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18 **SUPERIOR COURT OF CALIFORNIA**
19 **COUNTY OF RIVERSIDE**

20 CHASMINE SHAW, individually, and on behalf
21 of a Class of all other persons similarly situated,

22 Plaintiff,

23 v.

24 KAISER FOUNDATION HEALTH PLAN,
25 INC. a California corporation; and DOES 1
26 through 100, inclusive,

27 Defendant.

Case No.: **CVRI2102203**

CLASS ACTION AND PAGA
REPRESENTATIVE ACTION

Assigned for all purposes to:
Hon. Harold Hopp
Dept. 1

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

Date: August 30, 2023

Time: 8:30 a.m.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 31 2023

E. Escobedo

1 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement came
2 before this Court on August 30, 2023. The Court, having considered the proposed Class and
3 Representative Action Settlement ("Settlement Agreement" or "Settlement"), Plaintiff's Motion for
4 Preliminary Approval, and all papers filed in support, **HEREBY ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1) the
6 Settlement is fair, adequate and reasonable to the Class when balanced against the possible risks of
7 further litigation, including issues relating to class certification, liability, calculating damages, and
8 potential appeals; (2) significant investigation, research, and litigation have been conducted, such that
9 the Parties are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the
10 substantial cost, delay and risk presented by further litigation of the action; and (4) the Settlement was
11 reached after serious, informed, and non-collusive negotiations, which were conducted at arms'-length
12 by experienced counsel with the assistance of a reputable mediator.

13 2. The Court conditionally certifies and approves, for settlement purposes only, the following Class
14 as set forth in the Settlement Agreement:

15 All non-exempt persons who were employed by Defendant in the State of California and who
16 held the position of Customer Service Representative I, II, or III, Kaiser job code numbers
17 21121, 21122, 21123, or 24762 at any time between May 12, 2017 and the date of Preliminary
Approval (the "Class Period.")

18 3. This class includes all Class Members other than those who exclude themselves by timely
19 submitting a valid Request for Exclusion in accordance with the requirements set forth in the Notice and
20 Settlement Agreement.

21 4. For the purposes of this Settlement, David Markham, Maggie Realin and Lisa Brevard of The
22 Markham Law Firm and Richard E. Quintilone of Quintilone & Associates are hereby preliminarily
23 appointed as Class Counsel and shall represent the Class Members in this Class Action. Any Class
24 Member may enter an appearance in the Class Action, at their own expense, either individually or
25 through counsel of their own choice. However, if they do not enter an appearance, they will be
26 represented by Class Counsel.

27 5. For the purposes of this Settlement, Plaintiff Chasmine Shaw is hereby preliminarily appointed
28 as the Class Representative.

1 6. The Court confirms ILYM, Inc. as the Settlement Administrator and preliminarily approves
2 that Settlement administrative costs shall be paid in accordance with the Settlement Agreement and
3 deducted from the Gross Settlement Amount. To the extent the actual costs of administration of the
4 Settlement are less than the amount anticipated by the Settlement Agreement, the remainder shall
5 become part of the Net Settlement Amount. The cost of administration includes all tasks required of
6 the Settlement Administrator by this Agreement, including the issuance of the Notice to Class
7 Members. ILYM, Inc. is directed to perform all other responsibilities set forth for the Settlement
8 Administrator as set forth in the Settlement Agreement.

9 7. A Final Approval Hearing shall be held on January 10, 2024, at 8:30 a.m. before the Honorable
10 Harold Hopp in Department 1 of the Superior Court for the County of Riverside. The purpose of
11 such Hearing will be to: (a) determine whether the proposed Settlement should be finally approved by
12 the Court as fair, reasonable and adequate and in the best interests of the Class Members; (b)
13 determine the reasonableness of Class Counsel's request for attorneys' fees and costs; (c) determine
14 the reasonableness of the Service Enhancement Payment requested for the Class Representative; and
15 (d) order entry of Judgment in the Class Action, which shall constitute a complete Release and bar
16 with respect to the Released Claims described in Section I(Z) of the Settlement Agreement.

17 8. The Court hereby approves, as to form and content, the Notice, Exclusion Form and
18 Objection Form attached as **Exhibits A-C**, incorporated by reference herein. The Court finds the
19 dates and procedure for mailing and distributing the Notice, Exclusion Form and Objection Form to
20 Class Members in the manner set forth in the Settlement Agreement meets the requirements of due
21 process and is the best notice practicable under the circumstances and shall constitute due and
22 sufficient notice to all persons entitled thereto.

23 9. The Court directs the mailing of the Court approved Notice, Exclusion Form and Objection
24 Form via U.S. First Class mail to Class Members in accordance with the schedule and procedures set
25 forth in the Settlement.

