy for the State  
10 of California as an aggrieved employee  
pursuant to the Private Attorneys General  
11 Act,

12 Plaintiff,

13 vs.

14 LUCILE SALTER PACKARD  
15 CHILDREN'S HOSPITAL AT  
STANFORD, a California corporation; and  
DOES 1 through 10, inclusive,

16 Defendants.  
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CASE NO. 22CV397838 (Lead)  
22CV397839

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7 and on behalf of the State of California  
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1 The above-entitled action came on for hearing before the Honorable Theodore C.  
2 Zayner on August 14, 2024, at 1:30 p.m. in Department 19. The court now issues its ruling as  
3 follows:

4 **I. Introduction**

5 This is a consolidated class and representative action arising out of alleged wage and hour  
6 violations brought by plaintiffs Randy Gines (“Gines”), Patricia Rios (“Rios”), and Karen Roldan  
7 (“Roldan”) (collectively, “Plaintiffs”) against defendant Lucile Packard Children’s Hospital at  
8 Stanford (“Defendant”).

9 On October 28, 2019, Gines commenced this action by filing his Class Action Complaint  
10 against Defendant, designated as Santa Clara County Superior Court Case No. 19CV357498 (the  
11 “*Gines Action*”).<sup>1</sup> Gines subsequently filed a First Amended Class Action complaint on August  
12 18, 2021.

13 On August 26, 2021, Rios filed a Class Action Complaint against Defendant, designated  
14 as Santa Clara County Superior Court Case No. 21CV386232 (the “*Rios Action*”).

15 On November 15, 2021, the court entered an order on the parties’ Stipulation to  
16 Consolidate the *Gines Action* and the *Rios Action* (the “*Gines Consolidated Action*”). On April  
17 15, 2022, Gines and Rios filed a motion for leave to file an amended consolidated complaint,  
18 which the court granted on May 18, 2022.

19 On May 10, 2022, Roldan filed two complaints against Defendant in Santa Clara County  
20 Superior Court: a class action complaint (Case No. 22CV397838); and a representative complaint  
21 under the Private Attorneys General Act (“PAGA”) (Case No. 22CV397839). On February 2,  
22 2023, the court entered an order consolidating Roldan’s two actions (the “*Roldan Consolidated*  
23 *Action*”).

24 On July 17, 2024, the court entered an order consolidating the *Gines Consolidated Action*  
25 and *Roldan Consolidated Action* into the *Gines Consolidated Action*. The court also granted leave  
26

27 <sup>1</sup> This introduction summarizes the procedural history as set forth in the Stipulation and  
28 Order to Consolidate Cases and Leave to File Second Amended Consolidated Complaint, entered  
as an order and filed on July 17, 2024.

1 for the parties to file the operative Second Amended Consolidated Class and Representative  
2 Action Complaint ("SACC"), deemed filed on July 17, 2024.

3 The SACC sets forth the following causes of action:

- 4 (1) Violations of California Labor Code, §§ 226(a), 1174(d), and 1198 (failure to  
5 provide accurate itemized wage statements, maintain accurate and complete payroll  
6 records, and maintain accurate and complete timekeeping records);
- 7 (2) Violations of California Labor Code, §§ 233, 246, 248.1, 248.2, and 248.5 (failure to  
8 provide sick pay);
- 9 (3) Violations of California Labor Code, §§ 510, 558, 1194, 1197.1, and 1198 (failure to  
10 pay overtime wages);
- 11 (4) Violations of California Labor Code, §§ 1182.12, 1194, 1197, 1197.1, and 1198  
12 (failure to pay minimum wages);
- 13 (5) Violations of California Labor Code, §§ 226.7, 512(a), and 1198 (failure to provide  
14 and record meal periods);
- 15 (6) Violations of California Labor Code, §§ 226.7 and 1198 (failure to provide rest  
16 periods);
- 17 (7) Violations of California Labor Code, § 204 (failure to timely pay wages during  
18 employment);
- 19 (8) Violations of California Labor Code, §§ 201, 202, 203 (failure to pay wages upon  
20 termination);
- 21 (9) Violations of California Labor Code, §§ 1194, 1197, and 1198 (failure to pay  
22 reporting time pay);
- 23 (10) Violations of California Labor Code, § 223 (secret underpayment of wages);
- 24 (11) Violations of California Labor Code, §§ 2800 and 2802 (failure to reimburse  
25 necessary business expenses);
- 26 (12) Violations of California Labor Code, §§ 2698, et seq. (civil penalties pursuant to  
27 PAGA); and
- 28



(13) Violations of California Business and Professions Code, §§ 17200, et seq. (unfair or unlawful business practices).

