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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 Plaintiff,

21 vs.

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

25 Defendants.

CASE NO.: **24CV00200**

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

Hearing Date: November 12, 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 The motion of Plaintiffs Christian Lovgren and Gina Cuneo (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Enloe Medical Center (“Defendant”) and for an award of attorneys’ fees and costs,
4 service payments, and the fees of the Administrator duly came on for hearing on November 12,
5 2025 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 Two Million Four Hundred
16 Seventy Thousand Dollars (\$2,470,000) and the terms set forth in the Agreement are fair,
17 reasonable, and 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 June 25, 2025, 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 July 24, 2025.
4 Mailing of the Class Notice to their last known addresses was the best notice option under the
5 circumstances and was reasonably calculated to communicate actual notice of the litigation and
6 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 September 22, 2025, which was extended by 14 days for re-mailed Class
15 Notices. There was an adequate interval between mailing of the Class Notice and the response
16 deadline to permit Class Members to choose what to do and act on their decision. A full
17 opportunity has been afforded to the Participating Class Members to participate in this hearing,
18 and all Participating Class Members and other persons wishing to be heard have been heard. Class
19 Members also have had a full and fair opportunity to exclude themselves from the proposed
20 Settlement and Class, and to challenge the data and methodology used to calculate their settlement
21 payments. Accordingly, the Court determines that all Class Members who did not timely and
22 properly submit a request for exclusion are bound by the Settlement and this Final Approval Order
23 and Judgment.

24 **Fairness Of Settlement**

25 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
26 48 Cal.App.4th 1794, 1801 (1996).

27 a. The settlement was reached through arm's-length bargaining between the
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1 parties during an all-day mediation before Steve Serratore, a respected and experienced mediator
2 of wage and hour class actions. There has been no collusion between the parties in reaching the
3 proposed settlement.

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

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

8 d. The percentage of objectors and requests for exclusion is small. No
9 objections were received. Five (5) requests for exclusion were received.

10 e. The participation rate was high. 4,768 Participating Class Members will be
11 mailed a settlement payment, representing 99.9% of the overall Class.

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

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

19 **Attorneys' Fees and Costs**

20 11. An award of \$823,333 for attorneys' fees, representing one-third of the Gross
21 Settlement Amount, and \$29,866.48 for litigation costs and expenses, is reasonable, in light of the
22 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
23 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
24 lodestar and billing statement.

25 **Class Representative Service Payments**

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

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payment to be made to the
6 Participating Class Members in the manner set forth in the Agreement, transmit payment for
7 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to
8 the Plaintiffs, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
9 withholdings and perform the other remaining duties set forth in the Agreement. The
10 Administrator has documented \$22,950 in fees and expenses, and this amount is reasonable in
11 light of the work performed by the Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
14 of \$50,000, which shall be allocated with 75% (\$37,500) allocated to the LWDA PAGA Payment
15 and 25% (\$12,500) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
16 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
17 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total
18 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
19 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
20 Employees" are all individuals who are or previously were employed by Defendant in California
21 and classified as a non-exempt employee at any time during the PAGA Period (December 6, 2022,
22 through April 30, 2025). The Court finds the PAGA Penalties to be reasonable. All Aggrieved
23 Employees will be sent their share of the PAGA Penalties and will be subject to the release of the
24 Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. Pursuant
25 to Labor Code section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement
26 and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
27 Penalty to be reasonable.

1 II.
2 ORDERS

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 15. The certification of the Class for the purposes of settlement is confirmed. The
5 Class is defined as follows:

6 All individuals who are or previously were employed by Defendant in California
7 and classified as a non-exempt employee at any time during the Class Period
(October 1, 2022, through April 30, 2025).

8 16. All persons who meet the foregoing definition are members of the Class, except for
9 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The five (5)
10 individuals who requested exclusion are: Lyle Nelson, Caren Basherini, Lisa Brown, Tiffini L.
11 Laginja and Danielle Meyers.

12 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
13 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
14 necessary to pay Defendant’s share of payroll taxes thereon within fourteen (14) days of the
15 Effective Date.

16 18. Class Counsel are awarded attorneys' fees in the amount of \$823,333 and costs in
17 the amount of \$29,866.48. Class Counsel shall not seek or obtain any other compensation or
18 reimbursement from Defendant, Plaintiffs or members of the Class.

19 19. The payment of the Class Representative Service Payments in the amount of
20 \$10,000 each to the Plaintiffs is approved.

21 20. The payment of \$22,950 to the Administrator for their fees and expenses is
22 approved.

23 21. The PAGA Penalties in the amount of \$50,000 are approved and shall be allocated
24 in accordance with the Agreement.

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

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

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

26 **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 Plaintiff, 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 to construe, interpret, implement and enforce the Agreement, to hear and resolve any
5 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
6 arising from or in connection with the distribution of settlement benefits, subject to the terms of
7 the Agreement.

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

11 28. Effective on the date when Defendant fully funds the entire Gross Settlement
12 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
13 Payments, Plaintiffs and all Participating Class Members, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
15 and assigns, release Released Parties from the Released Class Claims. The "Released Class
16 Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts
17 stated in the Operative Complaint which occurred during the Class Period. Except as expressly set
18 forth in the Agreement, Participating Class Members do not release any other claims, including
19 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
20 Act, unemployment insurance, disability, social security, workers' compensation, or Class claims
21 based on facts occurring outside the Class Period.

22 29. "Released Parties" are defined as: Defendant and each of its former and present
23 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
24 subsidiaries, and the following affiliated non-profit entities: Enloe Health and Wellness and Enloe
25 Health Foundation.

26 30. Effective on the date when Defendant fully funds the entire Gross Settlement
27 Amount, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves
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1 and their respective former and present representatives, agents, attorneys, heirs, administrators,
2 successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released
3 PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have
4 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which
5 occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
6 claims, underlying Released Class Claims, claims for vested benefits, wrongful termination,
7 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
8 security, workers' compensation, and PAGA claims outside of the PAGA Period.

9 31. As of the Effective Date and upon full funding of the Gross Settlement Amount by
10 Defendant, Plaintiffs release and discharge the Defendant and the Released Parties as to the
11 Plaintiffs' Release, as set forth fully in paragraph 6.1 of the Agreement.

12 32. For any Class Member or Aggrieved Employee whose Individual Class Payment
13 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
14 Administrator shall transmit the funds represented by such checks to the California Controller's
15 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
16 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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19 Dated: _____

20 _____
21 HON. STEPHEN E. BENSON
22 JUDGE, SUPERIOR COURT OF CALIFORNIA
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