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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON**

**Nathan Hofstader and Richard
Cerenzia, individually and on
behalf of others similarly situated,**

Plaintiffs,

v.

**Emergency Physician Services, P.S.
Providence Holy Family Hospital,
Sacred Heart Medical Center, and
Providence Health and Services,**

Defendants.

Case No.: 2:18-cv-00062-SMJ

**ORDER FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
AWARD OF ATTORNEYS’ FEES,
COSTS AND SERVICE AWARDS;**

JUDGE: Hon. Salvador J. Mendoza

FINAL APPROVAL ORDER

After arm’s length negotiations and settlement discussions, Plaintiffs Nathan Hofstader (“Hofstader”) and Richard Cerenzia (“Cerenzia”) (or jointly as “Plaintiffs”), and Defendant Providence Health and Services (“Defendant”) (herein jointly referred to as the “Parties”) entered in to a Class Action Settlement Agreement (hereinafter referred to as the “Agreement”), which is subject to review pursuant to the applicable Rules of Civil Procedure. [Dkt. 50-5]. On July 17, 2019, the Parties filed the Agreement, along with Plaintiff’s Motion for Preliminary Approval of Class Action Settlement Agreement (hereinafter referred to as the “Preliminary Approval Motion”). [Dkt. 50].

1 On August 24, 2020, upon consideration of the Agreement, Preliminary
 2 Approval Motion, and the record, the Court entered an Order of Preliminary
 3 Approval of Class Action Settlement (hereinafter referred to as the “Preliminary
 4 Approval Order”) [Dkt 51]. Pursuant to the Preliminary Approval Order, the
 5 Court, among other things, (i) preliminarily approved the proposed settlement; (ii)
 6 appointed Hofstader and Cerenzia as the Class Representatives; (iii) appointed
 7 Kazerouni Law Group, APC and Mayo Law Group, PLLC as Class Counsel; and
 8 (iv) set the date and time of the Final Approval Hearing.

9 On November 9, 2020, Class Counsel timely filed their Motion for Final
 10 Approval and for Attorneys’ Fees, costs, and incentive award. (hereinafter referred
 11 to as the “Final Approval Motion”). Pursuant to their Final Approval Motion,
 12 Plaintiffs request final approval of the proposed class action settlement and
 13 approval of Plaintiffs’ motion for attorneys’ fees, costs, and incentive award.

14 On February 9, 2020, a Final Approval Hearing was held to determine
 15 whether the lawsuit satisfies the applicable prerequisites for class action treatment
 16 and whether the proposed settlement is fundamentally fair, reasonable, adequate,
 17 and in the best interests of the Class Members and should be approved by the
 18 Court. The Court has read and considered the Agreement, Final Approval Motion
 19 and the record. All capitalized terms used herein have the meanings defined herein
 20 and/or in the Agreement.

21 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

- 22 1. JURISDICTION: The Court has jurisdiction over the subject matter of the
 23 Action and over all settling parties hereto.
 24 2. SETTLEMENT CLASS MEMBERS: The Class is defined as:

25
 26 All individuals (or their guardians or representatives)
 27 who from February 20, 2014, until the date the Motion
 28 for Preliminary Approval is filed with the Court, who
 received emergency care medical treatment from a PHS-

1 WA hospital, or a PHS hospital in Washington State.

2 3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT:

3 The Court finally certifies Nathan Hofstader and Richard Cerenzia as the
4 Class Representatives and has appointed Abbas Kazerounian and Ryan L.
5 McBride of Kazerouni Law Group, APC, and Boyd M. Mayo of Mayo Law
6 Group, PLLC as Class Counsel.

7 4. NOTICE AND CLAIMS PROCESS: Pursuant to the Court's Preliminary

8 Approval Order, the Claims Administrator has complied with the approved
9 notice process as confirmed in its declaration filed with the Court. The form
10 and method for notifying the Settlement Class members of the settlement and
11 its terms and conditions was in conformity with this Court's Preliminary
12 Approval Order and satisfied the requirements of the Federal Rules of Civil
13 Procedure and due process, and constituted the best notice practicable under
14 the circumstances. The Court finds that the notice process was clearly
15 designed to advise the Settlement Class members of their rights. Further, the
16 Court finds that the opt-out and exclusion process set forth in the Agreement
17 was followed and that the process was the best practicable procedure under
18 the circumstances.

