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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SONOMA
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15 DORIS VANESSA JACOBY, an individual,
16 on behalf of herself, and on behalf of all
17 persons similarly situated,

18 Plaintiff,

19 vs.

20 NORCAL HEALTHCONNECT, LLC, a
21 Limited Liability Company; and DOES 1
22 through 50, inclusive,

23 Defendants.

CASE NO.: SCV-271141

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: June 26, 2024

Hearing Time: 3:00 p.m.

Judge: Hon. Bradford DeMeo

Dept: 17

Date Filed: July 8, 2022

Trial Date: Not set

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25 This matter came before the Honorable Bradford DeMeo of the Superior Court of the State
26 of California, in and for the County Sonoma, on June 26, 2024, for hearing on the unopposed
27 motion by Plaintiff Doris Vanessa Jacoby ("Plaintiff") for preliminary approval of the Settlement
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PRELIMINARY APPROVAL ORDER

1 with Defendant NorCal HealthConnect, LLC (“Defendant”). The Court, having considered the
2 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
3 hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.
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5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action and PAGA Settlement
7 Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
8 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This is based
9 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
10 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
11 Procedure and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Gross Settlement Amount that Defendant shall pay is One Million Dollars
15 (\$1,000,000). It appears to the Court on a preliminary basis that the settlement amount and terms
16 are fair, adequate and reasonable as to all potential Class Members when balanced against the
17 probable outcome of further litigation and the significant risks relating to certification, liability and
18 damages issues. It further appears that investigation and research have been conducted such that
19 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
20 to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as
21 avoid the delay and risks that would be presented by the further prosecution of the Action. It
22 further appears that the Settlement has been reached as the result of serious and non-collusive,
23 arm’s-length negotiations.

24 4. The Agreement specifies for an attorneys’ fees award not to exceed one-third of the
25 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$40,000, and
26 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
27 \$20,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
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1 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
2 supporting these requests, including lodestar, prior to final approval.

3 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
4 representative treatment and certification of a class for settlement purposes only. This stipulation
5 will not be deemed admissible in this or any other proceeding should this Settlement not become
6 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
7 both the Wage and Hour Class and the Background Check Class. The Wage and Hour Class is
8 defined as all individuals who were employed by Defendant in California and classified as a non-
9 exempt employee at any time during the Class Period (the “Wage and Hour Class Members”). The
10 “Class Period” is July 8, 2018 through October 15, 2023. The Background Check Class is defined
11 as all individuals who executed Defendant’s background check disclosure form at any time during
12 the Background Check Class Period (the “Background Check Class Members”). The
13 “Background Check Class Period” is from July 8, 2020 through October 15, 2023.

14 6. The Court concludes that, for settlement purposes only, the Class meets the
15 requirements for certification under section 382 of the California Code of Civil Procedure in that:
16 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
17 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
18 community of interest amongst the members of the Class with respect to the subject matter of the
19 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
20 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
21 action is superior to other available methods for the efficient adjudication of this controversy; and
22 (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiff is an adequate
23 representative of the Class.

24 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
25 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
26 Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug
27 Bhowmik De Blouw LLP as Class Counsel for the Class.

1 8. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
2 of \$40,000, which shall be allocated \$30,000 to the Labor & Workforce Development Agency
3 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
4 Agreement pursuant to the PAGA and \$10,000 to the Aggrieved Employees. “Aggrieved
5 Employees” are all individuals who were employed by Defendant in California and classified as a
6 non-exempt employee at any time during the PAGA Period (June 9, 2021 through October 15,
7 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided
8 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
9 reasonable.

10 9. The Court hereby approves, as to form and content, the Class Notice attached to the
11 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
12 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
13 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
14 and opportunity to object to the Settlement. The Court further finds that the distribution of the
15 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
16 the requirements of due process, is the best notice practicable under the circumstances, and shall
17 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
18 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
19 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
20 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
21 address for the Class Member no later than seven (7) days after the receipt of the undelivered
22 Class Notice.

23 10. The Court hereby appoints ILYM Group as the Administrator. No later than fifteen
24 (15) days after this Order, Defendant will provide the Class Data to the Administrator. The
25 Administrator will perform address updates and verifications as necessary prior to the first
26 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
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1 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
2 Class Members via first-class regular U.S. Mail to their last known address.

3 11. The Court hereby preliminarily approves the proposed procedure for exclusion
4 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
5 from the Class as provided in the Class Notice by following the instructions for requesting
6 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
7 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
8 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline
9 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
10 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
11 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
12 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
13 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
14 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
15 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
16 group, class, or subclass of individuals is not permitted and will be deemed invalid.

17 12. Any Class Member who has not opted out may appear at the final approval hearing
18 and may object or express the Member’s views regarding the Settlement, and may present
19 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
20 and determined by the Court as provided in the Class Notice. Class Members will have until the
21 Response Deadline to submit their written objections to the Administrator. Written objections
22 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
23 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
24 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
25 Hearing to make an oral objection.

26 13. A final approval hearing shall be held before this Court on November 6, 2024 at
27 3:00 p.m. in Department 17 at the Empire College Annex of the Sonoma County Superior Court to
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1 hear the motion for final approval and for attorneys' fees and costs, and to determine all necessary
2 matters concerning the Settlement, including: whether the proposed settlement of the Action on
3 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
4 should be finally approved by the Court; whether the Final Approval Order and Judgment should
5 be entered herein; whether the plan of allocation contained in the Agreement should be approved
6 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
7 costs, service award, and the fees and expenses of the Administrator. All papers in support of the
8 motion for final approval shall be filed with the Court and served on all counsel no later than
9 sixteen (16) court days before the hearing and the motion shall be heard at this final approval
10 hearing.

11 14. Neither the Settlement nor any exhibit, document, or instrument delivered
12 thereunder shall be construed as a concession or admission by Defendant in any way that the
13 claims asserted have any merit or that this Action was properly brought as a class or representative
14 action, and shall not be used as evidence of, or used against Defendant as, an admission or
15 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
16 omission by Defendant or with respect to the truth of any allegation asserted by any person.
17 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
18 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
19 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
20 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
21 evidence of a presumption, concession, indication or admission by Defendant of any liability,
22 fault, wrongdoing, omission, concession or damage.

23 15. In the event the Settlement does not become effective in accordance with the terms
24 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
25 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
26 and the Parties shall revert to their respective positions as of before entering into the Agreement,
27 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
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1 including all available defenses and affirmative defenses, and arguments that any claim in the
2 Action could not be certified as a class action and/or managed as a representative action. In such
3 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
4 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
5 the Agreement with respect to the effect of the Agreement if it is not approved.

6 16. The Court reserves the right to adjourn or continue the date of the final approval
7 hearing and all dates provided for in the Agreement without further notice to Class Members and
8 retains jurisdiction to consider all further applications arising out of or connected with the
9 proposed Settlement.

10 **IT IS SO ORDERED.**

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12 Dated: _____

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14 HON. BRADFORD DEMEO
15 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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