

ENDORSED FILED
Clerk of the Superior Court
County of Lassen

APR 13 2023

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DEPUTY CLERK

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LASSEN

NATALIE CHRESTENSEN; DELORIS
RIDDLE, individuals, on behalf of themselves
and on behalf of all persons similiary situated,

Plaintiffs,

v.

NORTHEASTERN RURAL HEALTH
CLINICS, a California Corporation; and DOES
1-50, Inclusive,

Defendants.

Case No. 63703

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL**

Date: April 13, 2023
Time: 10:00 a.m.

Judge: Hon. Leonard J. La Casse
Dept.: C

**FILE
BY FAX**

1 Plaintiffs' motion for an order finally approving the Stipulation of Settlement of Class Action
2 and PAGA Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award and
3 Class Representative Service Awards duly came on for hearing on April 13, 2023, before the above-
4 entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf of
5 Plaintiffs NATALIE CHRESTENSEN and DELORIS RIDDLE ("Plaintiffs"). Boutin Jones, Inc.
6 appeared on behalf of Defendant NORTHEASTERN RURAL HEALTH CLINICS. (hereinafter
7 "Defendant").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Lassen ("Court"), Case No. 63703, entitled
16 *Chrestensen v. Northeastern Rural Health Clinics*, and over all Parties to this litigation, including
17 the Class.

18 **Preliminary Approval of the Settlement**

19 3. On December 8, 2022, the Court granted preliminary approval of a class-wide
20 settlement. At this same time, the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class mail to the Class Members at their last known addresses on January 12, 2023.
26 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
28

1 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was February 27, 2023.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness Of the Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$270,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

11 a. The settlement was reached through arms-length bargaining between
12 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
13 settlement.

14 b. The Parties' investigation and discovery have been sufficient to allow
15 the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. The percentage of objectors and requests for exclusion is small. No
20 objections were received. No requests for exclusion were received.

21 e. The participation rate is high. All Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
25 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
26 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
27 litigation and the delays which would ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **Attorneys' Fees and Litigation Expenses**

4 9. The Agreement provides for a Class Counsel Award in the amount of up to
5 One Hundred and Ten Thousand Dollars and Zero Cents (\$110,000.00). Subject to Court approval,
6 the Class Counsel Award consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement
7 Amount, or Ninety Thousand Dollars and Zero Cents (\$90,000.00) and reimbursement of costs and
8 expenses in the amount of Eleven Thousand One Hundred Sixty-Four Dollars and Eighty-Two Cents
9 (\$11,164.82).

10 10. A Class Counsel Award of One Hundred One Thousand One Hundred and
11 Sixty-Four Dollars and Eighty-Two Cents (\$101,164.82) comprised of attorneys' fees in the amount
12 of Ninety Thousand Dollars and Zero Cents (\$90,000.00) and reimbursement of actually incurred
13 costs and expenses in the amount of Eleven Thousand One Hundred Sixty-Four Dollars and Eighty-
14 Two Cents (\$11,164.82) is reasonable in light of the contingent nature of Class Counsel's fee, the
15 hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
16 attorneys' fee award represents 1/3 of the common fund, which is reasonable and at the low end of
17 the range for fee awards in common fund cases and is supported by Class Counsel's lodestar.

18 **Class Representative Service Awards**

19 11. The Agreement provides for Class Representative Service Awards of Fifteen
20 Thousand Dollars and Zero Cents (\$15,000) comprised of up to Ten Thousand Dollars and Zero
21 Cents (\$10,000.00) to Plaintiff Chrestensen, and up to Five Thousand Dollars and Zero Cents
22 (\$5,000.00) to Plaintiff Riddle, subject to the Court's approval. The Court finds that the amount of
23 Fifteen Thousand Dollars and Zero Cents (\$15,000.00), comprised of Ten Thousand Dollars and
24 Zero Cents (\$10,000.00) to Plaintiff Chrestensen, and Five Thousand Dollars and Zero Cents
25 (\$5,000.00) to Plaintiff Riddle is reasonable in light of the risks and burdens undertaken by the
26 Plaintiffs in this class action litigation.

