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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

NATASHA TAYLOR, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

THE WEST OAKLAND HEALTH
COUNCIL, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. RG20049604

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

Date: February 25, 2025

Time: 1:30 p.m.

Reservation ID: 803492234138

Judge: Hon. Somnath Raj Chatterjee

Dept.: 21

1 This matter having come before the Honorable Judge Somnath Raj Chatterjee of the Superior
2 Court of the State of California, in and for the County of Alameda, at 1:30 p.m. on February 25, 2025,
3 with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay
4 Law Group, APLC, and Edwin Aiwarzian of Lawyers for Justice, P.C, as counsel for plaintiff
5 NATASHA TAYLOR (“Plaintiff”), and Jeffrey R. Gillette, Esq. of Messner Reeves LLP, appearing
6 for defendant THE WEST OAKLAND HEALTH COUNCIL (hereinafter “Defendant”). The Court,
7 having carefully considered the brief, argument of counsel and all the matters presented to the Court,
8 and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class
9 Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
12 Action Claims and Release of Claims (“Agreement”), a true and correct copy of which is attached to
13 the Declaration of Jean-Claude Lapuyade as Exhibit “1”. This is based on the Court’s determination
14 that the Agreement is within the range of possible final approval, pursuant to the provisions of Section
15 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendant shall pay is Seven Hundred Ninety-Five Thousand Dollars and Zero Cents (\$795,000.00).
20 It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate,
21 and reasonable as to all Class Members when balanced against the probable outcome of further
22 litigation relating to certification, liability, and damages issues. It further appears that investigation and
23 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
24 respective 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 further
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
27 intensive, serious, and non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonably of a settlement that could ultimately be given final approval by this Court. The Court
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. Plaintiff seeks a Class Counsel Award comprised of up-to one-third of the Gross
7 Settlement Amount, currently estimated at Two Hundred Sixty-Five Thousand Dollars and Zero Cents
8 (\$265,000.00) and award of attorneys' expenses not to exceed Twenty-Five Thousand Dollars and Zero
9 Cents (\$25,000), and proposed Service Award to the Class Representative, Natasha Taylor in an amount
10 not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be
11 within the range of reasonableness, the Court will not approve the Class Counsel Award or Service
12 Award until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 "all current and former non-exempt employees who worked for Defendant
18 in California at any time from January 7, 2016, and the earlier of (1)
19 preliminary court approval or (2) the date on which the Class Members'
20 Workweek count reaches 66,000 Workweeks ("Class Period")."

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
24 common questions of law and fact predominate, and there is a well-defined community of interest
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
26 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
27 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in her individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints plaintiff NATSHA TAYLOR as the representative of
4 the Class.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
6 A.P.C., Shani Zakay, Esq., of the Zakay Law Group, APLC, and Joanna Ghosh, Esq., of Lawyers for
7 Justice, P.C. as Class Counsel for the Class Members.

8 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
9 Class Action Settlement (“Class Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds
10 that the notice appears to fully and accurately inform the Class Members and Aggrieved Employees of
11 all material elements of the proposed Settlement, including right of any Class Member to be excluded
12 from the Class by submitting a written request for exclusion, and of each Class Member’s right and
13 opportunity to object to the Settlement. The Court further finds that the distribution of the notices
14 substantially in the manner and form set forth in the Agreement and this Order meets the requirements
15 of due process, is the most reasonable notice under the circumstances, and shall constitute due and
16 sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class
17 mail, pursuant to the terms set forth in the Agreement.

18 11. The Court hereby appoints Apex Class Action Settlement Administration, as Settlement
19 Administrator. No later than ten (10) business days after entry of this order, Defendant shall provide,
20 to the Settlement Administrator the Class Data, including information regarding Class Members that
21 Defendant will in good faith compile from its records, including each Class Member’s full name; last
22 known address; Social Security Number; start dates and end dates of employment. No later than ten
23 (10) business days after preliminary approval of the Settlement, the Settlement Administrator shall mail
24 the Class Notice to all identified, potential Class Members via first class regular U.S. Mail using the
25 most current mailing address information available.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
28 Settlement as provided in the Notice by following the instructions for requesting exclusion from the

1 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
2 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date
3 the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than
4 fifteen (15) calendar days after the original Response Deadline. Any such person who chooses to opt
5 out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
6 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
7 comment thereon. Class Members who have not requested exclusion shall be bound by all
8 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
9 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
10 individuals is not permitted and will be deemed invalid.

11 13. Any Class Member who has not opted out may appear at the final approval hearing and
12 may object or express the Class Member's views regarding the Settlement and may present evidence
13 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
14 by the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the
15 Settlement Administrator mails the Class Notice to postmark their written objections to the Settlement
16 Administrator.

17 14. The deadline for Plaintiff to file the Motion for Class Certification currently set for April
18 30, 2025, is hereby **vacated**.

19 15. A hearing on Plaintiff's Motion for Final Approval and Plaintiff's Motion for Class
20 Counsel Award and Service Award shall be held before this Court on _____at
21 _____AM/PM in Department 21 of the Alameda County Superior Court to determine all necessary
22 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
23 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
24 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
25 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
26 reasonable to the Class; and to finally approve the Class Counsel Award, Service Award, and the
27 Settlement Administration Costs. All papers in support of the Motion for Final Approval and the
28 Motion for Class Counsel Award and Service Award shall be filed with the Court and served on all

1 counsel no later than sixteen (16) court days before the hearing.

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

12 17. In the event the Settlement does not become effective in accordance with the terms of the
13 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
14 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
15 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
16 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
17 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
18 the Agreement with respect to the effect of the Agreement if it is not approved.

19 18. Pending final determination of whether the Settlement should be approved, Class
20 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,
21 intervening in, instigating or in any way participating in the commencement or prosecution of any
22 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
23 any claims that are, or relate in any way to, the Released Claims, unless and until they submit a timely
24 request for exclusion pursuant to the Agreement.

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

Dated: _____

JUDGE OF THE SUPERIOR COURT