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8 Attorneys for Rochell Minor,
individually and on behalf of all others similarly situated
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11 **IN THE SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF BUTTE**

13 ROCHELL MINOR, individually and on behalf of
14 all others similarly situated,

15 Plaintiff,

16 v.

17 NPH MEDICAL SERVICES, INC; VENSURE HR,
18 INC.; and DOES 1 through 100,

19 Defendant(s).
20

Case No. 22CV00643

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL**

Hearing Date: June 19, 2024

Hearing Time: 9:00 a.m.

Department: 1

21 WHEREAS, this Action is pending before this Court as a putative class action lawsuit
22 brought by ROCHELL MINOR, the Named Plaintiff (“Plaintiff” or “Named Plaintiff”) against
23 Defendants NPH Medical Services, Inc. (hereinafter referred to as “NPH”) and Vensure HR, Inc.
24 (hereinafter referred to as “VHI” or collectively with NPH as “Defendants”); and

25 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the
26 settlement of the Action in accordance with the Class Action and PAGA Settlement Agreement
27 (the “Settlement Agreement”), which, together with the exhibits annexed thereto, sets forth the
28 terms and conditions for a proposed Settlement and final resolution of the Action upon the terms

1 and conditions set forth therein; and the Court having read and considered the Settlement
2 Agreement and the exhibits annexed thereto;

3 NOW, THEREFORE, IT IS HEREBY ORDERED:

4 1. This Order incorporates by reference the definitions in the Settlement Agreement,
5 and all terms defined therein shall have the same meaning in this Order as set forth in the
6 Settlement Agreement. Per the Parties' Settlement Agreement, the Court hereby conditionally
7 certifies the following Settlement Class: all person employed by NPH in California as an hourly
8 paid, non-exempt employee during the Class Period. The Class Period is March 30, 2018, to
9 December 22, 2023.

10 2. Upon Final Approval, and subject to Defendants' payment of all sums required
11 herein, the claims released by the Class Members will include the Claims set forth in the Class
12 Action Lawsuit for periods of time during employment with Defendant NPH in California as non-
13 exempt hourly employees during the Robles Settlement Class Period, including, but not limited to:

- 14 a. For Participating Class Members: any and all claims involving (1) Meal Period
15 Violations, (2) Rest Period Violations, (3) Failure to Pay Overtime Wages, (4)
16 Failure to Pay Minimum Wage, (5) Waiting Time Penalties, (6) Wage Statement
17 Penalties, and (7) Violations of the Unfair Competition Law for violations (1)
18 through (6). Except as set forth in Section 5.3 of the CLASS ACTION AND PAGA
19 SETTLEMENT AGREEMENT. (hereafter, the "Settlement Agreement" or just
20 "Agreement"), Participating Class Members do not release any other claims,
21 including claims for vested benefits, wrongful termination, violation of the Fair
22 Employment and Housing Act, unemployment insurance, disability, social security,
23 workers' compensation or claims based on facts occurring outside the Class Period.
- 24 b. For Aggrieved Employees: All Non-Participating Class Members who are Aggrieved
25 Employees are deemed to release, on behalf of themselves and their respective
26 former and present representatives, agents, attorneys, heirs, administrators,
27 successors and assigns, the Released Parties from all claims for PAGA penalties that
28 were alleged, or reasonably could have been alleged, based on the PAGA Period

1 facts stated in the Operative Complaint and the PAGA Notice, including, e.g., any
2 and all claims for PAGA Penalties for (a) Meal Period Violations, (b) Rest Period
3 Violations, (c) Failure to Pay Overtime Wages, (d) Failure to Pay Minimum Wages,
4 (e) Failure to Pay Wages Promptly During Employment and/or Upon Termination,
5 and (f) Failure to Provide Accurate Wage Statements.

6 Released Parties include Defendants and each of their former and current employees, agents,
7 principals, officers, directors, shareholders, investors, affiliated, related, parent company,
8 subsidiaries, insurers, attorneys, accountants, trustees, representatives, businesses, predecessors,
9 successors, subrogees, assigns and fiduciaries, and all other individuals, firms, or corporations with
10 whom any of the former have been, are now or may hereafter be affiliated.

11 In addition to the releases listed above, Named Plaintiff personally, shall be deemed to have,
12 and operation of the Judgement in this action shall have, agreed to be bound by the following
13 release:

14 Plaintiff and his respective former and present spouses, representatives, agents, attorneys,
15 heirs, administrators, successors and assigns generally, release and forever discharge Released
16 Parties from any and all past, present, and future claims, demands, obligations, actions, causes of
17 action, rights, damages, losses of services, wages, costs, expenses, and compensation whatsoever,
18 occurring from the beginning of time to Plaintiff's execution of this agreement, including, but not
19 limited to:

20 (a) all claims that were, or reasonably could have been, alleged, based on the facts
21 contained, in the Operative Complaint; and

22 (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
23 contained in the Operative Complaint, and Plaintiff's PAGA Notice, as well as ("Plaintiff's
24 Release.") Plaintiff's Release does not extend to any claims or actions to enforce the Agreement, or
25 to any claims for vested benefits, unemployment benefits, disability benefits, social security
26 benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the
27 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
28 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,

1 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
2 or additional facts or Plaintiff's discovery of them.

