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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES

14 IRIS ASTUDILLO, an individual, CRYSTAL
15 DELGADO, an individual, on behalf of herself
16 and all others similarly situated,

17 Plaintiff,

18 vs.

19 TORRANCE HEALTH ASSOCIATION,
20 INC., a California Corporation; and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE NO.: 20STCV18424

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: May 25, 2023 _____
Hearing Time: 9:00 a.m.

Judge: Hon. Elihu M. Berle
Dept: SS-6

Date Filed: May 11, 2020
Trial Date: Not yet set

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24 This matter came before the Honorable Elihu M. Berle of the Superior Court of the State of
25 California, in and for the County Los Angeles, on May 25, 2023, for hearing on the unopposed
26 motion by Plaintiffs Iris Astudillo and Crystal Delgado (collectively, "Plaintiffs") for preliminary
27 approval of the Settlement with Defendant Torrance Health Association, Inc. ("Defendant"). The
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PRELIMINARY APPROVAL ORDER

1 Court, having considered the briefs, argument of counsel and all matters presented to the Court
2 and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class
3 Action Settlement.

4
5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action, Collective Action and PAGA
7 Settlement Agreement ("Agreement") attached as Exhibit #1 to the Declaration of Kyle
8 Nordrehaug in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.
9 This is based on the Court's determination that the Settlement set forth in the Agreement is within
10 the range of possible final approval, pursuant to the provisions of Section 382 of the California
11 Code of Civil Procedure and California Rules of Court, rule 3.769.

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

14 3. The Gross Settlement Amount that Defendant shall pay is One Million Seventy-
15 Three Thousand Twenty-Five Dollars (\$1,073,025), of which Defendant has already paid \$73,025
16 in individual settlement payments to Class Members which will be credited towards the Gross
17 Settlement Amount. It appears to the Court on a preliminary basis that the settlement amount and
18 terms are fair, adequate and reasonable as to all potential Class Members when balanced against
19 the probable outcome of further litigation and the significant risks relating to certification, liability
20 and damages issues. It further appears that investigation and research have been conducted such
21 that counsel for the Parties are able to reasonably evaluate their respective positions. It further
22 appears to the Court that the Settlement will avoid substantial additional costs by all Parties, as
23 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
24 It further appears that the Settlement has been reached as the result of serious and non-collusive,
25 arms-length negotiations.

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

5 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
6 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$95,000, and
7 proposed Class Representative Service Payments to the two Plaintiffs in an amount not to exceed
8 \$10,000 each, which is \$20,000 in total for the two named Plaintiffs. The Court will not approve
9 the amount of attorneys' fees and costs, nor the amount of any service award, until the Final
10 Approval Hearing. Plaintiffs will be required to present evidence supporting these requests,
11 including lodestar, prior to final approval.

12 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
13 representative treatment and certification of a class for settlement purposes only. This stipulation
14 will not be deemed admissible in this or any other proceeding should this Settlement not become
15 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
16 both the Wage and Hour Class and the Background Check Class. The Wage and Hour Class is
17 defined as all individuals who are or previously were employed by Defendant in California and
18 classified as a nonexempt employee at any time during the Wage and Hour Class Period (the
19 "Wage and Hour Class Members"). The "Wage and Hour Class Period" is from May 11, 2016
20 through February 21, 2023. The Background Check Class is defined all individuals who executed
21 Defendant's background check disclosure form at any time during the Background Check Class
22 Period (the "Background Check Class Members"). The "Background Check Class Period" is from
23 May 11, 2013 through February 21, 2023.

24 7. The Court concludes that, for settlement purposes only, the Class meets the
25 requirements for certification under section 382 of the California Code of Civil Procedure in that:
26 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
27 impracticable; (b) common questions of law and fact predominate, and there is a well-defined

1 community of interest amongst the members of the Class with respect to the subject matter of the
2 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
3 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
4 class action is superior to other available methods for the efficient adjudication of this controversy;
5 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
6 adequate representatives of the Class.

7 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
8 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
9 Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug
10 Bhowmik De Blouw LLP as Class Counsel for the Class.

