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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
SUPERIOR COURT OF SAN JOAQUIN

JESSICA LAMBERT, on behalf of herself and  
others similarly situated,

Case No.: STK-CV-UOE-2021-7806

Plaintiff,

~~[PROPOSED]~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
AND REPRESENTATIVE ACTION  
SETTLEMENT

v.

VENTURA MEDSTAFF LLC, and DOES 1-  
20, inclusive

10/19/22  
9:00 am,  
10C

Defendants.

Assigned for All Purposes to the Honorable  
Judge Jayne Lee; Division 10C

BY FAX

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On 10/19/22, a hearing was held on Jessica Lambert's ("Plaintiff") Unopposed Motion for Preliminary Approval of the Class and Representative Action Settlement. Shakouri Law Firm appeared for Plaintiff and St. John, Wallace, Brennan & Folan LLP appeared for Defendant Ventura MedStaff LLC ("Defendant").

The Court having read and considered the papers on the motion, the arguments of counsel, and the law, and good cause appearing therefore,

**IT IS ORDERED:**

1. This Order incorporates the defined terms in the Class Action Settlement Agreement (the "Agreement" or "Settlement"). Unless otherwise specified, all capitalized terms in this Order shall have the same meaning given to those terms in the Agreement.

2. The Class is defined as all of Defendant Ventura MedStaff LLC's non-exempt employees who were assigned to work at any facility inside California from August 18, 2017 to September 25, 2022 (the "Class Period"). Pursuant to the Agreement, the Class is conditionally certified for settlement purposes only.

3. "PAGA Members" is defined as all of Defendant Genie Healthcare, Inc.'s non-exempt employees who were assigned to work at any facility inside California from August 23, 2020 to September 25, 2022 ("PAGA Period"). Pursuant to the Agreement, the Class is conditionally certified for settlement purposes only.

4. The Parties' Agreement is granted preliminary approval as it meets the criteria for preliminary settlement approval. The Settlement falls within the range of possible approval as fair, adequate and reasonable, and appears to be the product of arm's-length and informed negotiations and to treat all Class Members fairly. Continued litigation would have been expensive for both sides. The Parties acknowledge that litigating and trying this action may have resulted in delay of any recovery, involved significant risk as to liability and certification, and led to possible appeals. Class Counsel received the relevant information for the Class. Plaintiff has adequately demonstrated that the Settlement did not occur until Plaintiff and Class Counsel possessed sufficient information to evaluate the case and make an informed decision about settlement.

1           5. The Court conditionally certifies and approves, FOR SETTLEMENT PURPOSES  
2 ONLY, and without prejudice to any Party's rights to support or oppose class certification should  
3 the Settlement not receive final approval by this Court, the Class described in this Order, the  
4 Motion for Preliminary Approval, and the Settlement Agreement.

5           6. The Parties' proposed notice plan is legally sound and meets the requirements of due  
6 process because individual notices will be mailed to all Class Members whose identities are  
7 known to the Parties, and such notice is the best notice practicable. The Parties' proposed Notice  
8 of Proposed Class Action Settlement ("Class Notice") attached to the Agreement as Exhibit A,  
9 sufficiently informs Class Members of the terms of the Settlement, their rights under the  
10 Settlement, their right to object to the Settlement, their right to receive a Settlement Share or elect  
11 not to participate in the Settlement, the processes for doing so, and the date and location of the  
12 Final Approval Hearing. The Class Notice also provides notice that PAGA Members will receive  
13 payment from the Net PAGA Amount and will be bound by and release all Released PAGA  
14 Claims, irrespective of whether they opt out of the Settlement. Thus, the Court approves the Class  
15 Notice because it provides adequate notice to Class Members.

16           7. Any Class Member who does not submit a valid request for exclusion will receive a  
17 Settlement Share based upon the allocation formula set forth in the Agreement. Class Members  
18 who wish to exclude themselves from the Settlement must mail a signed Election Not to  
19 Participate in Settlement to the Settlement Administrator not later than 60 days after the  
20 Settlement Administrator mails the Class Notice to them. PAGA Members will receive payment  
21 from the Net PAGA Amount and will be bound by and release all Released PAGA Claims,  
22 irrespective of whether they opt out of the Settlement.

