

MAR - 9 2021

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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SAN JOAQUIN**

Filed by fax

19 ROSA MARIA GARCIA, as an individual and
20 on behalf of all others similarly situated,

21 Plaintiffs,

22 vs.

23 THE PERMANENTE MEDICAL GROUP,
24 INC., a California corporation; and DOES 1
25 through 50, inclusive,

26 Defendants.

Case No.: STK-CV-UOE-2019-0010008

~~[PROPOSED]~~ **ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Jayne Lee

Dept.: 10C

Date: ~~April 6, April 7, April 13,~~ **April 8,** ~~April 13,~~
or ~~April 14,~~ 2021

Time: 9:00 a.m.

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26 THE PERMANENTE MEDICAL GROUP, INC.

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action ("Action"); and

3 WHEREAS, the Named Plaintiffs Rosa Maria Garcia, Jennifer Horton, and Brittany
4 Miller and Defendant The Permanente Medical Group, Inc. (the "Parties") have applied to this
5 Court for an order preliminarily approving the settlement of the class action and Private
6 Attorneys General Act ("PAGA") representative action in accordance with the Stipulation and
7 Settlement of Class, Collective, and Representative Action ("Settlement" or "Settlement
8 Agreement") which, together with the exhibits annexed thereto, set forth the terms and
9 conditions for a proposed consolidation, settlement, and dismissal of the Action upon the terms
10 and conditions set forth therein; and

11 WHEREAS, the Court has read and considered the Plaintiffs' Motion for Preliminary
12 Approval, the Stipulation of Settlement and the exhibits annexed thereto.

13 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

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

17 2. It appears to the Court on a preliminary basis that the terms of the Settlement
18 Agreement are fair, adequate, and reasonable. It appears to the Court that investigation and
19 research have been conducted such that counsel for the Parties are at this time able to reasonably
20 evaluate their respective positions. It further appears to the Court that settlement, at this time,
21 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
22 would be presented by the further prosecution of the Action. It further appears that the
23 Settlement has been reached as the result of intensive, serious, and non-collusive, arm's-length
24 negotiations.

25 3. The Court preliminarily finds that the terms of the Settlement Agreement appear
26 to be within the range of reasonableness of a settlement that could ultimately be given final
27 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
28 granted as part of the Settlement and preliminarily finds that the monetary settlement awards

1 made available to all Class Members are fair, adequate, and reasonable when balanced against
2 the probable outcome of further litigation relating to liability and damages issues.

3 4. The Court hereby conditionally certifies the Class for settlement purposes only.
4 The Class includes all non-exempt persons employed by Defendant in the State of California
5 during the Class Period (December 6, 2015, through December 31, 2020).

6 5. Upon Final Approval of the Settlement, Class Members who have not opted out
7 of the Settlement shall release any and all claims, debts, liabilities, demands, obligations,
8 penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes
9 of action of whatever kind or nature, whether known or unknown, contingent or accrued, under
10 any legal theory under federal and state law for any alleged failure to pay all wages due
11 (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift
12 tolerance, failure to pay for all hours worked (including off-the clock work), failure to provide
13 meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal
14 and rest periods, failure to timely pay wages and final wages, failure to properly calculate the
15 regular rate of pay, donning and doffing, pre or post shift testing or inspections, expense
16 reimbursement claims, reporting time, failure to furnish accurate wage statements including
17 claims derivative and/or related to these claims, liquidated damages, conversion of wages, that
18 the Labor Code Section 514 exemption does not apply to Defendant's employees, pre and post-
19 shift work and record-keeping violations that occurred during the Class Period. This Release
20 shall include all claims and theories arising under the California Labor Code, wage orders, and
21 applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226,
22 226.3, 226.7, 227, 510, 511, 512, 515, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2,
23 1197, 1197.1, 1198, 1198.5, 1199, and 2802 as well as claims under Business and Professions
24 Code section 17200 *et seq.*, and/or Labor Code Section 2698 *et seq.* based on alleged violations
25 of the above Labor Code provisions, as alleged in the lawsuits. The release of claims shall
26 include a Civil Code Section 1542 release as to the Released Claims only. "Released Parties"
27 means Defendant and each of its present and former affiliates and all of their officers, directors,
28 employees, agents, servants, registered representatives, attorneys, insurers, successors, and

1 assigns, and any other persons acting by, through, under or in concert with any of them.

2 6. Named Plaintiffs Rosa Maria Garcia, Jennifer Horton, and Brittany Miller are
3 hereby preliminarily appointed and designated, for all purposes, as the representatives for the
4 Class. Larry W. Lee, Kristen Agnew, Nicholas Rosenthal of Diversity Law Group; William L.
5 Marder of Polaris Law Group; and Kyle R. Nordrehaug and Aparajit Bhowmik of Blumenthal
6 Nordrehaug Bhowmik De Blouw LLP are hereby preliminarily appointed and designated as
7 Class Counsel.

8 7. Class Counsel is authorized to act on behalf of Class Members with respect to all
9 acts or consents required by, or which may be given pursuant to, the Settlement Agreement, and
10 such other acts reasonably necessary to consummate the Settlement Agreement. Any Class
11 Member may enter an appearance through counsel of such individual's own choosing and at such
12 individual's own expense. Any Class Member who does not enter an appearance or appear on his
13 or her own will be represented by Class Counsel.