3 Plaintiff's Waiver of Rights Under Civil Code Section 1542. **For purposes of Plaintiff's**
4 **Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any,**
5 **of section 1542 of the Civil Code, which reads:**

6 **A general release does not extend to claims that the creditor or releasing party does not know**
7 **or suspect to exist in his or her favor at the time of executing the release, and that if known by**
8 **him or her would have materially affected his or her settlement with the debtor or Released**
9 **Party.**

10 3. Named Plaintiff is hereby appointed and designated, for all purposes, as the
11 representative of the Class and Representative Action, and the following attorneys are hereby
12 appointed and designated as counsel for the Named Plaintiff, the Class Representatives and the
13 Class: Din Ginzburg, Emmanuel M. Starr, and Theodore Tang of Frontier Law Center ("Class
14 Counsel"). Class Counsel are authorized to act on behalf of Participating Class Members with
15 respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and
16 such other acts reasonably necessary to consummate the Settlement. Any Objecting Class Member
17 may enter an appearance through counsel of such Class Member's own choosing and at such Class
18 Member's own expense.

19 4. The Court finds on a preliminary basis that the Settlement appears to be fair,
20 reasonable and adequate, and one that would merit, ultimately, final approval by this Court. The
21 Court has reviewed the Settlement and recognizes the value thereof to the Class Members. The
22 Court finds, on a preliminary basis, that the Settlement is fair, adequate and reasonable as to all
23 Class Members when balanced against the potential outcomes of further litigation relating to
24 liability and damages issues. The Court further finds that the Settlement has been reached as the
25 result of serious and non-collusive, arms-length negotiations by Defendants and Plaintiff (the
26 "Settling Parties").

27 5. A hearing (the "Settlement Hearing") shall be held before this Court, located at 1775
28 Concord Avenue, Chico, California 95928, on _____ at _____, in Department

1 __, to determine all necessary matters concerning the Settlement, including: whether the proposed
2 settlement of the Action should be finally approved by the Court; whether a Judgment, as provided
3 in the Settlement Agreement, should be entered herein; whether the plan of allocation contained in
4 the Settlement Agreement should be approved as fair, adequate and reasonable to the Class
5 Members; and to finally approve Class Counsel's Fees Award and Cost Award, the Class
6 Representative's Enhancement award, payment to the Labor and Workforce Development Agency
7 and the Settlement Administration Costs.

8 6. The Court hereby approves, as to form and content, the Notice, attached as Exhibit 1
9 to the Settlement Agreement. The Court finds that distribution of the Notice, substantially in the
10 manner and form set forth in the Settlement Agreement and this Order, meets the requirements of
11 due process, is the best notice practicable under the circumstances, and will constitute due and
12 sufficient notice to all persons entitled thereto.

13 7. The Court hereby appoints CPT Group as Settlement Administrator and hereby
14 directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class Members
15 the Notice (Exhibit 1) by first class mail at their last known address within fourteen (14) days of
16 receiving a Class Information from Defendants.

17 8. Any Class Member (as defined by the Settlement Agreement) may choose to opt-out
18 of the Settlement or object to the Settlement as provided in the Notice by following the instructions
19 for requesting exclusion from the Settlement Class or objecting to the settlement. Class Members
20 will have sixty (60) days from the date of mailing of the Notice in which to postmark objections or a
21 notice of opting out. Prior to the initial mailing, the Settlement Administrator will check all Class
22 Member addresses against the National Change of Address database and shall update any addresses
23 before mailing. All Class Members who do not timely and properly notify the Settlement
24 Administrator of their desire to opt-out of the Settlement, shall become bound by all determinations
25 of the Court, the Settlement Agreement and Judgment.

26 9. Any Class Member who did not opt-out may appear at the Settlement Hearing and
27 may object or express his/her views regarding the Settlement and may present evidence and file
28 briefs or other papers that may be proper and relevant to the issues to be heard and determined by

1 the Court as provided in the Notice. However, if a Class Member requests exclusion, the Class
2 Member shall not be heard or entitled to object, and no papers or briefs submitted by any such
3 person shall be received or considered by the Court. To object to the settlement a Class Member
4 must file with the Court and serve on the Settlement Administrator and Counsel for the Settling
5 Parties, not later than sixty (60) calendar days after the date that the Settlement Administrator first
6 mails the Class Notice, a written statement objecting to the Settlement and setting forth the grounds
7 for the objection. The written statement of objection must indicate whether the Class Member
8 intends to appear and object to the Settlement at the Final Approval Hearing. The Court retains final
9 authority with respect to the consideration and admissibility of any Class Member objections.
10 Counsel for the Parties shall file any response to the objections submitted by objecting Class
11 Members at least five (5) court days before the date of the Final Fairness and Approval Hearing.

12 10. As of the date this Order is signed, all dates and deadlines associated with the Action
13 shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

14 11. In the event the Settlement does not become effective in accordance with the terms
15 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled or
16 fails to become effective for any reason, this Order shall be rendered null and void and shall be
17 vacated and the Parties shall revert to their respective positions as of before entering into the
18 Settlement Agreement.

19 The Court reserves the right to adjourn or continue the date of the Settlement Hearing and
20 all dates provided for in the Settlement Agreement without further notice to Class Members and
21 retains jurisdiction to consider all further applications arising out of or connected with the proposed
22 Settlement.

23
24
25 Dated: _____

Hon.