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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LASSEN

JACQUELINE MARSHALL, LANCE
PHILLIPS, KRISTIN KNOWLES, CHRIS
ANDERSON, KAYVAN MARSHALL,
KANE EDWARDS, JORDAN MOSER,
KYLE EVANS, JENNA DIAZ, TERRI
MAURICIO, JOANN LEE, TEISLEYE
SMITH, LAUREN YOUNG, HEATHER
IMHOF, STEPHANIE SWISHER, JOHN
SICKMAN and MARK HARMON,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

PHI AIR MEDICAL, LLC, a Limited Liability
Company; PHI HEALTH, LLC, a Limited
Liability Company; and Does 1 through 50,
Inclusive,

Defendants.

CASE NO.: **63485**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: December 8, 2022

Hearing Time: 10:00 a.m.

Judge: Hon. Mark R. Nareau

Dept.: 2 / Courtroom A

Complaint Filed: March 17, 2021

Trial date: None Set

1 The unopposed motion of Plaintiffs Jacqueline Marshall, Lance Phillips, Kristin Knowles,
2 Christopher Anderson, Kayvan Marshall, Kane Edwards, Jordan Moser, Kyle Evans, Jenna Diaz,
3 Terrianne Mauricio, Joann Lee, Teisleye Smith, Lauren Young, Heather Imhof, Stephanie
4 Swisher, John Sickman, and Mark Harmon (“Plaintiffs”) for an order finally approving the Class
5 Action Settlement Agreement (“Agreement” or “Settlement”) with Defendant PHI Health, LLC
6 (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the Settlement
7 Administrator duly came on for hearing on December 8, 2022 before the Honorable Mark R.
8 Nareau.

9
10 **I.**

11 **FINDINGS**

12 Based on the oral and written argument and evidence presented in connection with the
13 motion, the Court makes the following findings:

14 1. All terms used herein shall have the same meaning as defined in the Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending before
16 the Superior Court for the State of California, in and for the County of Lassen, and over all Parties
17 to this litigation, including the Class.

18 3. Based on a review of the papers submitted by Plaintiffs and a review of the
19 applicable law, the Court finds that the Gross Settlement Amount of Three Hundred Thirty
20 Thousand Dollars (\$330,000.00) and the terms set forth in the Agreement are fair, reasonable, and
21 adequate.

22 4. The Court further finds that the Settlement was the result of arm’s length
23 negotiations conducted after Class Counsel had adequately investigated the claims and became
24 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
25 Settlement, and the assistance of an experienced mediator in the settlement process, among other
26 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

1 **Preliminary Approval of the Settlement**

2 5. On July 26, 2022, the Court granted preliminary approval of the Settlement. At this
3 same time, the Court approved conditional certification of the Class for settlement purposes only.

4 **Notice to the Class**

5 6. In compliance with the Preliminary Approval Order, the Court-approved Class
6 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
7 about August 23, 2022. Mailing of the Class Notice to their last-known addresses was the best
8 notice practicable under the circumstances and was reasonably calculated to communicate actual
9 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
10 Class Members fully and accurately informed the Class Members of all material elements of the
11 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
12 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
13 fully with the laws of the State of California, the United States Constitution, due process and other
14 applicable law. The Class Notice fairly and adequately described the Settlement and provided
15 Class Members adequate instructions and a variety of means to obtain additional information.

16 7. The Response Deadline for opting out or submitting written objections to the
17 Settlement was October 7, 2022, which for re-mailings was extended by 15 days. There was an
18 adequate interval between notice and the deadline to permit Class Members to choose what to do
19 and to act on their decision. A full and fair opportunity has been afforded to the Class Members to
20 participate in this hearing, and all Class Members and other persons wishing to be heard have had
21 a full and fair opportunity to be heard. Class Members also have had a full and fair opportunity to
22 exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines
23 that all Class Members who did not timely and properly submit a request for exclusion are bound
24 by the Settlement and this Final Approval Order and Judgment.