27 **Settlement Administration Costs**

12. The Agreement provides for Settlement Administration Costs to be paid in an amount not to exceed \$8,500.00. The Declaration of the Settlement Administrator provides that the actual claims administration expenses were \$8,500.00. The amount of this payment is reasonable in light of the work performed by the Settlement Administrator.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include all employees who are or previously were employed by Defendant in California and who were classified as non-exempt employees ("Class") during the period from June 24, 2017 to September 13, 2022 ("Class Period").

2. Every person in the Class who did not submit a timely and valid Request for Exclusion is a Settlement Class Member. There were zero Requests for Exclusion submitted by the Class Members.

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

4. Class Counsel are awarded attorneys' fees in the amount One Hundred One Thousand One Hundred and Sixty-Four Dollars and Eighty-Two Cents (\$101,164.82) for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Ninety Thousand Dollars and Zero Cents (\$90,000.00) and litigation expenses in the amount of Eleven Thousand One Hundred Sixty-Four Dollars and Eighty-Two Cents (\$11,164.82). Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs, or members of the Class.

5. The payment of the Class Representative Service Awards to the Plaintiffs in the amount of \$15,000.00, comprised of \$10,000.00 to Plaintiff Chrestensen and \$5,000.00 to Plaintiff Riddle is approved.

1 6. The payment of \$8,500.00 to the Settlement Administrator for Settlement
2 Administration Costs is approved.

3 7. The PAGA Settlement of \$10,000.00 is hereby approved as fair, reasonable,
4 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
5 that Plaintiffs and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any
6 fraud or collusion.

7 8. Final Judgment is hereby entered in this action. The Final Judgment shall
8 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
9 of Defendant from all class claims alleged or that could have been alleged based on the factual
10 allegations in the operative complaint in the Action and Plaintiff Chrestensen's PAGA letter, which
11 occurred during the Class Period, and expressly excluding claims for vested benefits, wrongful
12 termination, unemployment insurance, disability, social security, workers' compensation, and class
13 claims outside of the Class Period, and excluding claims for PAGA penalties, which are separately
14 released. To the extent employees are required to "opt-in" to have this release be deemed effective
15 under federal law, the acceptance and negotiation of any settlement check shall be deemed effective
16 for that purpose.

17 9. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
18 California and all PAGA Members, pursuant to the California Labor Code Private Attorneys'
19 General Act ("PAGA") and shall release Defendant from all PAGA claims alleged or that could
20 have been brought based on the factual allegations in the operative complaint in the Action and
21 Plaintiff Chrestensen's PAGA Letter, which occurred during the PAGA Period, and expressly
22 excluding claims for vested benefits, wrongful termination, unemployment insurance, disability,
23 social security, workers' compensation, and PAGA claims outside of the PAGA Period.

24 10. The term "PAGA Members" is hereby defined as all employees who are or
25 previously were employed by Defendant in California and who were classified as non-exempt
26 employees during the PAGA Period. The PAGA Period means the period between April 19, 2020
27 to September 13, 2022.

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1 11. In addition to the release given by each Settlement Class Member, Plaintiffs
2 also generally release Defendant from any and all claims as set forth in the General Release by
3 Plaintiffs in the Agreement.

4 12. The Agreement is not an admission by Defendant, nor is this Final Approval
5 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
6 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
7 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
8 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
9 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
10 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
11 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
12 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
13 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
14 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
15 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
16 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
17 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
18 or issue preclusion or similar defense as to the claims being released by the Settlement.

19 13. Notice of entry of this Final Approval Order and Judgment shall be given to
20 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice
21 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
22 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
23 in the Notice Packet.

24 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
25 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
26 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
27 connection with the distribution of settlement benefits.

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15. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

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/ / /

IT IS SO ORDERED.

DATED: APR 13 2023, 2023

Leaves of the Cassia

Hon. Leonard J. La Casse
Judge, Superior Court for the State of California,
County of Lassen

RECEIVED

MAR 20 2023

Clerk of the Superior Court
County of Lassen

By _____, Deputy Clerk