11 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development
13 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$5,000. “Aggrieved Employees” are all individuals who
15 were employed by Defendant in California and classified as a nonexempt employee at any time
16 during the PAGA Period. The PAGA Period is from January 20, 2019 through February 21, 2023.
17 Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided notice of the
18 Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

19 10. The Court hereby approves, as to form and content, the Class Notice attached to the
20 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
21 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
22 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
23 and opportunity to object to the Settlement. The Court further finds that the distribution of the
24 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
25 the requirements of due process, is the best notice practicable under the circumstances, and shall
26 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
27 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
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1 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
2 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
3 address for the Class Member no later than seven (7) days after the receipt of the undelivered
4 Class Notice.

5 11. The Court hereby appoints Phoenix Class Action Administration Solutions as the
6 Administrator. No later than fifteen (15) days after this Order, Defendants will provide the Class
7 Data to the Administrator. The Administrator will perform address updates and verifications as
8 necessary prior to the first mailing. Using best efforts to mail it as soon as possible, and in no
9 event later than fourteen (14) days after receiving the Class Data, the Administrator will mail the
10 Class Notice Packet to all Class Members via first-class regular U.S. Mail to their last known
11 address.

12 12. The Court hereby preliminarily approves the proposed procedure for exclusion
13 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
14 from the Class as provided in the Class Notice by following the instructions for requesting
15 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
16 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
17 Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response Deadline
18 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
19 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
20 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
21 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
22 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
23 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
24 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
25 group, class, or subclass of individuals is not permitted and will be deemed invalid.

26 13. Any Class Member who has not opted out may appear at the final approval hearing
27 and may object or express the Member's views regarding the Settlement, and may present
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1 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
2 and determined by the Court as provided in the Notice. Class Members will have until the
3 Response Deadline to submit their written objections to the Administrator. Written objections
4 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
5 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
6 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
7 Hearing to make an oral objection.

8 14. A final approval hearing shall be held before this Court on _____,
9 2023 at _____ in Department 6 at the Los Angeles County Superior Court to hear the motion
10 for final approval and the motion for attorneys' fees and costs, and to determine all necessary
11 matters concerning the Settlement, including: whether the proposed settlement of the Action on
12 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
13 should be finally approved by the Court; whether the Final Approval Order and Judgment should
14 be entered herein; whether the plan of allocation contained in the Agreement should be approved
15 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
16 costs, service awards, and the fees and expenses of the Administrator. All papers in support of the
17 motion for final approval and the motion for attorneys' fees, costs and service awards shall be
18 filed with the Court and served on all counsel no later than sixteen (16) court days before the
19 hearing and both motions shall be heard at this final approval hearing.

20 15. Neither the Settlement nor any exhibit, document, or instrument delivered
21 thereunder shall be construed as a concession or admission by Defendant in any way that the
22 claims asserted have any merit or that this Action was properly brought as a class or representative
23 action, and shall not be used as evidence of, or used against Defendants as, an admission or
24 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
25 omission by Defendant or with respect to the truth of any allegation asserted by any person.
26 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
27 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
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1 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
2 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
3 evidence of a presumption, concession, indication or admission by Defendant of any liability,
4 fault, wrongdoing, omission, concession or damage.

5 16. In the event the Settlement does not become effective in accordance with the terms
6 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
7 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
8 and the Parties shall revert to their respective positions as of before entering into the Agreement,
9 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
10 including all available defenses and affirmative defenses, and arguments that any claim in the
11 Action could not be certified as a class action and/or managed as a representative action . In such
12 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
13 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
14 the Agreement with respect to the effect of the Agreement if it is not approved.

15 17. The Court reserves the right to adjourn or continue the date of the final approval
16 hearing and all dates provided for in the Agreement without further notice to Class Members and
17 retains jurisdiction to consider all further applications arising out of or connected with the
18 proposed Settlement.

19 **IT IS SO ORDERED.**

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21 Dated: _____

22 _____
23 HON. ELIHU M. BERLE
24 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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