The parties have reached a settlement. Plaintiffs now move for preliminary approval of the settlement. The motion is unopposed.

## II. Legal Standard

Generally, “questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794 (*Dunk*).)

In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.”

(*Wershba, supra*, 91 Cal.App.4th at pp. 244-245, citing *Dunk, supra*, 48 Cal.App.4th at p. 1801 and *Officers for Justice v. Civil Service Com’n, etc.* (9th Cir. 1982) 688 F.2d 615, 624 (*Officers*).)

“The list of factors is not exclusive, and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case.” (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The court must examine the “proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, quoting *Dunk, supra*, 48 Cal.App.4th at p. 1801 and *Officers, supra*, 688 F.2d at p. 625, internal quotation marks omitted.)

The burden is on the proponent of the settlement to show that it is fair and reasonable. However “a presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.”

1 (*Wershba, supra*, 91 Cal.App.4th at p. 245, citing *Dunk, supra*, 48 Cal.App.4th at p. 1802.)

2 Similar to its review of class action settlements, the Court must “determine independently  
3 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the  
4 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72  
5 Cal.App.5th 56, 76-77.) It must make this assessment “in view of PAGA’s purposes to remediate  
6 present labor law violations, deter future ones, and to maximize enforcement of state labor laws.”  
7 (*Id.* at p. 77.)

### 8 **III. Discussion**

#### 9 **A. Provisions of the Settlement**

10 This case has been settled on behalf of the following class:

11 [A]ll current and former non-exempt employees who worked for Defendant in  
12 California at any time during the Class Release Period [from and including May  
10, 2018 through June 8, 2024].

13 (Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Agreement”),  
14 §§ I.H, I.I.) The settlement is also made on of behalf of a PAGA Class of aggrieved employees  
15 (“Aggrieved Employees”) who are defined as “all current and former non-exempt employees who  
16 worked for Defendant in California at any time during the PAGA Release Period [from and  
17 including May 10, 2018 through June 8, 2024].” (Agreement, §§ I.C, I.BB.)

18 According to the terms of the settlement, Defendant will pay a gross settlement amount of  
19 \$9,700,000. (Agreement, § III.A.) The Agreement provides that the gross settlement amount may  
20 be increased proportionately if the actual number of pay periods is determined to be incorrect by  
21 more than ten percent. (Agreement, § III.L.2.a(3).) The gross settlement amount includes attorney  
22 fees up to 1/3 of the gross settlement amount (currently estimated to be \$3,233,333.33), litigation  
23 costs not to exceed \$75,000, a PAGA allocation of \$970,000 (75 percent of which will be paid to  
24 the LWDA and 25 percent of which will be paid to Aggrieved Employees as individual PAGA  
25 payments), class representative enhancement awards in the total amount of \$60,000 (\$20,000  
26 each), and settlement administration costs not to exceed \$30,000. (Agreement, §§ III.L.3 –  
27 III.L.6.) The net settlement amount will be distributed to participating class members on pro rata  
28



1 basis according to the number of workweeks they were employed by Defendant. (Agreement, §  
2 III.L.2.a(1).)

3 The court approves ILYM Group, Inc., as settlement administrator. (See Agreement, §§  
4 I.QQ.)

5 Checks remaining uncashed more than 180 days after mailing will be void and the funds  
6 from those checks will be distributed equally to the following *cy pres* recipients: Legal Aid at  
7 Work; WorkSafe, Inc.; and California Rural Legal Assistance. (Agreement, § III.L.2.e.) The  
8 court approves the designated *cy pres* recipients.<sup>2</sup>

9 In exchange for the settlement, the class members agree to release Defendant (and related  
10 entities and persons) from all claims that were or could have been asserted in the SACC based on  
11 the facts pleaded in the SACC occurring during the Class Release Period. (Agreement, §§ I.MM,  
12 I.NN, III.B.) Aggrieved Employees agree to release Defendant (and related entities and persons)  
13 from all claims for PAGA civil penalties that were or could have been alleged based on facts  
14 pleaded in the SACC or the notice letters sent to the LWDA. (Agreement, §§ I.CC, I.NN, III.D.)  
15 The Plaintiffs also agree to a comprehensive general release. (Agreement, § III.C.)