14 8. The Court hereby preliminarily approves the definition and disposition of the
15 Gross Settlement Fund of \$9,730,000.00, which is inclusive of (1) all individual Settlement
16 Payments to the Participating Class Members ("Net Settlement Amount"); (2) the Class
17 Representative Enhancement Payments of \$10,000.00 for each Named Plaintiff; (3) Class
18 Counsel's fees not to exceed one-third of the Class Settlement Amount, or \$3,243,333.33 plus
19 actual litigation costs not to exceed \$30,000.00; (4) all Settlement Administration Costs not to
20 exceed \$185,500.00; (5) the PAGA Payment of \$100,000.00, of which \$75,000.00 will be paid
21 to the California Labor and Workforce Development Agency and the remainder will be allocated
22 to the Net Settlement Amount paid to the Participating Class Members and categorized as
23 penalties. Any remaining unclaimed funds will be distributed, in accordance with California
24 Code of Civil Procedure section 384, to California Rural Legal Assistance.

25 9. A hearing ("Final Settlement Hearing") shall be held before this Court on
26 8-24-21 @ 9:00am at the California Superior Court for the County of San Joaquin, located at 180 E.
27 Weber Avenue, Stockton, California 95202, to determine all necessary matters concerning the
28 Settlement, including: whether the proposed settlement of the Action on the terms and conditions

1 provided for in the Settlement Agreement is fair, adequate, and reasonable and should be finally
2 approved by the Court; whether a Final Judgment, as provided in the Settlement Agreement,
3 should be entered herein; whether the plan of allocation contained in the Settlement Agreement
4 should be approved as fair, adequate and reasonable to the Class Members; and to finally
5 approve Class Counsel's fee and expense Award, the Class Representatives' Enhancement
6 Payments, and Settlement Administration Costs.

7 10. The Court hereby approves, as to form and content, the Notice of Class Action
8 Settlement ("Notice Packet") to be distributed to Class Members and attached as Exhibit 1 to the
9 Settlement Agreement. The Court finds that distribution of the Notice substantially in the manner
10 and form set forth in the Settlement Agreement and this Order meets the requirements of due
11 process, is the best notice practicable under the circumstances, and shall constitute due and
12 sufficient notice to all persons entitled thereto.

13 11. The Court hereby appoints Phoenix Settlement Administrators as Settlement
14 Administrator and hereby directs the Settlement Administrator to provide the approved Notice
15 Packet to Class Members and administer the Settlement in accordance with the procedures set
16 forth in the Settlement Agreement.

17 12. Any Class Member may choose to be excluded from the Class as provided in the
18 Notice by submitting a written statement requesting exclusion from the Class within thirty (30)
19 calendar days of the mailing of the Notice Packet. Said request for exclusion will be deemed
20 valid if the request: (1) contains the class member's full name and a statement that he or she does
21 not wish to participate in the settlement; and (2) is returned to the Settlement Administrator via
22 U.S. mail or facsimile on or before the Response Deadline. Any such person who chooses to be
23 excluded from the Class will not be entitled to any recovery under the Settlement and will not be
24 bound by the Settlement or have any right to object, appeal or comment thereon. Class Members
25 who have not requested exclusion shall be bound by all determinations of this Court, by the
26 Settlement Agreement and by the Final Judgment.

27 13. Any Class Member who has not excluded him or herself from the Settlement may
28 appear at the final approval hearing and may object to or express his or her views regarding the

1 Settlement and may present evidence and file briefs or other papers that may be proper and
2 relevant to the issues to be heard and determined by the Court as provided in the Notice and in
3 accordance with the provisions of the Settlement. Any Class Member who does not make his or
4 her objection in the manner provided for in this Order shall be deemed to have waived such
5 objection.

6 14. All papers in support of the Settlement shall be filed with the Court and served on
7 the Parties' Counsel no later than five (5) court days before the final approval hearing. To the
8 extent permitted by law, pending final determination as to whether the settlement contained in
9 the Stipulation should be approved, the Class Members whether directly, representatively, or in
10 any other capacity, whether or not such persons have appeared in the Action, shall not institute or
11 prosecute any claim released in the Settlement Agreement against the Released Parties.

12 15. The Settlement is not a concession or admission and shall not be used against
13 Defendant or any of the Released Parties as an admission or indication with respect to any claim
14 of any fault or omission by Defendant or any of the Released Parties. Whether or not the
15 Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding,
16 or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

17 a. Construed as, offered or admitted in evidence as, received as or deemed to
18 be evidence for any purpose adverse to the Released Parties, including, but not limited to,
19 evidence of a presumption, concession, indication or admission by Defendants or any of the
20 Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or

21 b. Disclosed, referred to, or offered or received in evidence against any of the
22 Released Parties in any further proceeding in the Actions, or in any other civil, criminal or
23 administrative action or proceeding, except for purposes of enforcing the settlement pursuant to
24 the Stipulation.

25 16. As of the date this Order is signed, all dates and deadlines associated with the
26 Actions shall be stayed, other than those pertaining to the administration of the Settlement of the
27 Actions.

28 17. In the event the Settlement does not become effective in accordance with the

1 terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated,
2 canceled or fails to become effective for any reason, this Order shall be rendered null and void
3 and shall be vacated, and the Parties shall revert to their respective positions as of before entering
4 into the Stipulation.

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

9
10 Dated: _____

4/8/21



HON. JAYNE LEE
JUDGE OF THE SUPERIOR COURT