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on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

GOLDAMEIR CLEMENTE, an
individual on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

WEST COUNTY HEALTH CENTERS,
INC., a California non-profit corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV033568

CLASS ACTION

Assigned for All Purposes To:
Hon. Patrick Broderick
Courtroom: 16

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date:
Time:
Dept.: 16

Original Complaint Filed: June 13, 2024
First Amended Complaint Filed: January 22, 2025

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RECITALS

Plaintiff Goldameir Clemente (“Plaintiff”), on behalf of himself and the Class, and Defendant West County Health Centers, Inc. (“Defendant”) (Plaintiff and Defendant together referred to as the “Parties”) entered into a class action and PAGA settlement, the terms and conditions of which are set forth in the Parties’ Class Action and PAGA Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Enoch J. Kim, filed concurrently with the Motion for Preliminary Approval (hereafter, the “Settlement” or “Settlement Agreement”). Unless otherwise provided in this Order, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement.

Plaintiff’s motion for preliminary approval of the Settlement (“Motion”) came on for hearing in Department 16 of this Court on _____ at _____ a.m./p.m.

This Court, having fully considered Plaintiff’s Motion and the Settlement Agreement, finds that: (1) the proposed settlement appears fair, reasonable, and adequate, and that a final hearing should be held after notice to the Class (defined below) of the proposed settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and adequate, such that a Final Order and Judgment should be entered in this action based upon the Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and should be approved.

THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:
ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND
APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL

1. The Court finds that certification of the following Class, for settlement purposes only, is appropriate:
- “all persons employed by Defendant in California and classified as a non-exempt, hourly employee who worked for Defendant during the Class Period,” which is the period from June 13, 2020, through October 31, 2025.
2. The Court preliminarily finds, for settlement purposes only, that the Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in the absence of class certification and settlement, each individual Class Member would have to

1 litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour
2 violations asserted in the action; (iii) the typicality requirement because Plaintiff and the Class
3 Members' claims all arise from the same alleged events and course of conduct, and are based on the
4 same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has the
5 same interests as all members of the Class, and they are represented by experienced and competent
6 counsel.

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

14 4. For settlement purposes only, the Court finds that Plaintiff is an adequate class
15 representative and appoints him as such. The Court further finds that Natalie Haritoonain, Enoch J.
16 Kim, and Matthew Carraher of D.Law, Inc., have adequately represented Plaintiff and the Class in
17 this litigation, and the Court appoints them as Class Counsel.

18 5. The Court appoints CPT Group, Inc. to perform the duties of a Settlement
19 Administrator for the purpose of issuing the Class Notice and administering the Settlement.

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

25 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

26 7. The Court has reviewed the Settlement Agreement and the proposed Class. The
27 Court finds, on a preliminary basis, that the settlement amount, as described in the Settlement
28 Agreement appears to be within the range of reasonableness of a settlement that could ultimately be

1 given final approval by this Court. It appears to the Court on a preliminary basis that:

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

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

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

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

11 8. The Court further approves the following representative group of employees as
12 governed by the Settlement Agreement with respect to the PAGA claim:

13 "a person classified as non-exempt, hourly employee allegedly while working for
14 Defendant in California during the PAGA Period," which is the period from June 13,
15 2023 to October 31, 2025.

16 9. The Court grants approval of the PAGA Settlement pursuant to Labor Code
17 § 2699(1)(2). The Court finds that the PAGA Settlement is fair and reasonable. Class Members may
18 not opt out of the PAGA Settlement.

19 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

20 **AND TIMELINE FOR SENDING CLASS NOTICE**

21 10. This Court finds that the Class Notice fairly and adequately advises the potential
22 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
23 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
24 of the Settlement, to object to the proposed Settlement, and to appear at the final approval hearing
25 to be conducted on the date set by the Court. The Court further finds that the Class Notice and
26 proposed distribution of such Class Notice by first-class mail to each identified Class Member at
27 their last known address comports with all constitutional requirements, including those of due
28 process under the United States and California constitutions, and meets the requirements of Code of

1 Civil Procedure § 382 and California Rules of Court rule 3.766. Accordingly, good cause appearing
2 therefore, the Court hereby approves the proposed Class Notice.

3 11. The Settlement Administrator shall cause the Class Notice to be mailed by first class
4 mail to all known members of the Class pursuant to the Settlement Agreement. The mailing of the
5 Class Notices directed in this Order constitutes the best notice practicable under the circumstances
6 and sufficient notice to all members of the Class.

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

11 13. Each member of the Class who wishes to be excluded from the Class must submit a
12 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
13 Member who does not submit a timely request to be excluded from the Settlement consistent with
14 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement.

15 **OBJECTIONS TO SETTLEMENT**

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

22 15. All written objections must be signed by the Class Member and include the
23 information specified in the Class Notice.

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

27 17. Class Counsel and Defendants' counsel shall promptly furnish each other with copies
28 of any and all objections or written requests for exclusion that come into their possession.

FINAL APPROVAL FAIRNESS HEARING

18. 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 16 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 class representative service payments to Plaintiffs should be granted and, if so, in what amounts.

19. Class Counsel shall file Plaintiff's memorandum in support of the final approval of the Settlement Agreement and their request for approval of the attorneys' fees, litigation costs, and service payments no later than 16 court days prior to the Final Hearing. After the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

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

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

IT IS SO ORDERED.

Dated: _____, 2026

JUDGE OF THE SUPERIOR COURT