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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

ROYA NOORI and PAOLA OLIVO on
behalf of themselves, all others similarly
situated, and on behalf of the general
public,

Plaintiffs,

v.

VISTA COMMUNITY CLINIC; and
DOES 1-100,

Defendants.

Case No.: 37-2023-00000144-CU-OE-CTL
(Consolidated with Case No.
37-2023-00005665-CU-OE-CTL)

*[Assigned for All Purposes to the
Honorable James A. Mangione; Dept. C-75]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Date: September 13, 2024
Time: 9:00 a.m.

Complaint Filed: January 3, 2023
Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiffs Roya Noori and Paola Olivo have applied to this
4 Court for an order preliminarily approving the settlement of the Action in accordance with the
5 Class Action and PAGA Settlement Agreement (the “Agreement”), which together with the
6 exhibit annexed thereto, sets forth the terms and conditions for a proposed settlement and entry
7 of judgment upon the terms and conditions set forth therein. The Court has read and considered
8 the Memorandum of Points and Authorities in support of Plaintiffs’ Motion for Preliminary
9 Approval of Class and PAGA Action Settlement, Conditional Certification, Approval of Class
10 Notice, Setting of Final Approval Hearing Date and the declarations submitted therewith. For
11 purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiffs’ motion for preliminary
14 approval and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in
18 that: (a) the Class Members are ascertainable and so numerous that joinder of all Class Members
19 is impracticable; (b) there are questions of law and fact common to the Class which predominate
20 over any individual questions; (c) Plaintiffs’ claims are typical of the claims of the Class; (d)
21 Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of
22 the Class; and (e) a class action, and class-wide resolution of the action via class settlement
23 procedures is superior to other available methods for the fair and efficient adjudication of the
24 controversy.

25 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
26 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
27 light of the factual, legal, practical, and procedural considerations raised by this case.

1 4. Plaintiffs do not have any conflicts that would preclude them from serving as Class
2 Representatives, and their appointment comports with the requirements of due process.

3 5. Class Counsel does not have any conflicts that would preclude them from acting
4 as Class Counsel, and they meet the requirements for appointment as Class Counsel and the
5 requirements of due process.

6 6. The Notice of Class Action Settlement and Hearing Date for Final Court Approval
7 (“Class Notice”) attached as **Exhibit A** to the Agreement complies with due process because the
8 Class Notice is reasonably calculated to adequately apprise Class Members of: (a) the pending
9 lawsuit; (b) the terms of the proposed Agreement; and (c) their rights, including the right to either
10 participate in the settlement, exclude themselves from the settlement, or object to the settlement.
11 Plaintiffs’ proposed plan for notifying the Class Members and settlement administration is the
12 best notice practicable under the circumstances.

13 **III. ORDER**

14 The Court having considered the papers submitted in support of the motion for preliminary
15 approval, HEREBY ORDERS THE FOLLOWING:

16 1. The Court finds on a preliminary basis that the provisions of the Agreement are
17 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

18 2. The following Class is conditionally certified for purposes of settlement only: all
19 current and former non-exempt, hourly employees who were employed by Defendant Vista
20 Community Clinic (“Defendant”) in California at any time from January 3, 2019, through January
21 18, 2024.

22 3. The Agreement provides for the following release as to Participating Class
23 Members,¹ which is hereby approved conditionally: all Participating Class Members, on behalf
24 of themselves and their former and present representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns, release the Released Parties from all claims that were
26 alleged, or reasonably could have been alleged, based on the facts contained in the Operative

27 ¹ A Participating Class Member is a Class Member who does not submit a valid and timely
28 Request for Exclusion from the Settlement.

1 Complaint and that occurred during the Class Period. Except as set forth in Section E.3. of the
2 Agreement, Participating Class Members do not release any other claims, including claims for
3 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
4 unemployment insurance, disability, social security, workers' compensation, or claims based on
5 facts occurring outside the Class Period. The Class Period is January 3, 2019, through January
6 18, 2024.

7 4. This settlement also releases claims under the Private Attorneys General Act of
8 2004 ("PAGA"). These claims are asserted on behalf of Aggrieved Employees defined as: all
9 current and former non-exempt, hourly employees who were employed by Defendant in
10 California at any time from February 8, 2022, through January 18, 2024.

11 5. The Agreement provides for the following release as to Aggrieved Employees,
12 which is hereby approved conditionally: all Participating and Non-Participating Class Members,
13 who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former
14 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
15 Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have
16 been alleged, based on the facts stated in the Operative Complaint and PAGA Notice that occurred
17 during the PAGA Period. The PAGA Period is February 8, 2022, through January 18, 2024.

18 6. The settlement appears to be fair, adequate and reasonable to the Class. The
19 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
20 only to any objections that may be raised at the Final Approval Hearing and final approval by this
21 Court.

22 7. Plaintiffs are conditionally approved as the Class Representatives for the Class.

23 8. The Court acknowledges the request for an incentive payment of \$10,000 each to
24 Plaintiff (totaling \$20,000) for their service as class representatives which will be decided at the
25 time of Final Approval.

26 9. Mara Law Firm, PC, and Justice Law Corporation are conditionally approved as
27 Class Counsel for the Class.

1 10. The Court acknowledges the request for awards of up to \$1,050,000 in attorneys’
2 fees and up to \$50,000 in actual costs payable to Class Counsel which will be decided at the time
3 of Final Approval.

4 11. A Final Approval Hearing on the question of whether the settlement, attorneys’
5 fees and costs to Class Counsel, and Class Representative Service Payments should be finally
6 approved as fair, reasonable and adequate as to Class Members is scheduled in Department C-75
7 on the date and time set forth in the Implementation Schedule below.

8 12. The Court confirms ILYM Group, Inc. as the Settlement Administrator.

9 13. The proposed payment of up to \$25,000 in costs to ILYM Group, Inc. for its
10 services as the Settlement Administrator is conditionally approved.

11 14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of
12 \$150,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and
13 25% of which shall be distributable to Aggrieved Employees).

14 15. The Court approves, as to form and content, the Notice of Class Action Settlement
15 and Hearing Date for Final Court Approval in substantially the form attached as **Exhibit A** to the
16 Agreement. The Court approves the procedure for Class Members to participate in, to opt out of,
17 and to object to, the settlement as set forth in the notice.

18 16. The Court directs the mailing of the notice of class action settlement by first class
19 mail to Class Members in accordance with the Implementation Schedule below. The Court finds
20 the dates selected for the mailing and distribution of the notice, as set forth in the Implementation
21 Schedule, meet the requirements of due process and provide the best notice practicable under the
22 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

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IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Data to Settlement Administrator	14 calendar days from the date of this Order (<i>i.e.</i> , September 27, 2024, if preliminary approval is granted on September 13, 2024)
Deadline for Settlement Administrator to Mail Class Notices to Class Members	14 calendar days from receipt of the Class Data (<i>i.e.</i> , October 11, 2024)
Deadline for Settlement Administrator to Set Up Settlement Website	14 calendar days from receipt of the Class Data (<i>i.e.</i> , October 11, 2024)
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes (“Response Deadline”)	45 days from the mailing of the Class Notices (<i>i.e.</i> , November 25, 2024)
Deadline for Class Counsel to file a Motion for Final Approval	16 court days prior to the Final Approval Hearing
Deadline to Provide the Court with the Settlement Administrator’s Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days prior to the Final Approval Hearing
Final Approval Hearing and Final Approval	_____ at _____

IT IS SO ORDERED.

Dated: _____

By _____
Honorable James A. Mangione
San Diego County Superior Court Judge