

SEP 05 2024

Krista D. LeVier

BY ANGELA SOUTHARD
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7 Attorneys for Plaintiff
ANDREA PRIOR

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LAKE COUNTY**

11 ANDREA PRIOR on behalf of herself, and all)
12 aggrieved employees,)

13 Plaintiff,)

14 v.)

15 ADVENTIST HEALTH CLEARLAKE)
16 HOSPITAL, INC.; and DOES 1 through 10,)
17 inclusive,)

18 Defendants.)

Case No: CV 423216

) REPRESENTATIVE ACTION

) **NOTICE OF ENTRY OF ORDER**

) **GRANTING MOTIONS FOR AN ORDER**

) **APPROVING SETTLEMENT OF PAGA**

) **ACTION AND DISMISSING ACTION**

) **WITH PREJUDICE AND FOR AN ORDER**

) **AWARDING ATTORNEYS' FEES,**

) **COSTS, ENHANCEMENT PAYMENT,**

) **AND SETTLEMENT ADMINISTRATION**

) **FEES**

) Complaint Filed: October 21, 2022

) Trial Date: TBD

1 **TO ALL PARITES AND ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on August 23, 2024, the court entered the order Granting
3 Motions for An Order Approving Settlement of PAGA Action and Dismissing Action with
4 Prejudice and for an order Awarding Attorneys' Fees, Costs, Enhancement Payment, and
5 Settlement Administration Fees, a copy of which is attached hereto as **Exhibit 1**.

6
7 Dated: September 5, 2024

Respectfully submitted,

8 **KELLER GROVER LLP**

9
10 By:



11 ERIC A. GROVER
12 ROBERT SPENCER
13 Attorneys for Plaintiff

EXHIBIT 1

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Attorneys for Plaintiff
ANDREA PRIOR

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LAKE

ANDREA PRIOR on behalf of herself, and all
aggrieved employees,

Plaintiff,

v.

ADVENTIST HEALTH CLEARLAKE
HOSPITAL, INC.; and DOES 1 through 10,
inclusive,

Defendants.

Case No: CV 423216

REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
MOTIONS FOR AN ORDER APPROVING
SETTLEMENT OF PAGA ACTION AND
DISMISSING ACTION WITH
PREJUDICE AND FOR AN ORDER
AWARDING ATTORNEYS' FEES,
COSTS, ENHANCEMENT PAYMENT,
AND SETTLEMENT ADMINISTRATION
FEES**

Date: August 19, 2024
Time: 9:00 a.m.
Dept. 1

Complaint filed: October 21, 2022
Trial: Not set

**[PROPOSED] ORDER GRANTING MOTION
FOR APPROVAL OF PAGA SETTLEMENT**

CASE NO. CV 423216

FILED
SUPERIOR COURT
COUNTY OF LAKE

AUG 23 2024

BY *Krista D. LeVier*
Deputy Clerk

RY FAX

The Motions for an Order Approving Settlement of PAGA Action and Dismissing Action with Prejudice, and for an Order Awarding Attorneys' Fees and Costs, Enhancement Payment and Settlement Administration Fees, filed by Andrea Prior ("Plaintiff") came on for hearing regularly on August 19, 2024 in the above captioned Court, the Honorable Michael S. Lunas presiding. All Parties appeared by counsel of record. The above-captioned action ("Action") is a Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, ("PAGA"), representative action brought by Plaintiff against Adventist Health Clearlake Hospital, Inc. ("Defendant").

Having fully considered the motion papers filed, the Declarations of Eric A. Grover, Robert Spencer, and Andrea Prior, the Parties' "Labor Code Private Attorneys General Settlement Agreement" ("Settlement Agreement"), and the arguments of counsel, and with GOOD CAUSE APPEARING, the Court hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. This Court has jurisdiction over the subject matter of the Action and over the Parties to the Action.

2. The settlement was entered into in good faith, the settlement is fair, reasonable and adequate under the circumstances, and Plaintiff, by and through her counsel, has satisfied the standards and applicable requirements for approval of a settlement of a claim brought under PAGA.

3. Plaintiff has provided the Labor and Workforce Development Agency ("LWDA") with the required notice as to the terms of the settlement and the LWDA has not objected to the terms of the settlement.

