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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF BUTTE**

15 ANGELA PORTILLO and KISHA
16 VAZQUEZ, individuals, on behalf of
17 themselves and on behalf of all persons
18 similarly situated, and on behalf of the State of
19 California, as a private attorney general,

20 Plaintiff,

21 vs.

22 ORCHARD HOSPITAL, a California
23 Corporation; ORCHARD GRIDLEY
24 HOSPITAL, INC., a Corporation; and DOES
25 1 through 50, inclusive,

26 Defendants.

CASE NO.: **23CV03393**

[Consolidated with 24CV00173 and
24CV00755]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: August 19, 2026

Hearing Time: 9:00 a.m.

Judge: Hon. Stephen E. Benson

Dept.: 6

Date Action Filed: December 7, 2023

Trial Date: Not set

1 The motion of Plaintiffs Angela Portillo and Kisha Vazquez (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendants Orchard Hospital and Orchard Gridley Hospital, Inc. (“Defendants”) and for an award
4 of attorneys’ fees and costs, service payments, and the fees of the Administrator duly came on for
5 hearing on August 19, 2026 before the Honorable Stephen E. Benson.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Butte, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Thirty
16 Thousand Dollars (\$730,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On March 25, 2026, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
3 by first class mail to members of the Class at their last known addresses on or about May 12,
4 2026. Mailing of the Class Notice to their last known addresses was the best notice option under
5 the circumstances and was reasonably calculated to communicate actual notice of the litigation
6 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and
7 accurately informed the Class Members of all material elements of the proposed Settlement and of
8 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
9 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
10 laws of the State of California, the United States Constitution, due process and other applicable
11 law. The Class Notice fairly and adequately described the Settlement and provided Class
12 Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out of the Class or submitting written objections
14 to the Settlement was July 13, 2026, which was extended by 14 days for re-mailed Class Notices.
15 There was an adequate interval between mailing of the Class Notice and the response deadline to
16 permit Class Members to choose what to do and act on their decision. A full opportunity has been
17 afforded to the Participating Class Members to participate in this hearing, and all Participating
18 Class Members and other persons wishing to be heard have been heard. Class Members also have
19 had a full and fair opportunity to exclude themselves from the proposed Settlement and Class.
20 Accordingly, the Court determines that all Class Members who did not timely and properly submit
21 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Hon. Carl J. West (ret.), a respected and experienced
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1 mediator of wage and hour class actions. There has been no collusion between the parties in
2 reaching the proposed settlement.

3 b. Plaintiffs' investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for all parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. No requests for exclusion were received.

9 e. The participation rate was high. 694 Participating Class Members will be
10 mailed a settlement payment, representing 100% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$243,333 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$24,981.36 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for a Class Representative Service Payments of not more
26 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payments in the amount of \$10,000 each to the Plaintiffs are reasonable in
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1 light of the risks and burdens undertaken by the Plaintiffs in the litigation and for their time and
2 effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to
7 the Plaintiffs, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$9,990 in fees and expenses, and this amount is reasonable in light
10 of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$20,000, which shall be allocated with 75% (\$15,000) allocated to the LWDA PAGA Payment
14 and 25% (\$5,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number
17 of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
19 Employees" are all individuals who are or previously were employed by Defendants who were
20 classified as non-exempt in the State of California at any time during the PAGA Period
21 (September 27, 2022 through August 10, 2025). The Court finds the PAGA Penalties to be
22 reasonable. All Aggrieved Employees will be sent their share of the PAGA Penalties and will be
23 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
24 of the Settlement.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who are or previously were employed by Defendants who were
4 classified as non-exempt in the State of California at any time during the Class
5 Period (December 7, 2019 through August 10, 2025). The Class will not include
6 any person who previously settled or released any of the claims covered by this
Agreement, or any person who previously was paid or received awards through
civil or administrative actions for the claims covered by the Agreement.

7 16. All persons who meet the foregoing definition are members of the Class, except for
8 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
9 no individuals who requested exclusion from the Class.

10 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class. Defendants shall fund the Gross Settlement Amount and all employer-
12 side payroll taxes to the Administrator on the following scheduling following the Effective Date:
13 the first payment of one third of the amount due shall be paid within 14 days of the Effective Date;
14 the second payment of one third of the amount due shall be paid six months after the Effective
15 Date; and the third and final payment of one third of the amount due shall be paid twelve months
16 after the Effective Date.

17 18. Class Counsel are awarded attorneys' fees in the amount of \$243,333 and costs in
18 the amount of \$24,981.36. Class Counsel shall not seek or obtain any other compensation or
19 reimbursement from Defendants, Plaintiffs or members of the Class.

20 19. The payment of the Class Representative Service Payments in the amount of
21 \$20,000 each to the Plaintiffs is approved.

22 20. The payment of \$9,990 to the Administrator for their fees and expenses is
23 approved.

24 21. The PAGA Penalties in the amount of \$20,000 are approved and shall be allocated
25 in accordance with the Agreement.

