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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SISKIYOU

MELINDA WHEELER and MALLORY
DUNN, individually, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

v.

SISKIYOU HOSPITAL, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 25CV01525

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: June 18, 2026

Hearing Time: 9:30 a.m.

Judge: Hon. Kendall Hannon

Courtroom: 2

Action Filed: February 18, 2025

Trial Date: Not set

This matter, having come before the Honorable Kendall Hannon of the Superior Court of the State of California, in and for the County Siskiyou, on June 18, 2026, for the motion by Plaintiffs Melinda Wheeler and Mallory Dunn ("Plaintiffs") for preliminary approval of the class settlement with Defendant Siskiyou Hospital, Inc., dba Fairchild Medical Center ("Defendant").

PRELIMINARY APPROVAL ORDER

1 The Court, having considered the briefs, argument of counsel and all matters presented to the
2 Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of
3 Class Action Settlement.

4 **IT IS HEREBY ORDERED:**

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

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

13 3. The Gross Settlement Amount is One Million Seven Hundred Thousand Dollars
14 (\$1,700,000). It appears to the Court on a preliminary basis that the settlement amount and terms
15 are fair, adequate and reasonable as to all potential Class Members when balanced against the
16 probable outcome of further litigation and the significant risks relating to certification, liability and
17 damages issues. It further appears that investigation and research have been conducted such that
18 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
19 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
20 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
21 It further appears that the Agreement has been reached as the result of serious and non-collusive,
22 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
23 adequate, and reasonable when balanced against the probable outcome of further litigation and the
24 significant risks relating to certification, liability, and damages issues.

25 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
26 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$28,000, and
27 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
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1 \$15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
2 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
3 evidence supporting these requests prior to final approval.

4 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
5 certification of a class for settlement purposes only. This stipulation will not be deemed
6 admissible in this or any other proceeding should this Settlement not become final. For settlement
7 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
8 were employed by Defendant and classified as non-exempt direct employees who worked at least
9 one Workweek in California at any time during the Class Period." The Class Period is from
10 February 18, 2021 through February 8, 2026.

11 6. The Court concludes that, for settlement purposes only, the Class meets the
12 requirements for certification under section 382 of the California Code of Civil Procedure in that:
13 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
14 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
15 community of interest amongst the members of the Class with respect to the subject matter of the
16 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class;
17 (d) the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a
18 class action is superior to other available methods for the efficient resolution of this controversy;
19 and (f) Plaintiffs' counsel is qualified to act as Class Counsel and the Plaintiffs are adequate
20 representatives of the Class.

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

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

11 9. The Court hereby appoints ILYM Group, Inc. as Administrator. No later than
12 fifteen (15) business days after issuance of this Order, Defendant shall provide the Administrator
13 with the Class Data in an electronic spreadsheet. This information will otherwise remain
14 confidential and will not be disclosed to anyone, except as required to applicable taxing
15 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant's express
16 written authorization or by order of the Court. The Administrator will perform address updates
17 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
18 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
19 Data, the Administrator will mail the Class Notice to all Class Members via first-class U.S. Mail.

20 10. The Court hereby preliminarily approves the proposed procedure for exclusion
21 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
22 from the Class as provided in the Class Notice by following the instructions set forth in the Class
23 Notice. All requests for exclusion must be sent to the Administrator and postmarked by no later
24 than the Response Deadline, which is sixty (60) calendar days after the Administrator initially
25 mails the Class Notice Packets to the Class Members. If the Class Notice Packet is re-mailed, this
26 Response Deadline will be extended an additional fourteen (14) calendar days. Any person who
27 chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the
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1 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
2 thereon. PAGA Group Members shall be sent their Individual PAGA Payment and will be subject
3 to the release of the Released PAGA Claims regardless of whether they opt-out of the Class.
4 Class Members who have not requested exclusion shall be bound by all determinations of the
5 Court, the Agreement, and the Judgment. A request for exclusion applies only to the individual
6 submitting the request for exclusion, and any attempt to effectuate an opt-out on behalf of any
7 other individual or individuals (including a group, class, or subclass of individuals) is not
8 permitted and will be deemed invalid.

9 11. Any Class Member who has not opted-out may appear at the Final Approval
10 Hearing and may object or express the Member's views regarding the Settlement and may present
11 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
12 and determined by the Court as provided in the Class Notice. Class Members will have until the
13 Response Deadline set forth in the Class Notice to submit their written objections to the
14 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
15 mailed, the Response Deadline will be extended an additional fourteen (14) calendar days.
16 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
17 objection.

18 12. A Final Approval Hearing shall be held before this Court on October 22, 2026 at
19 9:30 a.m. in Courtroom 2 of the Siskiyou County Superior Court to determine all necessary
20 matters concerning the Settlement, including: whether the proposed settlement of the Action on
21 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
22 should be finally approved by the Court; whether the Final Approval Order and Judgment should
23 be entered herein; whether the plan of allocation contained in the Agreement should be approved
24 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
25 costs, the service awards, and the expenses of the Administrator. The motion for final approval
26 and for attorneys' fees, costs and service awards shall be filed with the Court and served on all
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1 counsel no later than sixteen (16) court days before the hearing and shall be heard at the Final
2 Approval Hearing.

3 13. Neither the Settlement nor any exhibit, document, or instrument delivered
4 thereunder shall be construed as a concession or admission by Defendant in any way that the
5 claims asserted have any merit or that this Action was properly brought as a class or representative
6 action, and shall not be used as evidence of, or used against Defendant as, an admission or
7 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
8 omission by Defendant or with respect to the truth of any allegation asserted by any person.
9 Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit,
10 document, statement, proceeding or conduct related to the Settlement or Agreement, nor any
11 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
12 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
13 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
14 liability, fault, wrongdoing, omission, concession or damage.

15 14. In the event the Settlement does not become effective in accordance with the terms
16 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
17 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
18 and the Parties shall revert to their respective positions as of before entering into the Agreement,
19 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
20 including all available defenses and affirmative defenses, and arguments that any claim in the
21 Action could not be certified as a class action and/or managed as a representative action. In such
22 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
23 referred to in litigation for any purpose.

24 15. The Court reserves the right to adjourn or continue the date of the Final Approval
25 Hearing and all dates provided for in the Agreement without further notice to Class Members and
26 retains jurisdiction to consider all further applications arising out of or connected with the
27 proposed Settlement.

1 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
2 further orders of the Court at the Final Approval Hearing.

3 **IT IS SO ORDERED.**

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5 Dated: _____

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HON. KENDALL HANNON
JUDGE, SUPERIOR COURT OF CALIFORNIA

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PRELIMINARY APPROVAL ORDER