25 **Fairness of the Settlement**

26 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
27 48 Cal.App.4th 1794, 1801 (1996).

1 a. The settlement was reached through arm's-length bargaining between the
2 Parties during an all-day mediation before Mark Rudy, an experienced mediator of wage and hour
3 class actions. There has been no collusion between the Parties in reaching the Settlement.

4 b. Plaintiffs' and their counsel's investigation and discovery have been
5 sufficient to allow the Court and counsel to act intelligently.

6 c. Counsel for all Parties are experienced in similar employment class action
7 litigation. Plaintiffs' counsel recommended approval of the Agreement.

8 d. The percentage of objectors and requests for exclusion is small. No
9 objections were received. Only one (1) request for exclusion was received.

10 e. The participation rate was high. Sixty-one (61) Class Members will be
11 mailed a settlement payment, representing 98.38% of the overall Class.

12 9. The consideration to be given to the Class Members under the terms of the
13 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
14 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
15 Members' claims, given the uncertainties and significant risks of the litigation and the delays
16 which would ensue from continued prosecution of the action.

17 10. The Agreement is approved as fair, adequate and reasonable and in the best
18 interests of the Class Members.

19 **Attorneys' Fees and Costs**

20 11. An award of \$110,000 for attorneys' fees, representing one-third of the Gross
21 Settlement Amount, and \$19,727.42 for litigation costs and expenses, is reasonable, in light of the
22 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
23 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
24 and billing statement.

25 **Class Representative Service Payments**

26 12. The Agreement provides for a Class Representative Service Payments of not more
27 than \$6,500 to each of the Plaintiffs, subject to the Court's approval. The Court finds that Class
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1 Representative Service Payments in the amount of \$6,500 to each Plaintiff is reasonable in light of
2 the risks and burdens undertaken by the Plaintiffs in this litigation, for their time and effort in
3 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
4 release.

5 **Settlement Administration Expenses**

6 13. The Settlement Administrator shall calculate and administer the payment to be
7 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
8 transmit the Class Representative Service Payments to the Plaintiffs, issue all required tax
9 reporting forms, calculate withholdings and perform the other remaining duties set forth in the
10 Agreement. The Settlement Administrator has documented \$4,295 in fees and expenses, and this
11 amount is reasonable in light of the work performed by the Settlement Administrator.

12 **PAGA Payment**

13 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
14 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development
15 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
16 Agreement pursuant to the PAGA and \$2,500 to be distributed to the Aggrieved Employees based
17 on their respective pay periods worked during the PAGA Period, which is January 11, 2020
18 through October 27, 2021. "Aggrieved Employees" are all individuals who are or previously were
19 employed by Defendant in California who were classified as non-exempt employees at any time
20 during the PAGA Period. Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA
21 was provided notice of the Agreement and these settlement terms and has not indicated any
22 objection thereto. The Court finds this PAGA Payment to be reasonable.

23
24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 1. The Class is certified for the purposes of settlement only. The Class is hereby
2 defined as follows:

3 All individuals who are or previously were employed by Defendant in California
4 who were classified as non-exempt employees at any time during the Class Period.

5 The “Class Period” is August 2, 2019 through October 27, 2021.

6 2. All persons who meet the foregoing definition are members of the Class, except for
7 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There was
8 one (1) request for exclusion received from Jame Casler.

9 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class.

11 4. Class Counsel are awarded attorneys’ fees in the amount of \$110,000 and costs in
12 the amount of \$19,727.42. Class Counsel shall not seek or obtain any other compensation or
13 reimbursement from Defendant, Plaintiffs or members of the Class.

14 5. The payment of Class Representative Service Payments in the amount of \$6,500 to
15 each of the Plaintiffs is approved.

16 6. The payment of \$4,295 to the Settlement Administrator for their fees and expenses
17 is approved.

