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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 similarly situated,

Plaintiffs,

v.

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

Defendants.

Case No. 63703

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: November 8, 2022

Time: 9:00 a.m.

Dept.: 2

1 This matter having come before the Superior Court of the State of California, in and for the
2 County of Lassen, at 9.00 a.m. on November 8, 2022, with Jean-Claude Lapuyade, Esq., of the JCL
3 LAW FIRM, APC, and Shani O. Zakay, Esq. of the ZAKAY LAW GROUP, APLC, as counsel for
4 plaintiffs NATALIE CHRESTENSEN and DELORIS RIDDLE (“Plaintiffs”), and Bruce M. Timm,
5 Esq., Kimberly A. Lucia, Esq., and Andrew M. Ducart, Esq., of Boutin Jones, Inc. appearing for
6 defendant NORTHEASTERN RURAL HEALTH CLINICS (“Defendant”). The Court, having
7 carefully considered the briefs, argument of counsel and all the matters presented to the Court, and
8 good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class and
9 PAGA Action Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class Action and
12 PAGA Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct
13 copy of which is attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the
14 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
15 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendant shall pay is Two Hundred Seventy Thousand Dollars (\$270,000.00). It appears to the Court
20 on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
21 Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arm’s-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. Plaintiffs seeks a Class Counsel Award not to exceed one-third of the Gross Settlement Amount, currently estimated to be Ninety Thousand Dollars (\$90,000.00), plus costs and expenses not to exceed Twenty Thousand Dollars (\$20,000.00), and proposed Class Representative Service Award to the Class Representatives, Natalie Chrestensen and Deloris Riddle, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00), with Ten Thousand Dollars (\$10,000) allocated to Plaintiff Chrestensen and Five Thousand Dollars (\$5,000) allocated to Plaintiff Riddle. While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or the Class Representative Service Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

“All employees who are or previously were employed by Defendant in California and who were classified as non-exempt employees during the Class Period [June 24, 2017, to September 13, 2022].”

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives

will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representatives in their individual capacities and as the representative of the Class Members.

8. The Court provisionally appoints plaintiffs NATALIE CHRESTENSEN and DELORIS RIDDLE as the representatives of the Class.

9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, and Shani Zakay, Esq., of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action Settlement (“Notice Packet”) attached to the Agreement as Exhibit “A”. The Court finds that the Notice Packet appears to fully and accurately inform the Class Members and PAGA Members of all material elements of the proposed Settlement, including the right of any Class Member to be excluded from the Class by submitting a written request for exclusion, and of each Class Member’s right and opportunity to object to the Settlement. The Court further finds that the distribution of the notices substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms set forth in the Agreement.

11. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator. Within fourteen (14) business days after the Preliminary Approval Date, Defendant shall provide to the Settlement Administrator the Class Data, including information regarding Class Members that Defendant will in good faith compile from its records, including each Class Member’s full name; last known address; Social Security Number; and start dates and end dates of employment. Within fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail using its best judgment to determine the current mailing address for each Class Member.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the

1 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
2 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from
3 the Settlement of the Released Class Claims that are set forth in the Notice Packet. All requests for
4 exclusion must be postmarked or received by the Response Deadline which is forty-five (45) days after
5 the date the Notice Packet is mailed to the Class Members or, in the case of a re-mailed Notice Packet,
6 not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to
7 opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
8 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
9 comment thereon. Class Members who have not requested exclusion shall be bound by all
10 determinations of the Court, the Agreement, and Judgment. A request for exclusion may only opt out
11 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
12 individuals is not permitted and will be deemed invalid.

13 13. Any Class Member who has not opted out may appear at the final approval hearing and
14 may object or express the Class Member's views regarding the Settlement and may present evidence
15 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
16 by the Court as provided in the Notice Packet. Class Members will have forty-five (45) days from the
17 date the Settlement Administrator mails the Notice Packet to postmark their written objections to the
18 Settlement Administrator.

19 14. A final approval hearing shall be held before this Court on _____ at
20 _____ AM in Department 2 of the Lassen County Superior Court to determine all necessary matters
21 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
22 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
23 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
24 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
25 to the Class; and to finally approve the Class Counsel Award, Class Representative Service Award, and
26 the Settlement Administration Costs. All papers in support of the Motion for Final Approval shall be
27 filed with the Court and served on all counsel no later than twenty-eight (28) calendar days following
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the expiration of the Response Deadline.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way, and shall not be used as evidence of, or used against Defendant as an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

17. Pending final determination of whether the Settlement should be approved, Class Representatives and all Class Members are barred and enjoined from filing, commencing, prosecuting, intervening in, instigating or in any way participating in the commencement or prosecution of any lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a timely request for exclusion pursuant to the Agreement.

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