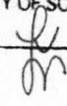


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DEC 04 2024

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SONOMA

BY  DEPUTY CLERK

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA**

DORIS VANESSA JACOBY, an individual,
on behalf of herself, and on behalf of all
persons similarly situated,

Plaintiff,

vs.

NORCAL HEALTHCONNECT, LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: SCV-271141

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: December 4, 2024
Hearing Time: 3:00 p.m.

Judge: Hon. Bradford DeMeo
Dept: 17

Date Filed: July 8, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Doris Vanessa Jacoby ("Plaintiff") for an order finally
2 approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant
3 NorCal HealthConnect, LLC ("Defendant"), attorneys' fees and costs, service payment, and the
4 expenses of the Administrator duly came on for hearing on December 4, 2024 before the
5 Honorable Bradford DeMeo.

6 **I.**

7 **FINDINGS**

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

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Sonoma, and over all
13 Parties to this litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Dollars
16 (\$1,000,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

17 4. The Court further finds that the Settlement was the result of arm's length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, and the assistance of an experienced mediator in the settlement process, among other
21 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

23 5. On August 21, 2024, the Court granted preliminary approval of the Settlement. At
24 this same time, the Court approved conditional certification of the Class for settlement purposes
25 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about September 20, 2024. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was November 19, 2024, which for re-mailings was extended by fourteen (14) days.
15 There was an adequate interval between notice and the deadline to permit Class Members to
16 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
17 Class Members to participate in this hearing, and all Class Members and other persons wishing to
18 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiff and Class Counsel's investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Class Counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. No
6 objections were received. One (1) request for exclusion was received.

7 e. The participation rate was high. 1,226 Participating Class Members will be
8 mailed a settlement payment, representing 99.9% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members' claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$333,333 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$40,000 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
21 and billing statement.

22 **Class Representative Service Payment**

23 12. The Agreement provides for a Class Representative Service Payment of not more
24 than \$20,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
25 Representative Service Payment in the amount of \$20,000 to the Plaintiff is reasonable in light of
26 the risks and burdens undertaken by the Plaintiff in this litigation and for her time and effort in
27 bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$15,350 in fees and expenses, and this amount is reasonable in
7 light of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
10 of \$40,000, which shall be allocated \$30,000 to the Labor & Workforce Development Agency
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$10,000 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
16 Periods. "Aggrieved Employees" are all individuals who were employed by Defendant in
17 California and classified as a non-exempt employee at any time during the PAGA Period (June 9,
18 2021 through October 15, 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the
19 LWDA was provided notice of the Agreement and these settlement terms and has not indicated
20 any objection thereto. The Court finds the PAGA Penalties to be reasonable.

21 **II.**

22 **ORDERS**

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

24 1. The Class is certified for the purposes of settlement only. The Class consists of
25 both the Wage and Hour Class and the Background Check Class, which are defined as follows:

26 The **Wage and Hour Class** is defined as: all individuals who were employed by
27 Defendant in California and classified as a non-exempt employee at any time
28 during the Class Period (July 8, 2018 through October 15, 2023).

1 The **Background Check Class** is defined as: all individuals who executed
2 Defendant's background check disclosure form at any time during the Background
Check Class Period (July 8, 2020 through October 15, 2023).

3 2. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion ("opt out") from the Class. The one
5 individual who requested exclusion was Hang Thi Thu Le.

6 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class.

8 4. Class Counsel are awarded attorneys' fees in the amount of \$333,333 and costs in
9 the amount of \$40,000. Class Counsel shall not seek or obtain any other compensation or
10 reimbursement from Defendant, Plaintiff or members of the Class.

11 5. The payment of Class Representative Service Payment in the amount of \$20,000 to
12 the Plaintiff is approved.

13 6. The payment of \$15,350 to the Administrator for its fees and expenses is approved.

14 7. The PAGA Penalties of \$40,000 is approved and is to be distributed in accordance
15 with the Agreement.

16 8. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
17 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
18 entry.

19 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
20 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
21 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
22 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
23 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
24 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
25 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
26 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
27 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
28

1 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
2 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
3 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
4 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
5 Claims and/or Released PAGA Claims.

6 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
8 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
9 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
10 to individual Class Members.

11 11. If the Agreement does not become final and effective in accordance with the terms
12 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
13 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
14 revert to their respective positions as of before entering into the Agreement, and expressly reserve
15 their respective rights regarding the prosecution and defense of this Action, including all available
16 defenses and affirmative defenses, and arguments that any claim in the Action could not be
17 certified as a class action and/or managed as a representative action.

18 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

19 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
20 Plaintiff, and all members of the Class, shall take nothing in the Action.

21 2. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of
24 settlement benefits.

25 3. All Parties shall bear their own attorneys' fees and costs, except as otherwise
26 provided in the Agreement and in this Final Approval Order and Judgment.

