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FILED

JUN - 3 2024

CLERK OF THE SUPERIOR COURT
BY: K. MIRANDA, DEPUTY CLERK

**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 ACTION

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

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with Notice of Motion and Motion,
Memorandum of Points and Authorities; and
Declaration of Justin F. Marquez]*

PRELIMINARY APPROVAL HEARING

Date: June 3, 2024

Time: 8:30 a.m.

Dept: 8

Complaint filed: March 29, 2022

FAC filed: November 18, 2022

Trial date: Not set

1 The Court has before it Plaintiff Elexis Snell's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declaration of Justin F. Marquez, the Class Action and PAGA
4 Settlement Agreement and Class Notice (which is referred to here as the "Settlement
5 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff Elexis Snell and Defendant
10 Shasta Community Health Center ("Defendant"), attached to the Declaration of Justin F.
11 Marquez in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
12 as Exhibit 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$1,500,000 to cover (a) settlement payments to class members who do not validly opt out; (b) a
18 \$50,000.00 payment to the State of California, Labor & Workforce Development Agency for its
19 share of the settlement of claims for penalties under the Private Attorneys General Act, with
20 75% of which (\$37,500.00) will be paid to the LWDA and 25% (\$12,500.00) will be paid to
21 eligible Aggrieved Employees; (c) Class Representative service payment of up to \$10,000.00
22 for Plaintiff Elexis Snell; (d) Class Counsel's attorneys' fees, not to exceed 33 1/3% of the
23 Gross Settlement Amount (\$500,000.00), and up to \$35,000.00 in costs for actual litigation
24 expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
25 ~~\$13,500.00.~~ **\$15,000.00** *BLH*

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under the
13 Private Attorneys General Act, and the class representative's enhancement award should be
14 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
15 accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "all persons employed by SCHC [Defendant] in California and
18 classified as an hourly-paid, non-exempt employee during the Class Period."

19 6. "Class Period" means the period from March 29, 2018 to July 21, 2023.

20 7. "PAGA Period" means the period from June 22, 2021 to July 21, 2023.

21 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

9. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Elexis Snell. The Court further preliminarily approves Plaintiff's ability to request an incentive award up to \$10,000.00.

10. The Court appoints, for settlement purposes only, Justin F. Marquez, Benjamin H. Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Total Settlement Amount (\$500,000.00), and costs not to exceed \$35,000.00.

11. The Court appoints CPT Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed ~~\$10,000.00~~ **\$15,000.00** *BLM*

12. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

13. The parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

15. The Court orders the following Implementation Schedule:

Defendants to provide Class List to the Settlement Administrator	15 days after the Court's order granting Motion for Preliminary Approval
Settlement Administrator to mail the Notice Packets	14 days after receipt of the Class List from the Defendant
Response Deadline 60 <i>BLM</i>	45 days after Notice is mailed out by the Settlement Administrator
Deadline to Provide Written Objections, if any	45 days after Notice is mailed out by the Settlement Administrator

Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	<u>11-12-24</u> at <u>8:30</u> <u>a.m.</u> / p.m. , or first available date thereafter, in Department 8. The hearing may be continued to another date without further notice to the Class Members.

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: **JUN - 3 2024**

BENJAMIN L. HANNA
Hon. ~~Tamara L. Wood~~ *Benjamin L. Hanna*
Shasta County Superior Court

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

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 rpadilla@wilshirelawfirm.com.

On April 25, 2024, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY 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:

Attorneys for Defendant

Rebecca Padilla