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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] PRELIMINARY
APPROVAL ORDER**

Hearing Date: July 26, 2022 _____
Hearing Time: 9:00 a.m.

Judge: Hon. Mark R. Nareau
Dept.: 2

Complaint Filed: March 17, 2021

Trial date: None Set

1 This matter came before the Honorable Mark R. Nareau of the Superior Court of the State
2 of California, in and for the County Lassen, on July 26, 2022, for hearing on the unopposed
3 motion by Plaintiffs Jacqueline Marshall, Lance Phillips, Kristin Knowles, Christopher Anderson,
4 Kayvan Marshall, Kane Edwards, Jordan Moser, Kyle Evans, Jenna Diaz, Terrianne Mauricio,
5 Joann Lee, Teisleye Smith, Lauren Young, Heather Imhof, Stephanie Swisher, John Sickman, and
6 Mark Harmon (“Plaintiffs”) for preliminary approval of the Settlement with Defendant PHI
7 Health, LLC (“Defendant”). The Court, having considered the briefs, argument of counsel and all
8 matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
9 Preliminary Approval of Class Action Settlement.

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11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Class Action Settlement Agreement
13 (“Agreement” or “Settlement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
14 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
15 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
16 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
17 Procedure and California Rules of Court, rule 3.769.

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

20 3. The Gross Settlement Amount that Defendant shall pay is Three Hundred Thirty
21 Thousand Dollars (\$330,000.00). It appears to the Court on a preliminary basis that the settlement
22 amount and terms are fair, adequate and reasonable as to all potential Class Members when
23 balanced against the probable outcome of further litigation and the significant risks relating to
24 certification, liability and damages issues. It further appears that investigation and research have
25 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
26 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
27 by all Parties, as well as avoid the delay and risks that would be presented by the further
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1 prosecution of the Action. It further appears that the Settlement has been reached as the result of
2 serious and non-collusive, arms-length negotiations.

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

9 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
10 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and a
11 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
12 \$6,500 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
13 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
14 evidence supporting these requests, including lodestar, prior to final approval.

15 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
16 representative treatment and certification of a class for settlement purposes only. This stipulation
17 will not be deemed admissible in this or any other proceeding should this Settlement not become
18 final. For settlement purposes only, the Court conditionally certifies the following Class: "all
19 individuals who are or previously were employed by Defendant in California who were classified
20 as non-exempt employees at any time during the Class Period." The Class Period is from August
21 2, 2019 through October 27, 2021.

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

1 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
2 class action is superior to other available methods for the efficient adjudication of this controversy;
3 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
4 adequate representatives of the Class.

5 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
6 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
7 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

8 9. The Court hereby approves, as to form and content, the Notice of Proposed
9 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
10 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
11 accurately inform the Class of all material elements of the proposed Settlement, of the Class
12 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
13 member’s right and opportunity to object to the Settlement. The Court further finds that the
14 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
15 and this Order meets the requirements of due process, is the best notice practicable under the
16 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
17 Court orders the mailing of the Class Notice by first class mail, both in English and Spanish,
18 pursuant to the terms set forth in the Agreement. If a Class Notice Packet is returned because of an
19 incorrect address, the Settlement Administrator will promptly search for a more current address for
20 the Class Member and re-mail the Class Notice Packet to the Class Member.

21 10. The Court hereby appoints Simpluris as Settlement Administrator. No later than 14
22 days after this Order, Defendant will provide to the Settlement Administrator an electronic
23 database containing the Class Data. The Settlement Administrator will perform address updates
24 and verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as
25 possible, and in no event later than 14 days after receiving the Class Data, the Settlement
26 Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S.
27 Mail to their last known address.

1 11. The Court hereby preliminarily approves the proposed procedure for exclusion
2 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
3 from the Class as provided in the Class Notice by following the instructions for requesting
4 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
5 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
6 the Class Notice. If a Class Notice Packet is re-mailed, the response deadline for requests for
7 exclusion will be extended an additional 15 days. Any such person who chooses to opt out of and
8 be excluded from the Class will not be entitled to any recovery under the Settlement and will not
9 be bound by the Settlement or have any right to object, appeal or comment thereon. Class
10 Members who have not requested exclusion shall be bound by all determinations of the Court, the
11 Agreement and the Judgment. A request for exclusion may only opt out that particular individual,
12 and any attempt to effect an opt-out of a group, class, or subclass of individuals is not permitted
13 and will be deemed invalid.

14 12. Any Class Member who has not opted out may appear at the final approval hearing
15 and may object or express the Member's views regarding the Settlement, and may present
16 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
17 and determined by the Court as provided in the Notice. Class Members will have forty-five (45)
18 calendar days after the date of the mailing of the Class Notice to mail their written objections to
19 the Settlement Administrator. If a Class Notice Packet is re-mailed, the response deadline for
20 written objections will be extended an additional 15 days. Alternatively, Class Members may
21 appear at the Final Approval Hearing to make an oral objection.

22 13. A final approval hearing shall be held before this Court on _____
23 _____ at _____ in Department 2 at the Hall of Justice Courthouse of the Lassen
24 County Superior Court to hear the motion for final approval and the motion for attorneys' fees and
25 costs, and to determine all necessary matters concerning the Settlement, including: whether the
26 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
27 fair, adequate and reasonable and should be finally approved by the Court; whether the Final
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1 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
2 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
3 to finally approve attorneys' fees and costs, service awards, and the fees and expenses of the
4 Settlement Administrator. All papers in support of the motion for final approval and the motion
5 for attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel
6 no later than sixteen (16) court days before the hearing and both motions shall be heard at this
7 final approval hearing.

8 14. Neither the Settlement nor any exhibit, document, or instrument delivered
9 thereunder shall be construed as a concession or admission by Defendant in any way that the
10 claims asserted have any merit or that this Action was properly brought as a class or representative
11 action, and shall not be used as evidence of, or used against Defendant as, an admission or
12 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
13 omission by Defendant or with respect to the truth of any allegation asserted by any person.
14 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
15 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
16 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
17 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
18 evidence of a presumption, concession, indication or admission by Defendant of any liability,
19 fault, wrongdoing, omission, concession or damage.

20 15. In the event the Settlement does not become effective in accordance with the terms
21 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
22 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
23 and the Parties shall revert to their respective positions as of before entering into the Agreement,
24 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
25 including all available defenses and affirmative defenses, and arguments that any claim in the
26 Action could not be certified as a class action and/or managed as a representative action . In such
27 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
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1 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
2 the Agreement with respect to the effect of the Agreement if it is not approved.

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

7 **IT IS SO ORDERED.**

8 Dated: _____

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10 HON. MARK R. NAREAU
11 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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