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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF BUTTE

15 CHRISTIAN LOVGREN and GINA CUNEO,
16 individuals, on behalf of themselves, and on
17 behalf of all persons similarly situated, and on
18 behalf of the State of California, as private
19 attorneys general,

20 Plaintiffs,

21 vs.

22 ENLOE MEDICAL CENTER, a California
23 Corporation; and DOES 1 through 50,
24 inclusive,

25 Defendants.

CASE NO.: **24CV00200**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: June 25, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Stephen E. Benson

Dept.: 6

Date Action Filed: January 18, 2024

Trial Date: Not set

1 This matter, having come before the Honorable Stephen E. Benson of the Superior Court
2 of the State of California, in and for the County Butte, on June 25, 2025, for the unopposed motion
3 by Plaintiffs Christian Lovgren and Gina Cuneo (“Plaintiffs”) for preliminary approval of the class
4 settlement with Defendant Enloe Medical Center (“Defendant”). The Court, having considered the
5 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
6 hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

7
8 **IT IS HEREBY ORDERED:**

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

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

17 3. The Gross Settlement Amount is Two Million Four Hundred Seventy Thousand
18 Dollars (\$2,470,000). It appears to the Court on a preliminary basis that the settlement amount
19 and terms are fair, adequate and reasonable as to all potential Class Members when balanced
20 against the probable outcome of further litigation and the significant risks relating to certification,
21 liability and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial
24 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the Action. It further appears that the Settlement has been reached as the
26 result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily
27 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable
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1 outcome of further litigation and the significant risks relating to certification, liability, and
2 damages issues.

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$40,000, and
5 proposed Class Representative Service Payments to the Plaintiffs. The Court will not approve the
6 amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval
7 Hearing.

8 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
9 certification of a class for settlement purposes only. This stipulation will not be deemed
10 admissible in this or any other proceeding should this Settlement not become final. For settlement
11 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
12 previously were employed by Defendant in California and classified as a non-exempt employee at
13 any time during the Class Period." The Class Period is October 1, 2022, through April 30, 2025.

14 6. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
15 of \$50,000, which shall be allocated \$37,500 to the Labor & Workforce Development Agency
16 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
17 Agreement pursuant to the PAGA and \$12,500 to the Aggrieved Employees. "Aggrieved
18 Employees" are "all individuals who are or previously were employed by Defendant in California
19 and classified as a non-exempt employee at any time during the PAGA Period." The PAGA
20 Period is from December 6, 2022, through April 30, 2025. Pursuant to Labor Code section 2699,
21 subdivision (l)(2), the LWDA will be provided notice of the Agreement and these settlement
22 terms. The Court finds the PAGA Penalty to be reasonable.

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

6 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
7 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel
8 for the Class.

9 9. The Court hereby approves, as to form and content, the Court Approved Notice of
10 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”)
11 attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
12 accurately inform the Class of all material elements of the proposed Settlement, of the Class
13 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
14 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
15 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
16 and this Order meets the requirements of due process, is the best notice practicable under the
17 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
18 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
19 the Agreement.

20 10. The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than
21 fifteen (15) days after preliminary approval of the Settlement by the Court, Defendant shall
22 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
23 will perform address updates and verifications as necessary prior to the mailing of the Class
24 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
25 receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class
26 Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update
27 Class Member addresses using the National Change of Address database.

1 11. The Court hereby preliminarily approves the proposed procedure for exclusion
2 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
3 from the Class as provided in the Class Notice by following the instructions for requesting
4 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
5 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the
6 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice
7 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such
8 person who chooses to opt out of and be excluded from the Class will not be entitled to any
9 recovery under the Settlement and will not be bound by the class portion of the Settlement or have
10 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
11 shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request
12 for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
13 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the
14 Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of
15 the PAGA Penalties and will remain bound by the release of the Released PAGA Claims.

16 12. Any Class Member who has not opted out ("Participating Class Member") may
17 appear at the final approval hearing and may object or express their views regarding the
18 Settlement and may present evidence and file briefs or other papers that may be proper and
19 relevant to the issues to be heard and determined by the Court as provided in the Notice.
20 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
21 days from the date of the mailing of the Class Notices, to submit their written objections to the
22 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
23 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
24 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
25 oral objection.

26 13. A Final Approval Hearing shall be held before this Court on November 12, 2025, at
27 9:00 a.m. in Department 6 at the Butte County Superior Court to determine all necessary matters

1 concerning the Settlement, including: whether the proposed settlement of the Action on the terms
2 and conditions provided for in the Agreement is fair, adequate and reasonable and should be
3 finally approved by the Court; whether the Final Approval Order and Judgment should be entered
4 herein; whether the plan of allocation contained in the Agreement should be approved as fair,
5 adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs,
6 the service awards, and the expenses of the Administrator. All papers in support of the motion for
7 final approval and for attorneys' fees, costs and service awards, to be heard at the Final Approval
8 Hearing, shall be filed with the Court and served on all counsel no later than sixteen (16) court
9 days before the hearing.

10 14. Neither the Settlement nor any exhibit, document, or instrument delivered
11 thereunder shall be construed as a concession or admission by Defendant in any way that the
12 claims asserted have any merit or that this Action was properly brought as a class or representative
13 action, and shall not be used as evidence of, or used against Defendant as, an admission or
14 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
15 omission by Defendant or with respect to the truth of any allegation asserted by any person.
16 Defendant has denied that it has done anything wrong and disputes all the claims in this Action.
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,

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.

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

9 17. The Action is stayed and all trial and related pre-trial dates, if any, are vacated,
10 subject to further orders of the Court at the Final Approval Hearing.

11 **IT IS SO ORDERED.**

12
13 Dated: _____

HON. STEPHEN E. BENSON
JUDGE, SUPERIOR COURT OF CALIFORNIA