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on behalf of herself and others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF PLACER**

12 MARY LOU KENNEDY, an individual on
behalf of herself and all others similarly
13 situated,

14 Plaintiff,

15 vs.

16 CHAPA-DE INDIAN HEALTH
PROGRAM, INC., dba CHAPA-DE
17 INDIAN HEALTH, a California Non-Profit
Corporation; and DOES 1 through 50,
18 inclusive,

19 Defendants.
20
21
22

Case No.: S-CV-0051854

CLASS ACTION

Assigned for All Purposes To:
Hon. Alan V. Pineschi

**[PROPOSED] ORDER GRANTING (1)
PRELIMINARY APPROVAL OF THE
CLASS ACTION SETTLEMENT; (2)
APPROVING NOTICE OF SETTLEMENT;
AND (3) SETTING HEARING FOR FINAL
APPROVAL**

Hearing

Date:
Time:
Dept: 40

1 **RECITALS**

2 On January 7, 2025, Plaintiff Mary Lou Kennedy (the “Named Plaintiff”), individually and
3 on behalf of the Class, and Defendant Chapa-De Indian Health Program dba Chapa-De Indian
4 Health (“Defendant”) entered into a class action settlement, the terms and conditions of which are
5 set forth in the parties’ Class Action and PAGA Settlement Agreement (hereafter collectively, the
6 “Settlement” or “Settlement Agreement”). Unless otherwise provided in this Order, all capitalized
7 terms shall have the same meaning as set forth in the Settlement Agreement.

8 The motion of Named Plaintiff for an order preliminarily approving the settlement of this
9 action, approving the form notice of settlement, and setting a final approval hearing came on for
10 hearing in Department 3 of this Court on March 13, 2025.

11 This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and
12 Authorities in support, the Declaration in support, the Settlement Agreement, the proposed form of
13 Class Notice, and the oral argument presented to the Court, finds that: (1) the proposed settlement
14 appears fair, reasonable and adequate, and that a final hearing should be held after notice to the
15 Class (defined below) of the proposed settlement to determine if the Settlement Agreement and
16 settlement are fair, reasonable, and adequate such that a Final Order and Judgment should be entered
17 in this action based upon the Settlement Agreement and (2) the PAGA Settlement Payment is fair
18 and adequate and the PAGA Settlement Payment should be approved.

19 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

20 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**

21 **APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL**

22 1. The Court finds that certification of the following class, for settlement purposes only,
23 is appropriate:

24 “all persons employed by Defendant in California and classified as a non-exempt
25 hourly employee who worked for Defendant at any time between December 18, 2019,
26 to September 23, 2024.”

27 2. The Court grants preliminary approval of the terms and conditions contained in the
28 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the

1 range of possible approval at the final approval hearing.

2 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
3 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
4 the absence of class certification and settlement, each individual Class Member would have to
5 litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour
6 violations asserted in the action; (iii) the typicality requirement because the Named Plaintiff and the
7 Class Members' claims all arise from the same alleged events and course of conduct, and are based
8 on the same legal theories; and (iv) the adequacy of representation requirement because the Named
9 Plaintiff has the same interests as all members of the Class, and they are represented by experienced
10 and competent counsel.

11 4. The Court further finds, preliminarily and for settlement purposes only, that common
12 issues predominate over individual issues in this litigation and that class treatment is superior to the
13 other means of resolving this dispute. Employing the class device here will not only achieve
14 economies of scale for Class Members with individual claims, but also conserve the resources of
15 the judicial system and preserve public confidence in the integrity of the system by avoiding the
16 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
17 adjudications of similar issues and claims.

18 5. For settlement purposes only, the Court finds that the Named Plaintiff is an adequate
19 representative and appoint her as such. The Court further finds that Emil Davtyan, David Yeremian
20 and Natalie Haritoonian of D.Law, Inc., have adequately represented the Named Plaintiff and the
21 Class in this litigation, and the Court appoints them as Class Counsel.

22 6. The Court appoints Apex Class Action to perform the duties of a Settlement
23 Administrator for the purpose of issuing the Class Notice and administering the Settlement.

24 7. The Court recognizes that certification under this Order is for *settlement purposes*
25 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part
26 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
27 Order is without prejudice to the rights of Defendant to oppose class certification in the actions,
28 should the proposed Settlement Agreement not be granted final approval.

1 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

2 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to
3 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement
4 appears to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. It appears to the Court on a preliminary basis that:

6 a. The settlement amount is fair and reasonable to all Class Members when
7 balanced against the probable outcome of further litigation relating to liability and damages issues;

8 b. Extensive and costly investigation and research have been conducted such
9 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

10 c. Settlement at this time will avoid additional substantial costs, such as those
11 that have already been incurred by both parties, as well as avoid the delay and risks that would be
12 presented by the further prosecution of this litigation; and

13 d. The proposed settlement has been reached as the result of intensive, serious,
14 and non-collusive arm's-length negotiations.

