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**FILED**  
Superior Court of California  
County of Sacramento  
09/29/2023  
V. Aleman, Deputy

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**SUPERIOR COURT OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF SACRAMENTO**

PATRICIA BENTON, an individual, on  
behalf of herself and all others similarly  
situated and aggrieved,

Plaintiff,

v.

NORTHERN CALIFORNIA  
INALLIANCE, a California domestic non-  
profit corporation; ANDREA CROOM, an  
individual; and DOES 1 to 100, inclusive,

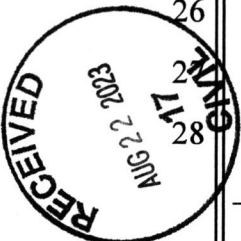
CASE NO. 34-2021-00293036

Assigned for All Purposes to:  
Hon. Lauri A. Damrell  
Dept. 28

~~PROPOSED~~ ORDER GRANTING MOTION  
FOR FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND REQUEST FOR  
ATTORNEY'S FEES AND COSTS, AND  
JUDGMENT THEREON

Date: September 15, 2023  
Time: 9:00 a.m.  
Dept.: 28

~~PROPOSED~~ ORDER GRANTING MOTION FOR FINAL APPROVAL



BY FAX

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for Final  
2 Approval of Class Action Settlement and Request for Attorney's Fees and Costs, and having heard  
3 argument regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,  
5 including the members of the Settlement Class.

6 2. The Amended Stipulation of Class and Representative Action Settlement and  
7 Release, attached as Exhibit 1 to the Supplemental Declaration of Zachary M. Crosner (filed on or  
8 about February 23, 2023) (the "Settlement Agreement"), is the product of arms-length  
9 negotiations between the parties and the terms of the Settlement Agreement are fair, reasonable,  
10 adequate, and in the best interests of the Settlement Class. The Settlement Agreement therefore is  
11 finally approved, and its terms incorporated herein. The Court orders the parties to the Settlement  
12 Agreement to perform forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its May 12,  
14 2023 Order Granting Preliminary Approval, hereby is certified under California Code of Civil  
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes "all persons  
16 employed by Northern California InAlliance and Andrea Croom (together the "Defendants") in  
17 California and classified as non-exempt employees who worked for Defendants during the Class  
18 Period of January 16, 2020, through December 20, 2022." For purposes of PAGA, the Aggrieved  
19 Employees include all persons "employed by Defendants in California and classified as a non-  
20 exempt employee who worked for Defendants during the PAGA Period of January 16, 2020, to  
21 December 20, 2022."

22 4. The Court adjudges Plaintiff and the Participating Class Members on behalf of  
23 themselves and their respective former and present representatives, agents, attorneys, heirs,  
24 administrators, successors, and assigns to have released and forever discharged the Released  
25 Parties (as defined in the Settlement Agreement), to the fullest extent permitted by law, from (i) all  
26 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the  
27 Operative Complaint, including any and all claims involving any alleged failure to pay minimum  
28 wages, failure to pay overtime wages, failure to provide rest periods, failure to provide meal

1 periods, wage statement violations, waiting time penalties, sick pay violations, failure to maintain  
2 records, unreimbursed business expenses, unfair business practices, interest and attorney's fees  
3 during the Class Period. Participating Class Members only release these claims for the duration of  
4 the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class  
5 Members do not release any other claims, including claims for vested benefits, wrongful  
6 termination, violation of the Fair Employment and Housing Act, unemployment insurance,  
7 disability, social security, worker's compensation, or claims based on facts occurring outside the  
8 Class Period.

9         6.       The Court further adjudges Plaintiff and the Aggrieved Employees on behalf of  
10 themselves and their respective former and present representatives, agents, attorneys, heirs,  
11 administrators, successors, and assigns to have released and forever discharged the Released  
12 Parties (as defined in the Settlement Agreement), to the fullest extent permitted by law, all claims  
13 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts  
14 stated in the Operative Complaint and the PAGA Notice during the PAGA Period. Aggrieved  
15 Employees only release these claims for the duration of the PAGA Period.

16         7.       Plaintiff Patricia Benton only, in addition to the claims being released by all  
17 Participating Class Members and Aggrieved Employees, is adjudged to have released and forever  
18 discharged the Released Parties, to the fullest extent permitted by law, of and from any and all  
19 claims, known and unknown, asserted and not asserted, which Plaintiff had or may have against  
20 the Released Parties as of the date of execution of the Settlement Agreement.

21         8.       The Settlement Administrator is ordered to distribute to the participating Class  
22 Members their respective individual settlement payments from the Net Settlement Amount as  
23 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the  
24 check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.  
25 No funds shall revert to any Defendant.

26         9.       The Court further orders that the Class Members be provided with notice of this  
27 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a  
28 copy of this Order and Judgment on its website for sixty (60) days.

1           10.     The Court approves an award of attorney's fees to Class Counsel in the amount of  
2 \$216,450.00, and an award of costs and expenses in the amount of \$10,000.00. Such amounts  
3 shall be paid as provided in the Settlement Agreement.

4           11.     The Court approves a service payment to plaintiff and Class Representative Patricia  
5 Benton in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such  
6 payment consistent with the terms of the Settlement Agreement.

7           12.     The Settlement Agreement provides the Settlement Administrator, Phoenix  
8 Settlement Administrators, shall be paid from the Gross Settlement Amount in an amount not to  
9 exceed \$10,000.00. As set forth in the Declaration of Taylor Mitzner, the Settlement  
10 Administrator is owed \$8,000 for services rendered and to be rendered in administering the  
11 settlement. The Court therefore orders that Phoenix be paid the amount of \$8,000 consistent with  
12 the terms of the Settlement Agreement.

13           13.     A compliance hearing is set for <sup>May 30</sup>~~September 12~~, 2024, at 1:30 p.m., in Department 28  
14 of the Sacramento County Superior Court. The Parties are ordered to file a compliance report at  
15 least ten (10) days before the non-appearance case review.

16           14.     Under California Rule of Court 3.769(h), without affecting the finality of this Order  
17 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement  
18 of the Settlement Agreement pursuant to further orders of this Court until the final judgment  
19 contemplated becomes effective and each and every act agreed to be performed by the parties has  
20 been performed under the terms of the Settlement Agreement; (2) any other action necessary to  
21 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,  
22 construction, and interpretation of the Settlement Agreement.

23           15.     Neither this Order and Judgment nor the Settlement Agreement upon which it is  
24 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.  
25 This Order is not a finding of the validity or invalidity of any claims in this action or a  
26 determination of any wrongdoing by any party. The final approval of the parties' settlement will  
27 not constitute any opinion, position or determination of this Court as to the merits of the claims or  
28 defenses of any party.

1           16. Judgment is hereby entered as follows: Plaintiff Patricia Steinfield and the  
2 Participating Class Members, consisting of all persons employed by Defendants in California and  
3 classified as non-exempt employees who worked for Defendants during the Class Period of  
4 January 16, 2020, through December 20, 2022 who have not otherwise opted out, shall take  
5 nothing from NCI, except as set forth in the Settlement Agreement.

6           17. The Court shall retain jurisdiction over the parties to interpret, implement and  
7 enforce this Judgment.

8           IT IS SO ORDERED.

9  
10           DATED: 09/29/2023

  
**Lauri A. Damrell / Judge**  
Judge of the Superior Court