23           8. Any Class Member who has not opted out and believes that the Settlement should  
24 not be finally approved by the Court for any reason may object to the Settlement. Class Members'  
25 objections to the Settlement Administrator must in writing and must be mailed not later than 60  
26 days after the Settlement Administrator mails the Class Notice to them. Class Members may also  
27 appear in person or through an attorney, if they so desire, at the Final Approval Hearing to make  
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1 their objection orally.

2 9. Class Counsel must file their application for Attorneys' Fees and Attorneys'  
3 Expenses concurrently with their motion for final approval of the Settlement.

4 10. Phoenix Settlement Administrators is appointed to act as the Settlement  
5 Administrator, pursuant to the terms set forth in the Settlement.

6 11. Shakouri Law Firm is approved as Class Counsel.

7 12. Plaintiff is approved as Class Representative.

8 13. Defendant is directed to provide the Settlement Administrator with the Class  
9 Members' Class Data as specified by the Agreement no later than 15 days after the date of entry  
10 of this Order.

11 14. The Class Notice attached as Exhibit A to the Agreement is approved as to form and  
12 content. The Settlement Administrator is directed to mail the approved Class Notice by first-class  
13 mail to the Class Members at their last known address no later than 10 days after receipt of the  
14 Class Data.

15 15. A Final Approval Hearing will be held on 3/1/23, at 9:00AM in  
16 Department \_\_\_\_, to determine whether the Settlement should be granted final approval as fair,  
17 reasonable, and whether there was adequate notice to the Class Members. The Court will hear all  
18 evidence and argument necessary to evaluate the Settlement and will consider the request for  
19 approval of Attorneys' Fees, Attorneys' Expenses, and Service Award. Participating Class  
20 Members and their counsel may support or oppose the Settlement and the Motion for an Award of  
21 Attorneys' Fees, Attorneys' Costs, and Service Award, if they so desire, as set forth in the Class  
22 Notice.

23 16. Any Participating Class Member may appear at the Final Approval Hearing in  
24 person or by his or her own attorney and show cause why the Court should not approve the  
25 Settlement, or object to the Motion for an Award of Attorneys' Fees, Attorneys' Costs, and  
26 Service Award.

27 17. The Court reserves the right to continue the date of the Final Approval Hearing  
28 without further notice to Class Members. The Court retains jurisdiction to consider all further

1 applications arising out of or in connection with the Settlement.

2 18. All further proceedings in this action will be stayed except such proceedings  
3 necessary to review, approve, and implement this Settlement.

4 19. In the event: (i) the Court does not finally approve the Settlement in a manner  
5 contemplated by the Agreement; (ii) the Court does not enter a Final Approval Order and  
6 Judgment, as contemplated by the Settlement, which becomes final as a result of the occurrence  
7 of the Effective Date (as that term is defined by the Settlement) or (iii) the Settlement does not  
8 become final for any other reason, the Settlement and any related Class shall be null and void and  
9 any order or judgment entered by this Court in furtherance of the Settlement shall be deemed as  
10 void from the beginning. In such a case, the Parties and any funds to be awarded under this  
11 Settlement shall be returned to their respective statuses as of the date and time immediately prior  
12 to the execution of the Settlement, and the Parties shall proceed in all respects as if no Class had  
13 been certified and the Settlement Agreement had not been executed.

14 20. Neither the Settlement, preliminary approved or not, nor any exhibit, document, or  
15 instrument delivered hereunder, nor any statement, transaction or proceeding in connection with  
16 the negotiation, execution or implementation of the Settlement, shall be admissible in evidence  
17 for any reason, except as provided in the Settlement or to enforce the releases contained therein.  
18 The Court has made no findings on the merits and Defendant has denied the allegations in the  
19 operative complaint.

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21 DATED: 10/19/22

  
THE HON. JAYNE C. LEE  
SUPERIOR COURT JUDGE

**Jayne C. Lee**

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