4. All capitalized terms used herein shall have the same meaning as given to them in the Settlement Agreement.

5. The Court approves the Parties' selection of Simpluris, Inc. ("Simpluris") as the Settlement Administrator for this action.

6. Defendant shall fund the \$500,000 Settlement Amount by making a payment to Simpluris by the deadline set forth in the Settlement Agreement.

7. Pursuant to the terms of the Settlement Agreement, Labor Code § 2699(g)(1), and the authorities, evidence, and arguments set forth in Plaintiff's Motion for an Order Awarding Attorneys' Fees, Costs, Enhancement Payment, and Settlement Administration Fees, an award of attorneys' fees of \$166,667 and costs in the amount of \$15,721.16 as final payment for and complete satisfaction of any and all attorneys' fees and costs owed to Plaintiff's Counsel is hereby granted. The Court finds that Counsel's request falls within the range of reasonableness and that the result achieved justifies the award. The payment of attorneys' fees and costs to Plaintiff's Counsel shall be made in accordance with the terms of the Settlement Agreement.

8. The Court hereby approves the enhancement award to Plaintiff Prior in the amount of \$7,500. The payment of the enhancement award to Plaintiff Prior shall be made in accordance with the terms of the Settlement Agreement.

9. The Court approves the payment of up to \$7,500 from the Settlement Amount to Simpluris, Inc. for settlement administration services in this matter. If actual administrative costs are less than the parties' estimation, the difference will be included in the Net Settlement Amount. The payment of the settlement administration fees awarded to Simpluris shall be made in accordance with the terms of the Settlement Agreement.

10. The Court approves the settlement of the California Labor Code §§ 2698, *et seq.* claims alleged in the Action. In accordance with California Labor Code section 2699(i), 75% of the final Net Settlement Amount (*i.e.*, the \$500,000 Settlement Amount minus the amounts paid for attorneys' fees and costs, Plaintiff's enhancement award, and the Settlement Administrator's fees) shall be paid to the LWDA in accordance with the terms of the Settlement Agreement. The remaining 25% of the Net Settlement Amount shall be distributed to the PAGA Group in accordance with the terms of the Settlement Agreement.

11. The Court approves the form of notice to members of the PAGA Group attached to the Settlement Agreement as Exhibit A and directs the Parties to ensure that notice is distributed to the members of the PAGA Group along with the settlement checks to be sent to each member of the PAGA Group, as calculated in accordance with the terms of the Settlement Agreement.

12. Each settlement check mailed to a member of the PAGA Group shall be valid for 180 days from the date of issuance in accordance with the Settlement Agreement. At the end of that 180-day period, the monies represented by any PAGA Group member's uncashed Individual Settlement Payment shall be remitted by Simpluris to the LWDA.

13. Upon entry of this Order, and upon all additional conditions being met by the Parties as outlined in the Settlement Agreement, this Action shall be dismissed with prejudice.

14. Neither the Settlement, nor any of the terms set forth in the Settlement Agreement, is an admission of liability by the Released Parties, nor is the Court's instant Order a finding as to the validity of any claims in the Litigation or of any wrongdoing by the Released Parties.

15. This Order is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

16. This Court shall retain exclusive and continuing jurisdiction over the Action and the Parties for purposes of enforcing and interpreting this Order, the Settlement Agreement, and the settlement funding and distribution process.

IT IS SO ORDERED.

Dated: 8-23, 2024

Michael S. Lunas

HON. MICHAEL S. LUNAS
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **September 5, 2024**, in the case of *Andrea Prior v. Adventist Health Clearlake Hospital, Inc.* Lake County Superior Court Case Number CV 423216, I served the foregoing document(s):

NOTICE OF ENTRY OF ORDER GRANTING MOTIONS FOR AN ORDER APPROVING SETTLEMENT OF PAGA ACTION AND DISMISSING ACTION WITH PREJUDICE AND FOR AN ORDER AWARDING ATTORNEYS' FEES, COSTS, ENHANCEMENT PAYMENT, AND SETTLEMENT ADMINISTRATION FEES

on the interested party(ies) below, using the following means:

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☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