15 9. The Court further approves the following representative group of employees as
16 governed by the Settlement Agreement with respect to the PAGA Claim:

17 “all persons employed by Defendant in California and classified as a non-exempt
18 hourly employee who worked for Defendant at any time between December 18, 2022,
19 to September 23, 2024.”

20 10. The Court grants approval of the PAGA Settlement Payment pursuant to the terms
21 and conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
22 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
23 § 2699(1)(2).

24 11. Because a PAGA action is not a class action, Class Members may not opt out of, or
25 object to, the PAGA Settlement Payment.

26 12. If the Court does not grant final approval of the Settlement Agreement, approval of
27 the PAGA settlement will be vacated.

28 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

AND TIMELINE FOR SENDING CLASS NOTICE

13. This Court finds that the Class Notice fairly and adequately advises the potential Class Members of the terms of the Settlement and the process for the Class Members to obtain the benefits available under the Settlement Agreement, as well as the right of Class Members to opt out of the class, to file documentation in opposition to the proposed settlement, and to appear at the settlement hearing to be conducted on the date set by the Court. The Court further finds that the Class Notice and proposed distribution of such Class Notice by first-class mail to each identified Class Member at their last known address comports with all constitutional requirements, including those of due process under the United States and California constitutions, and meets the requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766. Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

14. The Settlement Administrator shall, as soon as practicable, but no later than _____, cause the Class Notice to be mailed by first class mail to all known members of the Class certified by this Court in this action to the most recent address in Defendant's business records for each known member of the Class. The mailing of the Class Notices directed in this Order constitutes the best notice practicable under the circumstances and sufficient notice to all members of the Class.

15. The costs of settlement administration, including the cost of printing and mailing the Class Notices shall be paid from the Settlement Amount. Such costs shall be withheld from the Settlement Amount by the Settlement Administrator pursuant to the terms of the Settlement Agreement.

16. Each member of the Class who wishes to be excluded from the Class must submit a request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely request to be excluded from the Settlement consistent with the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement, even if such Class Member has previously initiated or subsequently initiates individual litigation against Defendant or other proceedings encompassed by the Settled Claims defined in the Settlement Agreement.

OBJECTIONS TO SETTLEMENT

17. Any member of the Class who has not timely elected to be excluded from the Class, and who wishes to object to the fairness, reasonableness or adequacy of the Settlement Agreement or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the Settlement Administrator a written statement of the objection, as well as the specific reasons, if any, for each objection. The Settlement Administrator will promptly transmit any objections it receives to Class Counsel and Defendant's counsel.

18. All written objections must be signed by the Class Member or the Class Member's representative and must include the information specified in the Class Notice.

19. A Class Member may appear either in person or through personal counsel at the Final Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at the Class Member's expense.

20. Class Counsel and Defendant's counsel shall promptly furnish each other with copies of any and all objections or written requests for exclusion that come into their possession.

FINAL APPROVAL FAIRNESS HEARING

21. The Court grants Plaintiff's motion to set a settlement hearing for final approval of the Settlement Agreement on _____, at _____ a.m./p.m. in Department 40 of this Court ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of this action is fair, reasonable and adequate and should be finally approved. The Court will also consider at the Final Hearing whether applications for Plaintiff's attorneys' fees and costs and enhancement award to the Named Plaintiff should be granted and, if so, in what amounts.

22. Members of the Class who have not timely elected to be excluded from the Class and who object to the proposed Settlement may appear and present such objections at the Settlement Hearing in person or by counsel, provided that the objecting Class Member complied with the requirements to object to the Settlement. No person shall be heard, and no briefs or papers shall be received or considered, unless the requirements to object to the Settlement have been satisfied, except as this Court may permit for good cause shown.

23. Class Counsel shall file Plaintiff's memorandum of points and authorities in support

1 of the final approval of the Settlement Agreement and her request for approval of the attorneys'
2 fees, litigation costs, and enhancement award no later than 16 court days prior to the Final Hearing.
3 After the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with
4 the Settlement Agreement that will adjudicate the rights of all Class Members.

5 24. All discovery and other pretrial proceedings in this action are stayed and suspended
6 until further order of this Court, except such actions as may be necessary to implement the
7 Settlement Agreement and this Order.

8 25. If, for any reason, the Court does not grant final approval of the Settlement, all
9 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
10 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

11 **IT IS SO ORDERED.**

12
13 Dated: _____, 2025

JUDGE OF THE SUPERIOR COURT