

PLAINTIFF/PETITIONER: James Hunter
 DEFENDANT/RESPONDENT: Rideout Memorial Hospital, et al

CASE NUMBER:
 CVCV22-00115

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

FILED

2/24/2025

YUBA COUNTY SUPERIOR COURT
HEATHER PUGH
SUPERIOR COURT CLERK
BY: MAnderson

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Attorneys for Plaintiff Blake Ahlers
on behalf of himself and similarly situated employees

Additional counsel on following page*

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YUBA**

BLAKE AHLERS and JAMES HUNTER,
individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

RIDEOUT MEMORIAL HOSPITAL; Does 1
through 20, inclusive,

Defendants.

Case No: ~~CVC22-00115~~ CVCV22-00115

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION TO APPROVE
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AND DISMISSING PAGA
CLAIMS WITH PREJUDICE

Date: February 24, 2025

Time: 10:00 am

Dept.: 4

Judge: Hon. Stephen W. Berrier

Filed: February 14, 2022

Amended Complaint: September 7, 2022

Trial Date: None Set

**[PROPOSED] ORDER GRANTING MOTION TO APPROVE PAGA SETTLEMENT AND DISMISS PAGA
CLAIMS WITH PREJUDICE**

1 JAMES HAWKINS APLC

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4 Michael Calvo (#314986)

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16 Attorneys for Plaintiff JAMES HUNTER,

17 on behalf of the general public as private attorney general

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Motion to Approve Private Attorneys General Act Settlement ("Motion") in the above
3 referenced case came before this Court, on February 24, 2025, in Department 4. Named Plaintiffs James
4 Hunter and Blake Ahlers ("Plaintiffs") filed this Private Attorneys General Act ("PAGA") Action. The
5 Complaint alleges that Defendant Rideout Memorial Hospital ("Defendant") committed various
6 violations of the California Labor Code and the applicable wage orders, and is liable for civil penalties
7 pursuant to the PAGA. Defendant has denied all of Plaintiffs' allegations.

8 The parties have agreed to a settlement of the PAGA claims and the dismissal of PAGA claims
9 with prejudice. Defendant will provide monetary consideration in exchange for a release of claims and
10 dismissal consistent with the terms of the PAGA Settlement Agreement ("Settlement Agreement"). The
11 Court, having received and considered Plaintiffs' Motion, the declarations in support thereof, the
12 Settlement Agreement, the Notice of Settlement, and other evidence, HEREBY ORDERS AND
13 MAKES DETERMINATIONS AS FOLLOWS:

14 **1. SCOPE OF INDIVIDUALS INCLUDED WITHIN THE PAGA SETTLEMENT –**
15 **AGGRIEVED EMPLOYEES**

16 The Court finds that Plaintiffs have exhausted all administrative remedies required to bring the
17 PAGA claims asserted in this litigation and are authorized to act as private attorneys general with
18 respect to the PAGA claims being released under the proposed Settlement Agreement. The Court finds
19 the individuals ("Aggrieved Employees") included within the scope of the Settlement Agreement are as
20 defined by the Parties in the Settlement Agreement.

21 **2. APPROVING THE SETTLEMENT AGREEMENT**

22 The Court has reviewed the Settlement Agreement, which was submitted with the Motion as
23 **Exhibit A.** The Court finds that the Settlement Agreement is fair, reasonable, and adequate and
24 approved as required under California Labor Code section 2698, *et seq.* Based on the amount of
25 penalties at issue, the risk of loss on the merits, the risk of being able to prove violations in each pay
26 period as to each individual as required by statute for damages purposes, and the Court's statutorily
27
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1 authorized power to reduce penalties, the Settlement Agreement represents a substantial recovery for
2 individuals within the scope of the PAGA claims and for the Labor and Workforce Development
3 Agency to further its purpose in enforcing the Labor Code. The Court also finds that the Settlement
4 Agreement provides a recovery that creates an effective substantial deterrent to any potential future non-
5 compliance, furthering the purpose of the Labor Code and Labor and Workforce Development Agency.

6 The Court approves of the PAGA penalty allocations set forth in the Settlement Agreement
7 wherein the Net Settlement Amount shall be allocated as the 75% share of civil penalties pursuant to the
8 allocation set forth in Labor Code section 2699(i) to be paid to the Labor and Workforce Development
9 Agency, with 25% share of civil penalties pursuant to the allocation set forth in Labor Code section
10 2699(i) to be paid to the PAGA Group.

11 The Court approves of the releases set forth in the Settlement Agreement, and shall fully release
12 and forever discharge any and all claims arising during the PAGA Period, from December 8, 2020, thru
13 and including June 21, 2024, seeking civil penalties under PAGA that were alleged, or reasonably could
14 have been alleged, based on the facts stated in the Actions and the PAGA Notices, for any alleged PAGA
15 violations pursuant to California Labor Code sections 200-203, 210, 218, 221, 223.7, 226, 226.3, 226.7,
16 227.3, 246, 246.5, 256, 510, 511, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2802,
17 and 2698, *et seq.*, and the applicable wage orders of the California Industrial Welfare Commission based
18 on the facts alleged in the PAGA Actions. The Settlement shall release and bar all Released PAGA Claims
19 by or on behalf of Plaintiffs and all Aggrieved Employees for the PAGA Release Period, regardless of
20 whether Plaintiffs and/or an Aggrieved Employee negotiates (cashes) their/his/her settlement checks sent
21 pursuant to this Settlement. Aggrieved Employees cannot and do not have the right to opt out of the
22 Settlement Group and/or release of their PAGA claims against the Released Parties.