#### 16 **B. Fairness of the Settlement**

17 Plaintiffs assert that the proposed settlement is fair, adequate, and reasonable. (Plaintiff's  
18 Notice of Motion and Motion for Preliminary Approval of Class Action Settlement;  
19 Memorandum of Points and Authorities ("Mot."), p. 16:22; see also supporting declaration from  
20 Plaintiffs' attorneys Dennis S. Hyun, William L. Marder, Seth Weisburst, and Mark  
21 Yablonovich.) Plaintiffs state the settlement was reached through private mediation with Tripper  
22 Ortman. (Mot. at p. 12:24-13:5.) Prior to mediation, the parties engaged in formal discovery,  
23 including written discovery and the deposition of Defendant's person most knowledgeable. (*Id.* at  
24 pp. 11:20-23, 12:19-23.) Plaintiffs represent that "[e]ach side has apprised the other of their  
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26 <sup>2</sup> Code of Civil Procedure section 384 requires that the unpaid residue or abandoned class  
27 member funds be paid to "nonprofit organizations or foundations to support projects that will  
28 benefit the class or similarly situated persons, or that promote the law consistent with the  
objectives and purposes of the underlying cause of action, to child advocacy programs, or to  
nonprofit organizations providing civil legal services to the indigent."



1 respective factual contentions and legal theories, and each side has considered the other's  
2 contentions and theories." (*Id.* at p. 17:21-22.)

3 Defendant produced time records and payroll data for a sampling of the putative class, and  
4 Plaintiffs conducted a review of these records to assess the full value of the class claims. (*Id.* at p.  
5 17:23-25.) Defendant represented that there are approximately 7,000 Class Members  
6 approximately 550,000 pay periods at issue. (Agreement, § III.L.2.a(3).)

7 Plaintiffs provide an analysis indicating that Defendant's maximum exposure for  
8 Plaintiffs' claims is approximately \$57,988,654. (Mot., p. 25:11-12; Declaration of Dennis S.  
9 Hyun in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement  
10 ("Hyun Dec.") ¶ 17, Ex. A.) Plaintiff provides a breakdown for this amount by claim. (Mot., pp.  
11 18:7-25:12.; Hyun Dec., Ex. A (table entitled "Compilation of the *Kullar* and *Moniz* Analysis by  
12 Claim.") As the court understands the table and corresponding analysis provided by Plaintiffs, the  
13 per-claim "maximum exposure" numbers (in the table's fourth column) are initially discounted by  
14 50-75% from the estimated maximum potential liability. (*Ibid.*) These figures are discounted  
15 again by 70-85% to arrive at their stated settled value, found in table's sixth column. (*Ibid.*)

16 Even so, the court finds that Plaintiffs have sufficiently explained their reasoning with  
17 respect to the settlement amounts for the various claims, including analysis of Defendant's  
18 arguments and defenses, the possibility that court could substantially reduce any PAGA penalties,  
19 and the risks and costs associated with class certification. (Mot., pp. 18:7-25:12.) The average net  
20 payment to class members will be \$796.31. (Mot., p. 28:1-2.)

21 The gross settlement amount represents approximately 16.7% of the potential maximum  
22 recovery. The proposed settlement amount is within the general range of percentage recoveries  
23 that California courts have found to be reasonable. (*See Cavazos v. Salas Concrete, Inc.* (E.D.  
24 Cal., Feb 18, 2022, No. 1:19-cv-00062-DAD-EPG) 2022 U.S. Dist. LEXIS 30201, at \*41-42  
25 [citing cases listing range of 5 to 25-35 percent of the maximum potential exposure].)