19 5. FINAL CLASS CERTIFICATION: The Court again finds that the Action
20 satisfies the applicable prerequisites for class action treatment, namely:

- 21 (a) The Settlement Class members are so numerous that joinder of all of
22 them in the Action would be impracticable;
- 23 (b) There are questions of law and fact common to the Settlement Class
24 members, which predominate over any individual questions;
- 25 (c) The claims of Hofstader and Cerenzia are typical of the claims of the
26 Settlement Class members;
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1 (d) Hofstader, Cerenzia, and Class Counsel have fairly and adequately
2 represented and protected the interests of all the Settlement Class
3 members; and

4 (e) Class treatment of these claims will be efficient and manageable, thereby
5 achieving an appreciable measure of judicial economy, and a class action
6 is superior to other available methods for a fair and efficient adjudication
7 of this controversy.

8 6. The Court finds that the settlement of the Action, on the terms and conditions
9 set forth in the Agreement, is in all respects fundamentally fair, reasonable,
10 adequate, and in the best interests of the Settlement Class members,
11 especially in light of the benefits to the Settlement Class members, the
12 strength of the Plaintiffs' case, the complexity, expense and probable
13 duration of further litigation, the risk and delay inherent in possible appeals,
14 and the risk of collecting any judgment obtained on behalf of the class.

15 7. The Court finds: (1) The proposed settlement was fairly and honestly
16 negotiated; (2) Serious questions of law and fact exist, placing the ultimate
17 outcome of the litigation in doubt; (3) The value of an immediate relief
18 outweighs the mere possibility of future relief after protracted and expensive
19 litigation; and (4) the parties represent to this Court that the settlement is fair
20 and reasonable.

21 8. SETTLEMENT TERMS: The Agreement, which has been filed with the
22 Court and shall be deemed incorporated herein, and the proposed settlement
23 are finally approved and shall be consummated in accordance with the terms
24 and provisions thereof, except as amended by any order issued by this Court.
25 The material terms of the Agreement include, but are not limited to, the
26 following:

27 1. Defendant shall make the policy changes as described in the
28 Agreement, ¶ 26.

1 2. Defendant shall pay \$2,500.00 to each of Hofstader and Cerenzia
2 payable through the Class Administrator as an Incentive Payment
3 for bringing and participating in this action; and

4 3. Class Counsel’s hourly rates are fair and reasonable. Defendant
5 shall pay to Class Counsel the sum of \$95,000 as attorneys’ fees
6 and costs; and,

7 4. Plaintiffs’ counsel shall pay the Class Administrator directly for
8 notice costs.

9 9. EXCLUSIONS AND OBJECTIONS: Five (5) exclusions were received.
10 The persons requesting exclusion are: Angela Faucett, Latoya Minnifield,
11 Asher Rivera, Ignacio Stephens, and Heather Taylor. The Court hereby
12 excludes these individuals from the Settlement Class.

13 10. The Settlement Class members were given an opportunity to object to the
14 settlement. No Settlement Class members filed objections and no Class
15 Members appeared at the Final Approval hearing to voice an objection.

16 11. This Order is binding on all Settlement Class members, except the
17 individuals named in paragraph 9, who validly and timely excluded
18 themselves from the Class.

19 12. RELEASE OF CLAIMS AND DISMISSAL OF ACTION: The Class
20 Representative, Settlement Class members, and their successors and assigns
21 are permanently barred and enjoined from instituting or prosecuting class
22 claims (monetary and non-monetary), and all non-monetary individual claims
23 against the Released Parties, as set forth in the Agreement. Pursuant to the
24 release contained in the Agreement, the Released Claims are compromised,
25 discharged, and dismissed with prejudice by virtue of these proceedings and
26 this Order.

27 13. The Action is hereby dismissed with prejudice in all respects.
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14. Without affecting the finality of this Final Judgment and Order of Dismissal with Prejudice, the Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Action and/or Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order.

Dated: _____

HONORABLE SALVADOR J. MENDOZA
Judge Of The United States District Court