

FILED

NOV 12 2024

SHASTA COUNTY SUPERIOR COURT
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

ELEXIS SNELL, individually, on behalf of all
others similarly situated, and on behalf of the
State of California and other aggrieved persons,

Plaintiff,

v.

SHASTA COMMUNITY HEALTH CENTER, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CVCV22-199416

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Tamara L.
Wood, Dept. 8]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: November 12, 2024
Time: 9:00 a.m. *8:30 AM*
Dept.: *863*

RECEIVED

OCT 21 2024

CLERK OF THE SHASTA COUNTY
SUPERIOR COURT - CIVIL DIVISION

**[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

BY FAX

1 On or around June 3, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiff Elexis Snell ("Plaintiff") now seek an order granting final
3 approval of the Class Action and PAGA Settlement Agreement and Release of Claims and Class
4 Notice (the "Settlement Agreement"). The Settlement Agreement is attached to the Declaration of
5 Justin F. Marquez in Support of Plaintiff's Motion for Final Approval of Class Action Settlement as
6 Exhibit 1.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the proposed settlement,
11 and having reviewed the record in this action, and good cause appearing therefor;

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendant Shasta Community Health Center ("Defendant").

17 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
18 reasonable and therefore meets the requirements for final approval. The Court grants final approval
19 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
20 Agreement attached to the Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Final
21 Approval of Class Action Settlement as Exhibit 1.

22 4. The Court finds that the Settlement appears to have been made and entered into in
23 good faith and hereby approves the settlement subject to the limitations on the requested fees and
24 enhancements as set forth below.

25 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
26 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
27 from all Released Claims as defined in the Settlement.

28 6. All Participating Class Members, on behalf of themselves and their respective former

1 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
2 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on
3 the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action
4 including any and all claims for: (1) failure to pay minimum and straight time wages; (2) failure to
5 pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest
6 periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized
7 wage statements; (7) failure to indemnify necessary business expenses; and (8) violation of
8 California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.*
9 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any
10 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
11 Employment and Housing Act, unemployment insurance, disability, social security, workers'
12 compensation, or claims based on facts occurring outside the Class Period.

13 7. All Aggrieved Employees are deemed to release, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
15 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably
16 could have been alleged, or reasonably could have been alleged, based on the PAGA period facts
17 stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action,
18 including any and all claims for: (1) failure to pay minimum and straight time wages; (2) failure to
19 pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest
20 periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized
21 wage statements; and (7) failure to indemnify necessary business expenses.

22 8. As of the Effective Date, all members of the Settlement Class, except those that made
23 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
24 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
25 Released Parties for any of the Released Claims arising during the Settlement Period. No Class
26 Member has excluded themselves from the Settlement and no Class Member has objected to the
27 Settlement.
28

1 9. The Parties shall bear their own respective attorneys' fees and costs, except as
2 otherwise provided for in the Settlement and approved by the Court.

3 10. Solely for purposes of effectuating the settlement, the Court finally certified the
4 following Class: all persons employed by Defendant in California and classified as an hourly-paid,
5 non-exempt employee during the Class Period.

6 11. No Class Members have objected to the terms of the Settlement.

7 12. The Notice provided to the Class conforms with the requirements of California Rules
8 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
9 providing individual notice to all Class Members who could be identified through reasonable effort,
10 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
11 the Class Members. The Notice fully satisfies the requirements of due process.

12 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
13 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
14 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
15 Payments to the Participating Class Members in accordance with the terms of the Settlement.

16 14. Defendants shall pay a total of \$1,504,554.21 to resolve this litigation and to
17 separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class
18 payments.

19 15. From the Gross Settlement Amount, \$37,500.00 shall be paid to the California Labor
20 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
21 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
22 2004, California Labor Code section 2698, *et seq.*

23 16. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff for her
24 service as class representatives and for her agreement to release claims.

25 17. From the Gross Settlement Amount, \$12,500.00 shall be paid to the Settlement
26 Administrator, CPT Group, Inc. ("CPT").

27 18. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
28 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

19. From the Gross Settlement Amount, Class Counsel is awarded \$501,467.92 for their reasonable attorneys' fees and ~~\$22,176.08~~ **\$21,676.08** for their reasonable costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

20. Notice of entry of this Final Approval Order and Judgment shall be given to Class Members by posting a copy of the Final Approval Order and the Judgment on CPT's website for a period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order and Judgment.

21. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

22. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE: 11/12/24

Hon. ~~Tamara L. Woods~~ Benjamin L. Harris
Shasta County Superior Court

PROOF OF SERVICE

Snell v. Shasta Community Health Center, et al.
CVCV22-0199416

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On October 21, 2024, I served the foregoing [PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

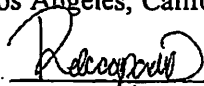
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Facsimile: (916) 920-440

Attorneys for Defendant

- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.
- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on October 21, 2024, at Los Angeles, California.


Rebecca Padilla

Superior Court of Shasta County
1515 Court Street
Redding CA 96001

SACRAMENTO CA 957

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