18 7. The PAGA Payment of \$10,000 is approved to be distributed in accordance with
19 the Agreement.

20 8. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
21 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
22 entry.

23 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
24 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
25 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
26 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
27 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
28 is, may be construed as, or may be used as an admission by or against Defendant of any fault,

1 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
2 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
3 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
4 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
5 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
6 the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
7 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
8 Claims.

9 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
11 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
13 to individual Class Members.

14 11. If the Agreement does not become final and effective in accordance with the terms
15 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
16 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
17 revert to their respective positions as of before entering into the Agreement, and expressly reserve
18 their respective rights regarding the prosecution and defense of this Action, including all available
19 defenses and affirmative defenses, and arguments that any claim in the Action could not be
20 certified as a class action and/or managed as a representative action.

21
22 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

23 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiffs, and all members of the Class, shall take nothing in the Action.

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

3 3. All Parties shall bear their own attorneys' fees and costs, except as otherwise
4 provided in the Agreement and in this Final Approval Order and Judgment.

5 4. Upon the Effective Date, the Released Parties shall be released from the
6 Participating Class Members of any and all claims that were alleged or could have been alleged
7 based on the facts in the operative complaint in the Action which occurred or are alleged to have
8 occurred during the Class Period ("Released Class Claims"), including claims for violation
9 California Business and Professions Code § 17200 *et seq.*; (2) failure to pay overtime wages in
10 violation of California Labor Code § 510, *et seq.*; (3) failure to pay minimum wages in violation of
11 California Labor Code §§ 1194, 1197, & 1197.1; (4) failure to provide required meal periods in
12 violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5)
13 failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and
14 the applicable IWC Wage Order; (6) failure to reimburse employees for required expenses in
15 violation of California Labor Code § 2802; (7) failure to provide accurate itemized wage
16 statements in violation of California Labor Code § 226; (8) failure to provide wages when due in
17 violation of California Labor Code §§ 201, 202 and 203; and (9) violation of the Private Attorney
18 General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA") based upon the forgoing alleged
19 violations. This release expressly excludes all other claims, including claims for vested benefits,
20 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
21 and Class claims outside of the Class Period.

22 5. Upon the Effective Date, the Released Parties shall be released from the State of
23 California and the Aggrieved Employees of all PAGA claims for civil penalties under California
24 Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor
25 Code sections and applicable Wage Orders that were alleged or could have been alleged based on
26 the facts in the in the LWDA Notices submitted by Plaintiffs and the operative complaint in the
27 Action which occurred during the PAGA Period, irrespective of theory, including claims for
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1 PAGA penalties based on violations of California Labor Code sections 201 to 203, 204, 210,
2 226(a), 226.3, 226.7, 246, 351, 510, 512, 558(a)(a)(2), 1194, 1197, 1197.1, 1198, 2699, 2802, the
3 California Industrial Welfare Commission Wage Orders, and any other claims asserted in the
4 operative Complaint in the Action or in the LWDA Notices submitted by Plaintiffs (“Released
5 PAGA Claims”). The release of the Released PAGA Claims shall be effective as to all Aggrieved
6 Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion
7 from the Class. The Released PAGA Claims do not include, claims for vested benefits, wrongful
8 termination, claims under the Fair Employment and Housing Act, unemployment insurance,
9 disability, social security, worker’s compensation, and PAGA claims outside of the PAGA Period.

10 6. Plaintiffs have generally released all claims as set forth in the Agreement and have
11 agreed to a waiver of Civil Code section 1542.

12 7. If any Participating Class Member’s check remains uncashed by the expiration
13 date, the funds from such uncashed checks will be paid to the California State Controller’s
14 Unclaimed Property Fund in the name of the Participating Class Member.

15 8. The Court hereby enters judgment in the entire Action as of the filing date of this
16 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
17 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
18 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
19 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

20
21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

22
23 Dated: _____

24 _____
25 HON. MARK R. NAREAU
26 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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