26 Therefore, the court finds the terms of the settlement to be fair. The settlement provides  
27 for some recovery for each class member and eliminates the risk and expense of further litigation.  
28



1           **C. Incentive Award, Fees and Costs**

2           Plaintiffs request enhancement awards in the total amount of \$60,000 (\$20,000 each).

3           The rationale for making enhancement or incentive awards to named plaintiffs is  
4           that they should be compensated for the expense or risk they have incurred in  
5           conferring a benefit on other members of the class. An incentive award is  
6           appropriate if it is necessary to induce an individual to participate in the suit.  
7           Criteria courts may consider in determining whether to make an incentive award  
8           include: 1) the risk to the class representative in commencing suit, both financial  
9           and otherwise; 2) the notoriety and personal difficulties encountered by the class  
10          representative; 3) the amount of time and effort spent by the class representative;  
11          4) the duration of the litigation and; 5) the personal benefit (or lack thereof)  
12          enjoyed by the class representative as a result of the litigation. These “incentive  
13          awards” to class representatives must not be disproportionate to the amount of  
14          time and energy expended in pursuit of the lawsuit.

15          (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, quotation marks,  
16          brackets, ellipses, and citations omitted.) Plaintiffs Gines, Rios, and Roldan have each submitted  
17          declarations describing their participation in this consolidated action.

18          Plaintiff Randy Gines worked for Defendant from 2011 to 2019. (Declaration of Plaintiff  
19          Randy Gines in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action  
20          Settlement, ¶ 2.) Plaintiff Gines states that his participation in this action has included providing  
21          information and documents to his counsel, discussing his claims with counsel, and answering  
22          questions. (*Id.* at ¶ 3.) Plaintiff Gines estimates that he has spent approximately 40 hours in the  
23          prosecution of this action. (*Ibid.*)

24          Plaintiff Patricia Rios worked for Defendant from 2020 to 2021. (Declaration of Plaintiff  
25          Patricia Rios in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action  
26          Settlement, ¶ 2.) Plaintiff Rios states that her participation in this action has included providing  
27          information and documents to her counsel, discussing her claims with counsel, and answering  
28          questions. (*Id.* at ¶ 3.) Plaintiff Rios estimates that she has spent approximately 40  
29          hours in the prosecution of this action. (*Ibid.*)

30          Plaintiff Karen Roldan states that she worked for Defendant from 2015 to 2021.  
31          (Declaration of Plaintiff Karen Roldan in Support of Plaintiffs’ Motion for Preliminary Approval  
32          of Class Action Settlement, ¶ 5.) Plaintiff Roldan states that her participation in this action has



1 included gathering documents regarding her employment, reviewing documents with her  
2 attorneys, and answering questions and providing information regarding the duties of other  
3 employees. (*Id.* at ¶ 12.) Plaintiff Roldan estimates that she has spent approximately 40 hours in  
4 the prosecution of this action. (*Ibid.*)

5 Each of the Plaintiffs each spent time in connection with this litigation and additionally  
6 took risk by attaching their names to this case because it might impact their future employment.  
7 (*See Covillo v. Specialty's Café* (N.D.Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at \*29 [incentive  
8 awards are particularly appropriate where a plaintiff undertakes a significant "reputational risk" in  
9 bringing an action against an employer].).

10 For the forgoing reasons, the court will approve service awards to Plaintiffs. The  
11 determination of the amount of each service award is reserved pending the final approval hearing  
12 and further briefing prior to the hearing.

13 The court also has an independent right and responsibility to review the requested attorney  
14 fees and only award so much as it determines reasonable. (*See Garabedian v. Los Angeles*  
15 *Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Plaintiffs' counsel will seek  
16 attorney fees up to 1/3 of the gross settlement amount (currently estimated to be \$3,233,333.33)  
17 and litigation costs not to exceed \$75,000. Plaintiffs' counsel shall submit lodestar information  
18 (including hourly rate and hours worked) prior to the final approval hearing in this matter so the  
19 court can compare the lodestar information with the requested fees. As it appears that more than  
20 one firm is involved in this case, Plaintiffs' counsel shall submit declarations confirming any fee  
21 sharing agreement. Plaintiffs' counsel shall also submit evidence of actual costs incurred as well  
22 as evidence of any settlement administration costs.