26 22. The Agreement and this Settlement are not an admission by Defendants, nor is this
27 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
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1 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
2 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
3 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
4 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
5 whatsoever. Defendants have denied liability in any way for any violations and dispute all the
6 claims in this Action. The entering into or carrying out of the Agreement, and any negotiations or
7 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
8 admission or concession with regard to the denials or defenses by Defendants. Notwithstanding
9 these restrictions, Defendants may file in the Action or in any other proceeding this Final
10 Approval Order and Judgment, the Agreement, or any other papers and records on file in the
11 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
12 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
13 Claims and/or the Released PAGA Claims.

14 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
15 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
16 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
17 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
18 to individual Class Members. Plaintiffs shall serve this Final Approval Order and Judgment on
19 the LWDA.

20 24. If the Agreement does not become final and effective in accordance with the terms
21 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
22 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
23 revert to their respective positions as of before entering into the Agreement, and expressly reserve
24 their respective rights regarding the prosecution and defense of this Action, including all available
25 defenses and affirmative defenses, and arguments that any claim in the Action could not be
26 certified as a class action and/or managed as a representative action.

27 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

1 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
2 Plaintiffs, and all members of the Class, shall take nothing in the Action.

3 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
4 jurisdiction sole for purposes of (i) enforcing the Agreement and/or this Judgment, (ii) addressing
5 settlement administration matters, and (iii) addressing such post-Judgment matters as are
6 permitted by law.

7 27. Each party shall bear its own attorneys' fees and costs, except as otherwise
8 provided in the Agreement and in this Final Approval Order and Judgment.

9 28. Effective on the date when Defendants fully fund the entire Gross Settlement
10 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
11 Payments, all Participating Class Members, on behalf of themselves and their respective former
12 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
13 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
14 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
15 Operative Complaint which occurred during the Class Period, including claims for (1) failure to
16 pay minimum and straight time wages (Labor Code sections 204, 1174, 1194 and 1194.2); (2)
17 failure to pay overtime wages (Labor Code sections 204, 510, 1174, 1194, 1198); (3) failure to
18 provide meal periods (Labor Code sections 226.7, 512); (4) failure to authorize and permit rest
19 periods (Labor Code sections 226.7, 512); (5) failure to timely pay wages (Labor Code sections
20 200-203); (6) failure to provide accurate itemized wage statements (Labor Code section 226); (7)
21 failure to pay sick pay wages (Labor Code section 245, 246); (8) failure to pay vacation pay
22 (Labor Code section 227.3); (9) unlawfully withheld wages (Labor Code section 221); (10) failure
23 to maintain records (Labor Code section 1174, 1174.5); (11) unfair business practices (Business &
24 Professions Code sections 17200 et seq.); (12) statutory penalties of any nature; (13) interest; (14)
25 attorneys' fees and costs; (15) and any other claims arising out of or related to the Operative
26 Complaint filed in the Action during the Class Period. Except as expressly set forth in this
27 Agreement, Participating Class Members do not release any other claims, including claims for
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1 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
2 unemployment insurance, disability, social security, workers' compensation, or claims based on
3 facts occurring outside the Class Period or any Individual Claims, which are subject to two
4 separate Settlement Agreement and General Releases.

5 29. "Released Parties" are defined as: (i) Defendants; (ii) each of Defendants'
6 respective past, present and future parents, subsidiaries, and affiliates including, without
7 limitation, any corporation, limited liability company, partnership, trust, foundation, and non-
8 profit entity which controls, is controlled by, or is under common control with Defendants; (iii) the
9 past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers,
10 members, partners, managers, contractors, agents, consultants, representatives, administrators,
11 fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the
12 foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

13 30. Effective on the date when Defendants fully fund the entire Gross Settlement
14 Amount, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves
15 and their respective former and present representatives, agents, attorneys, heirs, administrators,
16 successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released
17 PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have
18 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which
19 occurred during the PAGA Period, including: PAGA claim for civil penalties due to any Labor
20 Code violation by Defendants arising out of or related to the event alleged in the Operative
21 Complaint and the PAGA Notice, including, but not limited to, Labor Code sections 90.5, 201,
22 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 225.4, 226, 226.2, 226.4, 226.7, 227.3, 233,
23 245, 246, 248.1, 248.2, 248.5, 432.5, 510, 511, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
24 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2926, 2927, and California
25 Code of Regulations, Title 8, section 11000 et seq; California Code of Regulations, Title 8,
26 Section 11040, Subdivision 5(A)-(B); California Code of Regulations, Title 8, Section 1 1070(14)
27 (Failure to Provide Seating). Other than the claims alleged, the Released PAGA Claims do not
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1 include other PAGA claims, underlying wage and hour claims, claims for wrongful termination,
2 discrimination, unemployment insurance, disability and worker's compensation, and claims
3 outside of the PAGA Period or any Individual Claims, which are subject to two separate
4 Settlement Agreement and General Releases.

5 31. As of the Effective Date and upon full funding of the Gross Settlement Amount by
6 Defendants, Plaintiffs release and discharge the Defendants and the Released Parties as to the
7 Plaintiffs' Release, as set forth fully in paragraph 6 of the Agreement.

8 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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10 Dated: _____

11 _____
12 HON. STEPHEN E. BENSON
13 JUDGE, SUPERIOR COURT OF CALIFORNIA

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