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11 Attorneys for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF SAN DIEGO

14 JACQUELYN CRANTON and KATRENA  
15 ARNOLD, individuals, on behalf of  
16 themselves and on behalf of all persons  
17 similarly situated,

18 Plaintiffs,

19 vs.

20 GROSSMONT HOSPITAL CORPORATION,  
21 a California Corporation; and DOES 1 through  
22 50, inclusive,

23 Defendants.

CASE NO.: **37-2022-00001574-CU-OE-CTL**

[Consolidated with Case No.  
37-2022-00024671-CU-OE-CTL]

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date: March 29, 2024

Hearing Time: 9:30 a.m.

Judge: Hon. Gregory W. Pollack

Dept.: 71

Date Action Filed: January 13, 2022

Trial Date: Not set

1 This matter, having come before the Honorable Gregory W. Pollack of the Superior Court  
2 of the State of California, in and for the County San Diego, on March 29, 2024, for the motion by  
3 Plaintiffs Jacqueline Cranton and Katrena Arnold (“Plaintiffs”) for preliminary approval of the  
4 class settlement with Defendant Grossmont Hospital Corporation (“Defendant”). The Court,  
5 having considered the briefs, argument of counsel and all matters presented to the Court and good  
6 cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action  
7 Settlement.

8  
9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement  
11 Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in  
12 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based  
13 on the Court’s determination that the Settlement set forth in the Agreement is within the range of  
14 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil  
15 Procedure and California Rules of Court, rule 3.769.

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

18 3. The Gross Settlement Amount is Five Million Nine Hundred Fifty Thousand  
19 Dollars (\$5,950,000). It appears to the Court on a preliminary basis that the settlement amount  
20 and terms are fair, adequate and reasonable as to all potential Class Members when balanced  
21 against the probable outcome of further litigation and the significant risks relating to certification,  
22 liability and damages issues. It further appears that investigation and research have been  
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective  
24 positions. It further appears to the Court that settlement at this time will avoid substantial  
25 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the  
26 further prosecution of the Action. It further appears that the Settlement has been reached as the  
27 result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily

1 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable  
2 outcome of further litigation and the significant risks relating to certification, liability, and  
3 damages issues.

4         4.       The Agreement specifies for an attorneys' fees award not to exceed one-third of the  
5 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$70,000, and  
6 proposed Class Representative Service Payments to each of the Plaintiffs in an amount not to  
7 exceed \$12,500 each. The Court will not approve the amount of attorneys' fees and costs, nor the  
8 amount of any service award, until the Final Approval Hearing.

9         5.       The Court recognizes that Plaintiffs and Defendant stipulate and agree to  
10 certification of a class for settlement purposes only. This stipulation will not be deemed  
11 admissible in this or any other proceeding should this Settlement not become final. For settlement  
12 purposes only, the Court conditionally certifies the following Class: "all non-exempt employees  
13 who are or previously were employed by Defendant Grossmont Hospital Corporation in the State  
14 of California from January 13, 2018 to March 20, 2024 (the "Class Period")."

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

25         7.       The Court provisionally appoints Plaintiffs as the representatives of the Class. The  
26 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,  
27 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal  
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1 Nordrehaug Bhowmik De Blouw LLP; Craig J Ackermann of Ackermann & Tilajef, P.C.; and  
2 Amire H. Seyedfarshi of Employment Rights Lawyers, APC as Class Counsel for the Class.

3       8.       The Court hereby approves, as to form and content, the Court Approved Notice of  
4 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”)  
5 attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and  
6 accurately inform the Class of all material elements of the proposed Settlement, of the Class  
7 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each  
8 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the  
9 distribution of the Class Notice substantially in the manner and form set forth in the Agreement  
10 and this Order meets the requirements of due process, is the best notice practicable under the  
11 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The  
12 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in  
13 the Agreement.

14       9.       The Court hereby appoints ILYM Group as Administrator. No later than fifteen  
15 (15) business days after preliminary approval of the Settlement by the Court, Defendant shall  
16 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator  
17 will perform address updates and verifications as necessary prior to the mailing of the Class  
18 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after  
19 receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class  
20 Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update  
21 Class Member addresses using the National Change of Address database.

22       10.      The Court hereby preliminarily approves the proposed procedure for exclusion  
23 from the Settlement. Any Class Member may individually choose to opt out of and be excluded  
24 from the Class as provided in the Class Notice by following the instructions for requesting  
25 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be  
26 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the  
27 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice  
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1 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such  
2 person who chooses to opt out of and be excluded from the Class will not be entitled to any  
3 recovery under the Settlement and will not be bound by the class portion of the Settlement or have  
4 any right to object, appeal or comment thereon. Class Members who have not requested exclusion  
5 shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request  
6 for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a  
7 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the  
8 Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of  
9 the PAGA Penalties and will remain bound by the release of the Released PAGA Claims in the  
10 Agreement regardless of their Request for Exclusion as there is no right for Aggrieved Employees  
11 to opt of the settlement of the PAGA claims.

12 11. Any Class Member who has not opted out ("Participating Class Member") may  
13 appear at the final approval hearing and may object or express the Member's views regarding the  
14 Settlement and may present evidence and file briefs or other papers that may be proper and  
15 relevant to the issues to be heard and determined by the Court as provided in the Notice.  
16 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar  
17 days from the date of the mailing of the Class Notices, to submit their written objections to the  
18 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet  
19 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.  
20 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an  
21 oral objection.

22 12. A Final Approval Hearing shall be held before this Court on August 9, 2024, at  
23 9:30 a.m. in Department 71 at the San Diego County Superior Court to determine all necessary  
24 matters concerning the Settlement, including: whether the proposed settlement of the Action on  
25 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and  
26 should be finally approved by the Court; whether the Final Approval Order and Judgment should  
27 be entered herein; whether the plan of allocation contained in the Agreement should be approved  
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1 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and  
2 costs, the service awards, and the expenses of the Administrator. All papers in support of the  
3 motion for final approval and for attorneys' fees, costs and service awards, to be heard at the Final  
4 Approval Hearing, shall be filed with the Court and served on all counsel no later than sixteen (16)  
5 court days before the hearing.

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

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

1           15.     The Court reserves the right to adjourn or continue the date of the final approval  
2 hearing and all dates provided for in the Agreement without further notice to Class Members and  
3 retains jurisdiction to consider all further applications arising out of or connected with the  
4 proposed Settlement.

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

7           **IT IS SO ORDERED.**

8  
9 Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. GREGORY W. POLLACK  
JUDGE, SUPERIOR COURT OF CALIFORNIA