#### 23 **D. Conditional Certification of Class**

24 Plaintiffs request that the class be conditionally certified for purposes of the settlement.  
25 Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order  
26 approving or denying certification of a provisional settlement class after [a] preliminary  
27 settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a  
28 class "when the question is one of a common or general interest, of many persons, or when the

1 parties are numerous, and it is impracticable to bring them all before the court . . . .” As  
2 interpreted by the California Supreme Court, section 382 requires: (1) an ascertainable class; and  
3 (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v.*  
4 *Superior Court* (2004) 34 Cal.4th 319, 326 (*Sav-On*).)

5 The “community-of-interest” requirement encompasses three factors: (1) predominant  
6 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and,  
7 (3) class representatives who can adequately represent the class. (*Sav-On, supra*, 34 Cal.4th at p.  
8 326.) “Other relevant considerations include the probability that each class member will come  
9 forward ultimately to prove his or her separate claim to a portion of the total recovery and  
10 whether the class approach would actually serve to deter and redress alleged wrongdoing.”  
11 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing  
12 that class treatment will yield “substantial benefits” to both “the litigants and to the court.” (*Blue*  
13 *Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

14 As explained by the California Supreme Court,

15 The certification question is essentially a procedural one that does not ask whether  
16 an action is legally or factually meritorious. A trial court ruling on a certification  
17 motion determines whether the issues which may be jointly tried, when compared  
18 with those requiring separate adjudication, are so numerous or substantial that the  
19 maintenance of a class action would be advantageous to the judicial process and  
20 to the litigants.

21 (*Sav-On, supra*, 34 Cal.4th at p. 326, internal quotation marks, ellipses, and citations omitted.)

22 Plaintiffs state that there are approximately 7,000 class members, who can be identified  
23 from a review of Defendant’s records. There are common questions regarding whether class  
24 members were subjected to common practices that violated wage and hour laws. No issue has  
25 been raised regarding the typicality or adequacy of Plaintiff as class representative. Therefore,  
26 the court finds that the proposed class should be conditionally certified for settlement purposes.

#### 27 **E. Class Notice**

28 The content of a class notice is subject to court approval. “If the court has certified the  
action as a class action, notice of the final approval hearing must be given to the class members in  
the manner specified by the court.” (Cal. Rules of Court, rule 3.769(f).)



1 Here, the notice generally complies with the requirements for class notice. (Agreement,  
2 Ex. 1.) It provides basic information about the settlement, including the settlement terms, and  
3 procedures to object or request exclusion. The court approves the class notice.

4 **IV. Conclusion**

5 Accordingly, the motion for preliminary approval of the class and representative action  
6 settlement is GRANTED. The final approval hearing is scheduled for February 26, 2025 at 1:30  
7 p.m. in Department 19. Plaintiffs' counsel shall file supplemental declaration(s) no later  
8 than February 10, 2025, containing the information requested by the court.

9 **IT IS SO ORDERED.**

10  
11 DATED: August 15, 2024



HON. THEODORE C. ZAYNER  
JUDGE OF THE SUPERIOR COURT

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**PROOF OF SERVICE**

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA                    ]  
  ]ss.  
COUNTY OF SAN BENITO ]

I, Megan Tittle, am employed in the County of San Benito, State of California. I am over the age of 18 and not a party to the within action; my business address is 501 San Benito Street, Suite 200, Hollister, CA 95023.

On August 15, 2024, I served the following document(s) described as: **STIPULATION TO CONSOLIDATE CASES AND LEAVE TO FILE SECOND AMENDED CONSOLIDATED COMPLAINT; AND [PROPOSED] ORDER** on the interested parties in this action as follows:

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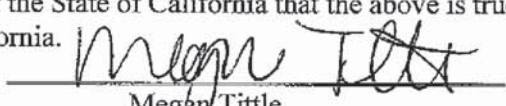
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*Attorneys for Plaintiff Karen Roldan, the Class, and  
on behalf of the State of California*

  X   BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Saylor eFileCA E-Filing System at the website www.efile.saylorlegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 15, 2024, at Hollister, California.

  
Megan Tittle