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

FEB 27 2023

BY   
JESSICA MORALES, DEPUTY

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN BERNARDINO  
11

12 SAMANTHA JOE SERRANO, individually, and  
on behalf of all others similarly situated,

13 *Plaintiff,*

14 vs.

15 HOSPITAL OF BARSTOW, INC d/b/a  
16 BARSTOW COMMUNITY HOSPITAL, a  
California Corporation; and DOES 1 through 10,  
17 inclusive.

18 *Defendants.*

Case No.: CIVDS2006967

Assigned to: Hon. David Cohn, Dept. S-26

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: January 31, 2023

Time: 10:00 a.m.

Courtroom: Dept. S-26

Judge: Hon. David Cohn

Action Filed: March 05, 2020

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff SAMANTHA JOE SERRANO ("Plaintiff") and HOSPITAL OF BARSTOW, INC.  
3 ("Defendant") have reached terms of settlement for a putative class action and representative action.

4 Plaintiff has filed a motion for preliminary approval of a class action settlement of the claims  
5 asserted against Defendant in this action, memorialized in the JOINT STIPULATION OF CLASS AND  
6 REPRESENTATIVE ACTION SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of  
7 Plaintiff's Motion for Preliminary Approval of Class Action Settlement ["Leviant Decl."], at Exh. 1).  
8 The JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT is  
9 referred to herein as the "Agreement" or "Settlement."

10 After reviewing the Agreement, the Notice process, and other related documents, and having  
11 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

12 1. The Court preliminarily finds that the terms of the proposed class action Settlement are  
13 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting  
14 preliminary approval of the class action settlement the Court has considered the factors identified in  
15 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer,*  
16 *Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

17 2. The Court finds that the Settlement has been reached as a result of intensive, serious and  
18 non-collusive arms-length negotiations. The Court further finds that the parties have conducted  
19 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate  
20 their respective positions. The Court also finds that settlement at this time will avoid additional  
21 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution  
22 of the action. The Court finds that the risks of further prosecution are substantial.

23 3. The parties' Settlement is granted preliminary approval as it meets the criteria for  
24 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears  
25 to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.  
26 The Settlement Class meets the requirements for conditional certification for settlement purposes only  
27 under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of  
28 the proposed settlement Class of the terms of the proposed settlement.

1           4.       The parties' proposed notice plan is constitutionally sound because individual notices  
2 will be mailed to all Class Members whose identities are known to the parties, and such notice is the  
3 best notice practicable. The parties' proposed Class Notice, attached to the Settlement as Exhibit A  
4 thereto, is sufficient to inform Class Members of the terms of the Settlement, their rights under the  
5 settlement, their rights to object to the Settlement, their right to receive a payment under the settlement  
6 or elect not to participate in the settlement, and the processes for doing so, and the date and location of  
7 the final approval hearing and are therefore approved.

8           5.       The following persons are certified as Class Members solely for the purpose of entering  
9 a settlement in this matter:

10                   All non-exempt employees of Defendant who worked for Defendant in  
11 California at any time during the Class Period (the "Class Period" is March 5, 2016  
12 through the date upon which the Court grants preliminary approval of this Settlement).  
(Settlement, ¶¶ 3-4.)

13           6.       Plaintiff SAMANTHA JOE SERRANO is appointed the Class Representative. The  
14 Court finds that Moon & Yang, APC, Plaintiff's counsel, are adequate, as they are experienced in wage  
15 and hour class action litigation and have no conflicts of interest with absent Class Members, and that  
16 they adequately represented the interests of absent class members in the Litigation. Moon & Yang,  
17 APC, is appointed Class Counsel.

18           7.       The Court appoints ILYM Group, Inc., to act as the Settlement Administrator, pursuant  
19 to the terms set forth in the Agreement.

20           8.       Defendant is directed to provide the Settlement Administrator the names and most  
21 recent known mailing addresses of Class Members and any other information required in accordance  
22 with the Agreement (the "Class List"), no later than 21 calendar days after entry of this Order.  
23 (Settlement, ¶ 32(a).)

24           9.       The Settlement Administrator is directed to mail the approved Class Notice by first-  
25 class mail to the Class Members in accordance with the Agreement, no later than 14 calendar days after  
26 receipt of the Class List. (Settlement, ¶ 32(b).)

27           10.      Class Members will be bound by the Agreement unless they submit a timely and valid  
28 written request to be excluded from the Settlement, postmarked no later than 60 days following mailing

1 of the Notice, or as possibly extended by operation of Paragraph 15 of the Settlement for certain re-  
2 mailed Notices.

3 11. Any request for exclusion shall be submitted to the Settlement Administrator rather than  
4 filed with the Court. Class members are not required to send copies of their Exclusion request to  
5 counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration  
6 authenticating a copy of every Exclusion request received by the Administrator.

7 12. A final approval hearing will be held on 7/18, 2023, at  
8 10:00, in Department S-26, to determine whether the settlement should be granted final approval  
9 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence  
10 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or  
11 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice  
12 and this Order. The final approval hearing may be conducted telephonically.

13 13. Plaintiff shall file a Motion for Final Approval, including any request for an award of  
14 fees, costs, and Enhancement Award to Plaintiff, no later than 16 court days / \_\_\_\_\_ calendar days  
15 prior to the final approval hearing. In conjunction with the filing of the final approval motion, a  
16 declaration from the Settlement Administrator on the outcome of the notice process shall be filed with  
17 the Court. At that time, the Parties shall also file responses to any written objections received by the  
18 Settlement Administrator by the Response Deadline.

19 14. As set forth in the Notice, any Class Member may appear at the final approval hearing  
20 in person (which "in person" appearance may be telephonic, as noted above) or by his or her own  
21 attorney and show cause why the Court should not approve the settlement, or object to the motion for  
22 awards of the Class Representative Service Payments and Attorney's Fees and Costs. For any written  
23 comments or objections to be considered at the hearing, the Class Member must submit a written  
24 objection in accordance with the deadlines set forth in the Class Notice, or as otherwise permitted by  
25 the Court.

26 15. Any written objection shall be submitted to the Settlement Administrator rather than  
27 filed with the Court. Class members are not required to send copies of their written objection to  
28

1 counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration  
2 authenticating a copy of every written Objection received by the Administrator.

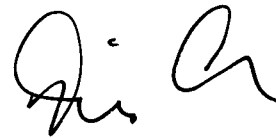
3 16. The Court reserves the right to continue the date of the final approval hearing without  
4 further notice to Class Members.

5 17. Class Counsel shall give notice to any objecting party of any continuance of the hearing  
6 of the motion for final approval.

7 18. The Court retains jurisdiction to consider all further applications arising out of or in  
8 connection with the settlement.

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10 **IT IS SO ORDERED.**

11  
12 Dated: 2/27/23



Hon. David Cohn  
SAN BERNARDINO COUNTY SUPERIOR COURT  
JUDGE

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7<sup>th</sup> Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Amanda C. Sommerfeld  
Amanda W. Molinari  
JONES DAY  
555 South Flower Street  
Los Angeles, CA 90071-2300  
Telephone: (213) 243-2357  
Email: amolinari@jonesday.com  
Email: asommerfeld@jonesday.com

*Counsel for Defendant Hospital of Barstow, Inc.*

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **September 27, 2022** at Los Angeles, California.

H. Scott Leviant  
Type or Print Name

  
Signature