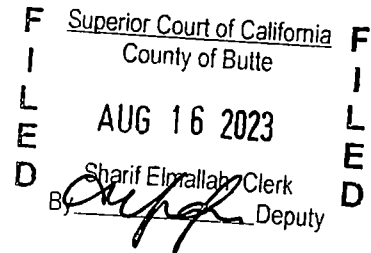


1 Scott Edward Cole, Esq. (S.B. #160744)
 2 Laura Grace Van Note, Esq. (S.B. #310160)
 3 Cody Alexander Bolce, Esq. (S.B. #322725)
COLE & VAN NOTE
 4 555 12th Street, Suite 2100
 Oakland, California 94607
 Telephone: (510) 891-9800
 Facsimile: (510) 891-7030
 5 Email: sec@colevannote.com
 Email: lvn@colevannote.com
 6 Email: cab@colevannote.com
 Web: www.colevannote.com



7
 8 Attorneys for Representative Plaintiff

9
 10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **IN AND FOR THE COUNTY OF BUTTE**

12 VERONICA GONZALEZ individually,
 13 and on behalf of all others similarly
 situated,

14 Plaintiff,

15 v.

16 SIERRA HEALTH AND WELLNESS
 17 CENTERS, LLC, and DOES 1 through
 100, inclusive,

18 Defendants.

Case No. 21CV01932

CLASS ACTION

[PROPOSED] ORDER:

- (1) GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT;
- (2) AWARDING ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL;
- (3) AWARDING ENHANCEMENT TO THE REPRESENTATIVE PLAINTIFF; AND
- (4) AWARDING REIMBURSEMENT OF SETTLEMENT ADMINISTRATION COSTS

Date: August 16, 2023
 Time: 9:00 am
 Dept.: 6

COLE & VAN NOTE
 ATTORNEYS AT LAW
 555 12th STREET, SUITE 2100
 OAKLAND, CA 94607
 TEL: (510) 891-9800

1 This matter came before the Superior Court of the State of California, in and for the County
2 of Butte, at 9:00 am on August 16, 2023 in Department 6, with Cole & Van Note appearing as
3 counsel for Representative Plaintiff Veronica Gonzalez ("Plaintiff"), individually and on behalf of
4 the Plaintiff Class and Aggrieved Employees, and Rediger Labor Law LLP appearing as counsel
5 for Defendant Sierra Health And Wellness Centers, LLC and Does 1 through 100, inclusive
6 ("Defendants"). The Court, having carefully considered the briefs, argument of counsel and all
7 matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for
8 Final Approval of Class Action Settlement.

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 proposed
15 Settlement Agreement ("Agreement").
16 2. This Court has jurisdiction over the subject matter of the above-captioned litigation
17 and over all Parties to this litigation, including the Settlement Class.

18 **Preliminary Approval of the Settlement**

- 19 3. On May 17, 2023, the Court granted preliminary approval of a class-wide
20 settlement. At this same time, the Court approved certification of a provisional Settlement Class
21 for settlement purposes only.

22 **Notice to the Plaintiff Class**

- 23 4. In compliance with the Preliminary Approval Order, the Class Notice Package was
24 mailed by first class mail to the Plaintiff Class Members at their last known addresses on or about
25 June 7, 2023. Mailing of the Class Notice Package to their last known addresses was the best notice
26 practicable under the circumstances and was reasonably calculated to communicate actual notice
27 of the litigation and the proposed settlement to the Plaintiff Class.

1 5. According to the Claims Administrator, there are 391 members of the Plaintiff
2 Class who will receive an Individual Settlement Share. The deadline for opting out or objecting
3 was July 7, 2023. There was an adequate interval between mailing of the Notice and the deadline
4 to permit Plaintiff Class Members to choose what to do and act on their decision. No Class
5 Members opted out or objected.

6 **Fairness of the Settlement**

- 7 a. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*,
8 48 Cal.App.4th 1794, 1801 (1996).
9 b. There has been no collusion between the parties in reaching the proposed
10 settlement.
11 c. Plaintiff's investigation and discovery have been sufficient to allow the court and
12 counsel to act intelligently.
13 d. Counsel for both parties are experienced in similar employment class action
14 litigation. All counsel recommended approval of the Agreement.
15 e. No Plaintiff Class Members opted out or objected.
16 f. The participation rate was 100%.

17 6. The consideration to be given to the Settlement Class Members under the terms of
18 the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the
19 claims asserted in this action and is fair, reasonable and adequate compensation for the release of
20 Settlement Class members' claims, given the uncertainties and risks of the litigation and the delays
21 which would ensue from continued prosecution of the action.

22 7. The proposed Agreement is approved as fair, adequate and reasonable and in the
23 best interests of Class Members.

24 **Attorneys' Fees/Costs**

25 8. The Agreement provides for (and counsel seeks) an award of up to \$ 192,500.00 to
26 Class Counsel as attorneys' fees in this action, representing 35% of the Gross Settlement Fund,
27 plus actual costs, subject to the Court's approval. Class Counsel requests an award of \$11,835.57
28 as reimbursement for litigation costs.

