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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

AMANDA NUNEZ and MARLISHA L.
JAMES, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

UNIVERSITY HEALTHCARE
ALLIANCE, a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 23-CIV-05931

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Hearing Date: January 27, 2026 _____
Hearing Time: 2:00 p.m.

Judge: Hon. Nancy L. Fineman
Dept: 4
Courtroom: 4C

Date Filed: December 14, 2023
Trial Date: Not set

This matter came before the Honorable Nancy L. Fineman of the Superior Court of the
State of California, in and for the County San Mateo, on January 27, 2026, for hearing on the

PRELIMINARY APPROVAL ORDER

1 unopposed motion by Plaintiffs Amanda Nunez and Marlisha L. James (“Plaintiffs”) for
2 preliminary approval of the Settlement with Defendant University Healthcare Alliance a.k.a.
3 Stanford Medicine Partners (“Defendant”). The Court, having considered the briefs, argument of
4 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
5 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

6 **IT IS HEREBY ORDERED:**

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

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

15 3. The Gross Settlement Amount that Defendant shall pay is One Million Nine
16 Hundred and Fifty Thousand Dollars (\$1,950,000). It appears to the Court on a preliminary basis
17 that the settlement amount and terms are fair, adequate and reasonable as to all potential Class
18 Members when balanced against the probable outcome of further litigation and the significant
19 risks relating to certification, liability and damages issues. It further appears that investigation and
20 research have been conducted such that counsel for the Parties are able to reasonably evaluate
21 their respective positions. It further appears to the Court that the Settlement will avoid substantial
22 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
23 further prosecution of the Action. It further appears that the Settlement has been reached as the
24 result of serious and non-collusive, arm’s-length negotiations.

25 4. The Court preliminarily finds that the Settlement appears to be within the range of
26 reasonableness of a settlement that could ultimately be given final approval by this Court. The
27 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
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1 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
2 reasonable when balanced against the probable outcome of further litigation and the significant
3 risks relating to certification, liability, and damages issues.

4 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
5 Gross Settlement Amount, which is currently estimated to be \$650,000, an award of litigation
6 expenses incurred, not to exceed \$40,000, and proposed Class Representative Service Payments to
7 the Plaintiffs in an amount not to exceed \$15,000 each, which are payable out of the Gross
8 Settlement Amount. The Court will not approve the amount of attorneys' fees and costs, nor the
9 amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to
10 present evidence supporting these requests, including lodestar, prior to final approval.

11 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
12 representative treatment and certification of a class for settlement purposes only. This stipulation
13 will not be deemed admissible in this or any other proceeding should this Settlement not become
14 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
15 "all individuals who were employed by Defendant in the State of California and classified as non-
16 exempt employees at any time during the Class Period." The "Class Period" is March 12, 2022 to
17 June 14, 2025.

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

1 8. The Court provisionally appoints Plaintiffs as the representative of the Class. The
2 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
3 of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Ryan Stygar of Centurion Trial Attorneys,
4 APC, and James. R. Hawkins and Mitchell J. Murray of James Hawkins, APLC as Class Counsel
5 for the Class.

6 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
7 Amount of \$40,000, which shall be allocated \$30,000 to the Labor & Workforce Development
8 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
9 Agreement pursuant to the PAGA and \$10,000 to the PAGA Group Members as the Individual
10 PAGA Payments. “PAGA Group Members” are all individuals who were employed by Defendant
11 in the State of California and classified as non-exempt employees at any time during the PAGA
12 Period (November 20, 2022 through June 14, 2025). The Administrator will calculate each
13 Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members’ 25% share
14 of PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all PAGA
15 Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group
16 Member’s PAGA Pay Periods. Pursuant to Labor Code section 2699, the LWDA will be provided
17 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
18 reasonable.

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

5 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
6 than thirty (30) days after this Order, Defendant will provide the Class Data to the Administrator.
7 The Administrator will perform address updates and verifications as necessary prior to the first
8 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
9 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
10 Class Members via first-class regular U.S. Mail to their last known address.

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

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

7 14. A final approval hearing shall be held before this Court on June 23, 2026 at 2:00
8 p.m. in Department 4 / Courtroom 4C of the San Mateo County Superior Court to hear the motion
9 for final approval and for attorneys' fees and costs, and to determine all necessary matters
10 concerning the Settlement, including: whether the proposed settlement of the Action on the terms
11 and conditions provided for in the Agreement is fair, adequate and reasonable and should be
12 finally approved by the Court; whether the Final Approval Order and Judgment should be entered
13 herein; whether the plan of allocation contained in the Agreement should be approved as fair,
14 adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs,
15 service awards, and the expenses of the Administrator. All papers in support of the motion for
16 final approval and for attorneys' fees, costs and service award shall be filed with the Court and
17 served on all counsel no later than sixteen (16) court days before the hearing and the motion shall
18 be heard at this final approval hearing.

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

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

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

18 18. The Action is stayed, subject to further orders of the Court at the Final Approval
19 Hearing.

20 **IT IS SO ORDERED.**

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22 Dated: _____

23 _____
24 HON. NANCY L. FINEMAN
25 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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