23 Additionally, because the Court finds the parties' settlement to have been agreed upon only after
24 significant investigation and arms-length negotiations in mediation, and in an attempt to avoid further
25 delays and costs, the Court grants approval to the settlement, which is incorporated by reference in its
26 entirety, as if stated here in full.

27 The Court finds that the Common Fund Doctrine is applicable to this case because there is a
28 sufficiently identifiable class of beneficiaries (*i.e.*, the Aggrieved Employees and the Labor and

1 Workforce Development Agency), the benefits can be accurately traced as set forth in the Settlement
2 Agreement, Plaintiffs and Plaintiffs' counsel were able to negotiate on behalf of the beneficiaries, and
3 the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum
4 percentage of the common fund. *See Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 271 (9th
5 Cir. 1989); *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1
6 Cal.5th 480, 506 (2016). The Court finds the attorneys' fees request of one-third of the common fund
7 (\$306,666.70) to be appropriate compensation for Plaintiffs' counsel. The attorneys' fees request is
8 within the range that has been approved by other Courts in similar cases and reasonable in light of the
9 circumstances of this case, the results obtained on behalf of the Aggrieved Employees and the Labor and
10 Workforce Development Agency, and the contingent nature of the recovery over the course of this case,
11 which included potential loss at summary judgment, and/or trial proceedings. Additionally, the Court
12 approves litigation costs of \$26,488.65 to be paid to Plaintiffs' counsel for reasonable costs incurred in
13 this case.

14 The Court approves Apex Class Action Administrators as the Claims Administrator to perform
15 the administration of the PAGA Settlement in accordance with the Settlement Agreement, and whose
16 costs shall be approximately \$13,990 as provided for in the Settlement Agreement and quote provided
17 by Apex. The Court orders that any difference between the actual costs and the \$13,990 shall be
18 provided to the Net Settlement Amount for distribution to the LWDA and Settlement group Members in
19 accordance with the Settlement Agreement.

20 The Court approves the request for enhancement payments of \$5,000 each to the two named
21 Plaintiffs and orders these payments to be made from the Gross Settlement Amount as provided for in
22 the Settlement Agreement.
23

24 **3. APPROVAL OF THE NOTICE OF SETTLEMENT**

25 The Court finds that the Notice of PAGA Settlement, which was included as **Exhibit A** to the
26 Settlement Agreement, fairly and adequately advises individuals affected by the Settlement Agreement
27 of its terms and effect. The Court further finds that the Notice of PAGA Settlement and distribution of
28 such notice by first class mail to each identified Settlement Group Member at his or her most recent

1 address based on a National Change of Address database search from the class members' last known
2 address and a skip trace on any Settlement Group Member who have the class notice returned as
3 "undeliverable" or "not at this address" comports with all constitutional requirements, including those of
4 due process.

5 **4. IMPLEMENTATION SCHEDULE**

6 Accordingly, with good cause shown, the Court hereby approves the Settlement Agreement and
7 the implementation schedule identified in the Settlement Agreement and orders said implementation
8 schedule be adhered to.

9

10 Last day for Defendant to provide Claims 11 Administrator with Aggrieved Employee 12 information	30 calendar days after settlement approval
13 Last day for Defendant to fund settlement	Within 21 calendar days after Effective Date
14 Last day for Claims Administrator to deliver 15 payment of Plaintiff's Counsel's attorney's fees 16 and costs, PAGA Payment to the LWDA, 17 Settlement Administration Costs, and payment to 18 Aggrieved Employees	Within 14 calendar days after Defendant funds the settlement
19 Last day for Settlement Group Members to cash 20 settlement checks	180 days after issuance of checks to Settlement Group Members
21 Last day for Claims Administrator to deliver 22 value of uncashed settlement checks to 23 Department of Unclaimed Property	20 days after settlement check cashing 24 deadline

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1 IT IS FURTHER ORDERED that Plaintiffs' PAGA claims shall be dismissed with prejudice in
2 their entirety and as to all Parties as set forth in the Settlement Agreement, with each party to bear its
3 own fees and costs outside of what has been ordered herein. This matter is subject to the Court's
4 continuing jurisdiction to monitor and enforce the terms of this order and the approved Settlement
5 Agreement pursuant to California Civil Procedure Code section 664.6. In any action to enforce the terms
6 of the Settlement Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and
7 costs.

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9 IT IS SO ORDERED.

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11 Date: 2/24/2025

By: 

Judge of the Superior Court

Stephen W. Berrier

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On February 28, 2025, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsapl.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(See Service List Attached)

Executed on February 28, 2025, at Irvine, California


Eddie Magana

Via LWDA Website Only

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Ste 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

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