1 9. The award of attorneys' fees and reimbursement of litigation costs are reasonable,
2 in light of the contingent nature of Class Counsel's fee, the risks assumed and the results achieved
3 by Class Counsel—and in light of the significant uncompensated work Class Counsel anticipates
4 post-final approval of the settlement.

5 **Enhancement Award**

6 10. The Agreement provides for an Enhancement Award of \$11,000 for Representative
7 Plaintiff from the Gross Settlement Amount, subject to the Court's approval. The Court finds this
8 Enhancement Award reasonable in light of the risks and burdens undertaken by Representative
9 Plaintiffs in this Action and for her time and effort in bringing and prosecuting this matter on
10 behalf of the Plaintiff Class.

11 **Cost of Settlement Administration**

12 11. The Agreement provides for payment of settlement administration expenses from
13 the Gross Settlement Amount. The Settlement Administrator has \$10,750 in Claims
14 Administration expenses. The amount of this payment is reasonable in light of the work performed
15 by the Settlement Administrator and shall be awarded thereto.

16 **PAGA Payment**

17 12. The Agreement provides for a PAGA payment of \$10,000, from which \$7,500
18 shall be allocated and delivered to the California Labor and Workforce Development Agency
19 ("LWDA").

20 **II.**

21 **ORDERS**

22 Based on the foregoing findings, and good cause appearing, IT IS HEREBY
23 ORDERED, ADJUDGED AND DECREED:

24 1. The Settlement Class is certified for the purposes of settlement only. The Settlement
25 Class is hereby defined as:

26 All current and former non-exempt employees who worked at any time for Defendant
27 Sierra Health and Wellness Centers LLC in California on or after July 30, 2017, excluding
28 any such individuals who opt out of this Settlement.

2. All persons who meet the foregoing definition and did not exclude themselves from the Agreement are members of the Settlement Class.

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

4. Class Counsel are awarded attorneys' fees in the amount of \$ \$192,500.00 and litigation costs in the amount of \$11,835.57. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Settlement Class.

5. Payment of an Enhancement Award of \$11,000 to Plaintiff Veronica Gonzalez is approved.

6. The payment of \$10,750 to the Settlement Administrator for settlement administration services is approved.

7. The PAGA payment to the California Labor and Workforce Development Agency in the amount of \$7,500 (i.e., 3/4 of \$10,000) is approved.

8. A Final Judgment in this Action shall be entered. The Final Judgment shall bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge of the released claims against the released parties. All rights to appeal the Final Judgment have been waived. The Final Judgment and Final Approval Order shall have *res judicata* effect and bar all Settlement Class Members from bringing any action asserting Settlement Class Members' released claims under the Agreement.

9. The Agreement and Settlement are not an admission by Defendant, nor is this Final Approval Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant. Neither this Final Approval Order, the Final Judgment, the Agreement nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant and shall not be offered in evidence in any action or proceeding against Defendant in any court, administrative

1 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this
2 Final Approval Order, the Final Judgment, the Agreement or any related agreement or release.
3 Notwithstanding these restrictions, any of the released parties may file in the Action or any other
4 proceeding this Final Approval Order, the Final Judgment, the Agreement, or any other papers and
5 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
6 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the
7 released claims. Nothing set forth in this Order shall be construed to modify the absolute obligation
8 of the Representative Plaintiff to dismiss with prejudice, upon payment of the settlement amount
9 set forth in the settlement agreement, all of their claims set forth in this Action.

10 10. Notice of entry of this Final Approval Order and the ensuing Final Judgment shall
11 be given to Class Counsel on behalf of Plaintiff and all Settlement Class Members. It shall not be
12 necessary to send notice of entry of this Final Approval Order or the ensuing Final Judgment to
13 individual Settlement Class Members. The time for any appeal shall run from service of notice of
14 entry of the Final Approval Order and Final Judgment by Class Counsel on Defendant.

15 11. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
16 interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a
17 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
18 connection with the distribution of settlement benefits.

19 12. In the event the Settlement does not become final and effective in accordance with
20 the terms of the Settlement Agreement, or is terminated, cancelled or fails to become effective for
21 any reason, then this Final Approval Order, the Final Judgment, and all orders entered in
22 connection herewith shall be rendered null and void and shall be vacated.
23
24
25
26
27
28

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

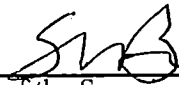
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

13. A Compliance Hearing is hereby set for May 8, 24 @ 9:00 am in Department 6 of this Court. At least ten (10) court days before the Compliance Hearing, Class Counsel shall submit a Case Management Conference Statement, accompanied by a Declaration from the Settlement Administrator (including a summary accounting identifying the distributions made, the number and value of any uncashed checks, the status of any unresolved issues and any other matters appropriate to evaluate the effectiveness and completeness of the distribution).

Sub Case Mgmt. Conf date - is vacated.

IT IS SO ORDERED.

Dated: 8/16/23

By: 
Judge of the Superior Court
STEPHEN E. BENSON