- 26 a. Within twenty-one (21) calendar days of the entry of this Order, Defendant will
27 provide the Settlement Administrator the Class Data in an electronic format showing:
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- 1 i. the full name, last known address, telephone number, and Social Security
2 Number of each Class Member; and
- 3 ii. the information necessary to determine the estimated settlement allocation to
4 each Settlement Class Member, including without limitation, the dates of
5 employment (i.e., hire date and termination date, if applicable) of each
6 Settlement Class Member, the total number of workweeks worked by each
7 Settlement Class Member and the pay periods worked by each PAGA
8 Employee within the relevant time period.
- 9 b. The Settlement Administrator shall mail to Class Members' last known address the
10 Notice, Exclusion Form and Objection Form within fourteen (14) calendar days after
11 the Settlement Administrator receives the Class Data from Defendant. If a mailing is
12 returned as undeliverable to a Class Member, then the Settlement Administrator will
13 use reasonable efforts, as set forth in the Settlement, to obtain a valid current address
14 for that Class Member, and shall send, by first-class mail, a second copy of the mailing
15 to the Class Member.
- 16 10. Class Members may request exclusion from the Class by submitting a Request for Exclusion
17 on the form provided (Exhibit B). In order to be valid, the Request for Exclusion must be signed and
18 postmarked to the Settlement Administrator no later than forty-five (45) days after the date the Notice
19 was first mailed. If a Class Member submits a Request for Exclusion that fails to include all required
20 information or that cannot be verified by the Settlement Administrator as being an authentic
21 submission by the Class Member, it will be considered invalid, and the Settlement Administrator shall
22 mail notification of the deficiency to the Class Member within three (3) business days of receipt. The
23 Class Member shall have until the Notice Response Deadline or fifteen (15) days from the date of the
24 mailing of notification of the deficiency (whichever is later), to cure any deficiencies. Any Class
25 Member who submits a valid and timely Request for Exclusion will not be entitled to any recovery
26 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or
27 comment thereon (aside from any recovery allocated to PAGA penalties under the Settlement and the
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1 release of claims under PAGA). Class Members who fail to submit valid and timely Request for
2 Exclusion shall be bound by all terms of the Settlement and any Final Judgment.

3 11. Class Members who do not submit a Request for Exclusion may object to the Settlement and
4 appear at the Final Approval Hearing to show cause why the proposed Settlement should not be
5 approved, Judgment in the Class Action should not be entered, and to present any opposition to the
6 application of Class Counsel for attorneys' fees, costs and expenses, or the Class Representative's
7 Service Enhancement Payment. In order to object to the proposed Settlement in writing, the Class
8 Member must submit an objection to the Settlement Administrator, using the form attached as Exhibit
9 C to this Order, stating the basis for the objection, no later than forty-five (45) days after the date the
10 Class Notice was first mailed. The objecting party may also appear personally or through counsel at
11 the Final Approval Hearing, whether or not the objecting party had submitted a written objection, but
12 no appearance is required for an objection to be considered by the Court. Any Class Member who
13 does not make his or her objection in the manner provided for herein shall be deemed to have waived
14 such objection and shall forever be foreclosed from making any objection to the fairness or adequacy
15 of the proposed Settlement Agreement or to the award of attorneys' fees and costs and expenses to
16 Class Counsel and/or the Service Enhancement Payment to the Class Representative unless otherwise
17 ordered by the Court. The administrator will verify the final number of opt-outs and/or objections in
18 a declaration to be filed with the Court concurrently with the final approval motion. Plaintiff and/or
19 Defendant may file responses to any properly filed objections at least five (5) court days before the
20 date of the Final Approval Hearing. The administrator will give notice to any objecting party of any
21 continuance of the Final Approval Hearing.

22 12. The Court hereby preliminarily approves the definition and disposition of the Class Settlement
23 Amount as that term is defined in the Settlement Agreement. The Court preliminarily approves the
24 distribution of Class Settlement Amount, all subject to the Court's Final Approval of the Settlement at
25 the Final Approval Hearing. Assuming the Settlement receives Final Approval, Defendant shall be
26 required to pay only the Class Settlement Amount in the total amount of Nine Hundred Seventy-Five
27 Thousand Dollars (\$975,000.00), plus employer payroll taxes separate and in addition to the Class
28 Settlement Amount.

1 13. Upon entry of Judgment by the Court in accordance with the Settlement Agreement, the Class
2 Members shall fully and finally Release and discharge the Released Parties from the claims released in
3 the Settlement, as provided in Settlement Agreement.

4 14. The following dates shall govern for the purpose of this Settlement.

Schedule for Execution of Settlement	
No later than twenty-one (21) calendar days after the entry of this Order [by September 21, 2023]	Last day for Defendants to provide Class Data to Settlement Administrator.
No more than fourteen (14) calendar days after Settlement Administrator receives Class Data [by October 5, 2023]	Last day for Settlement Administrator to mail Notice to Class Members.
No more than forty-five (45) calendar days after mailing of Notice [on or before November 20, 2023, unless extended by re-mailing]	Last day to object to or opt out of the Settlement.
No later than sixteen (16) court days before the Final Approval Hearing [by December 15, 2023]	Last day to file papers in support of the Settlement and any application for reimbursement of attorneys' fees and expenses, Class Representative's Service Enhancement Payment, including any expenses associated with or incurred by the Settlement Administrator.
No later than five (5) court days before the Final Approval Hearing [by January 3, 2024].	Last day for Plaintiff's counsel and/or Defendant's counsel to file a response to any properly filed objection to the Settlement by a Class Member.
January 10, 2024 at 8:30 a.m.	Final Approval Hearing.

15. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

16. In the event: (i) the Court does not finally approve the Settlement as contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence of the Effective Date (as that term is defined by in the Settlement); (iii) Plaintiff or Defendant elect to void the Settlement as provided under the terms of the Settlement Agreement; or (iv) the Settlement does not become final for any other

1 reason, the Settlement and related Class shall be null and void and any order or judgment entered by this
2 Court in furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the
3 Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses
4 as of the date and time immediately prior to the execution of the Settlement, and the Parties shall proceed
5 in all respects as if the Settlement Agreement had not been executed.

6 17. If, for any reason, the Settlement Agreement is not finally approved or does not become effective,
7 this Order Granting Preliminary Approval shall be deemed vacated and shall have no force or effect
8 whatsoever, and the Action shall proceed as if no settlement had been attempted.

9 **IT IS SO ORDERED.**

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11 Dated: 8/29/23

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13 Honorable Harold Hopp
14 Judge of the Superior Court
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