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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LASSEN

NATALIE CHRESTENSEN; DELORIS
RIDDLE, individuals, on behalf of themselves
and on behalf of all persons similiary situated,

Plaintiffs,
v.

NORTHEASTERN RURAL HEALTH
CLINICS, a California Corporation; and DOES
1-50, Inclusive,

Defendants.

Case No. 63703

[PROPOSED] JUDGMENT

Date: April 13, 2023
Time: 10:00 a.m.

Judge: Hon. Leonard J. La Casse
Dept.: C

1 Plaintiffs' motion for an order finally approving the Stipulation of Settlement of Class Action
2 and PAGA Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award and
3 Class Representative Service Awards duly came on for hearing on April 13, 2023, before the above-
4 entitled Court. The parties having settled this action and the Court having entered an Order Granting
5 Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing
6 therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all employees who are or previously were employed by Defendant in
10 California and who were classified as non-exempt employees during the Class Period." The Class
11 Period is defined as the period from June 24, 2017 to September 13, 2022.

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
24 Member who has not validly opted out has released the "Released Class Claims" against the
25 Defendant as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims are defined as all class claims alleged or that could have been alleged
28 based on the factual allegations in the operative complaint in the Action and Plaintiff Chrestensen's

1 PAGA Letter, which occurred during the Class Period, and expressly excluding claims for vested
2 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
3 compensation, and class claims outside of the Class Period, and excluding claims for PAGA
4 penalties, which are separately released.

5 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiffs, the
6 Labor and Workforce Development Agency ("LWDA"), the State of California, and each "PAGA
7 Member" has released the Defendant from the "Released PAGA Claims" for the "PAGA Period"
8 as set forth in the Agreement.

9 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
10 The PAGA Members are defined as all employees who are or previously were employed by
11 Defendant in California and who were classified as non-exempt employees during the PAGA
12 Period. The Released PAGA Claims are defined as all PAGA claims alleged or that could have been
13 brought based on the factual allegations in the operative complaint in the Action and Plaintiff
14 Chrestensen's PAGA Letter, which occurred during the PAGA Period, and expressly excluding
15 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
16 security, workers' compensation, and PAGA claims outside of the PAGA Period. The PAGA Period
17 means the period of April 19, 2020 to September 13, 2022.

18 9. This Court hereby grants final approval and awards the following: (i) One Hundred
19 One Thousand One Hundred and Sixty-Four Dollars and Eighty-Two Cents (\$101,164.82) for the
20 Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Ninety Thousand
21 Dollars and Zero Cents (\$90,000.00) and litigation expenses in the amount of Eleven Thousand One
22 Hundred Sixty-Four Dollars and Eighty-Two Cents (\$11,164.82); (ii) the Class Representative
23 Service Awards to Class Representatives Natalie Chrestensen and Deloris Riddle in the amount of
24 Fifteen Thousand Dollars and Zero Cents (\$15,000.00), comprised of \$10,000 to Plaintiff
25 Chrestensen, and \$5,000 to Plaintiff Riddle in exchange for a general release; (iii) settlement
26 administration costs of Eight Thousand Five Hundred Dollars (\$8,500) to ILYM Group, Inc.
27 ("Settlement Administration Costs"); and (iv) Seven Thousand Five Hundred Dollars and Zero
28

1 Cents (\$7,500.00) (75% of the PAGA Settlement) to the Labor and Workforce Development Agency
2 (“LWDA Payment”).

3 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
4 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
5 section 2699(1)(3).

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
7 **ORDERED.**

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10 DATED: _____, 2023

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12 _____
13 Hon. Leonard J. La Casse
14 Judge, Superior Court for the State of California,
15 County of Lassen
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