27
28

1 4. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
4 release claims against all Released Parties as follows:

5 (a) All Participating Class Members, on behalf of themselves and their
6 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
7 and assigns, release Released Parties as follows: (i) **Release by Wage and Hour Class Members.**
8 All Participating Wage and Hour Class Members, on behalf of themselves and their respective
9 former and present representatives, agents, attorneys, heirs, administrators, successors, and
10 assigns, release Released Parties from the Released Wage and Hour Class Claims. The "Released
11 Wage and Hour Class Claims" are all claims that were alleged, or reasonably could have been
12 alleged, based on facts stated in the Operative Complaint that occurred during the Class Period,
13 including failure to pay minimum wages, straight time compensation, overtime compensation,
14 double-time compensation, and interest thereon; failure to timely pay regular and final wages; the
15 calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-
16 compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to
17 provide meal periods; failure to authorize and permit rest periods; the calculation and payment of
18 meal period and rest period premiums; payment for all hours worked, including off-the-clock work
19 and uncompensated work time; wage statements and paystubs, including wage statements and
20 paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay
21 wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to
22 reimburse for all necessary business expenses; unfair business practices; recordkeeping penalties,
23 wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties
24 and civil penalties; interest for claims for unpaid wages; and attorneys' fees and costs; claims
25 under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5,
26 218.6, 223, 224, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1194.3, 1197,
27 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission;

1 California Business and Professions Code section 17200, *et seq.* Except as expressly set forth in
2 this Agreement, Participating Class Members do not release any other claims, or any claims not
3 permitted by law, including claims for vested benefits, wrongful termination, violation of the Fair
4 Employment and Housing Act, unemployment insurance, disability, social security, workers'
5 compensation, or Class claims based on facts occurring outside the Class Period. (ii) **Release by**
6 **Background Check Class Members.** All Participating Background Check Class Members, on
7 behalf of themselves and their respective former and present representatives, agents, attorneys,
8 heirs, administrators, successors, and assigns, release Released Parties from the Released
9 Background Check Class Claims. The "Released Background Check Class Claims" are all claims
10 that were alleged, or reasonably could have been alleged that occurred during the Background
11 Check Class Period, based on the background check facts asserted in the Operative Complaint.
12 The Released Background Check Class Claims include all claims for unlawful background check
13 disclosures, and unlawful background check authorizations; all claims related to the Released
14 Background Check Class Claims arising under violation of the Fair Credit Reporting Act, 15
15 U.S.C. § 1681, *et seq.*, the Investigative Consumer Reporting Agencies Act, California Code of
16 Civil Procedure §§ 1786, *et seq.*, and the Consumer Credit Reporting Agencies Act, California
17 Code of Civil Procedure §§ 1785, *et seq.* This release excludes the release of claims not permitted
18 by law. The Released Background Check Class Claims are limited to the Background Check Class
19 Period.

20 (b) All Aggrieved Employees, including those who timely and effectively
21 exclude themselves from the Release Class Claims, and the LWDA are deemed to release, on
22 behalf of themselves and their respective former and present representatives, agents, attorneys,
23 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
24 Claims. The "Released PAGA Claims" are all claims for PAGA penalties that occurred during the
25 PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated
26 in the Operative Complaint and the PAGA Notice, including claims for unpaid wages, including
27 failure to pay minimum wages, straight time compensation, overtime compensation, double-time
28

1 compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed,
2 short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods;
3 failure to authorize and permit rest periods; the calculation and payment of meal period and rest
4 period premiums; failure to reimburse for all necessary business expenses; payment for all hours
5 worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate
6 records; failure to pay sick pay; failure to pay sick pay at the regular rate; failure to pay vacation
7 pay; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure
8 to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage
9 Orders of the California Industrial Welfare Commission and the following California Labor Code
10 sections: 201, 202, 203, 204, 206, 210, 218, 221, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1194,
11 1197, 1197.1, 1198, 2802, 2698, *et seq.*, and 2699, *et seq.*). Aggrieved Employees' Released
12 PAGA Claims are limited to the PAGA Period. The Released PAGA Claims do not include other
13 PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
14 unemployment insurance, disability and worker's compensation, and PAGA claims outside of the
15 PAGA Period.

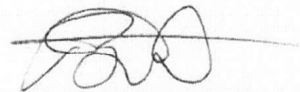
16 (c) Plaintiff and her respective former and present spouses, representatives,
17 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
18 Released Parties from all claims, known and unknown, under federal, state and/or local law,
19 statute, ordinance, regulation, common law, or other source of law, including but not limited to
20 claims arising from or related to her employment with Defendant and her compensation while an
21 employee of Defendant that occurred during the Class Period ("Plaintiff's Release") as fully set
22 forth in the Agreement.

23 5. For any Class Member or Aggrieved Employee whose Individual Class Payment
24 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
25 Administrator shall transmit the funds represented by such checks to the California Controller's
26 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
27 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
28

1 6. The Court hereby enters judgment in the entire Action as of the filing date of this
2 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
3 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
4 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
5 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

7
8 Dated: 12/4/2024



HON. BRADFORD DEMEO
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

PROOF OF SERVICE BY MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 3055 Cleveland Ave, Santa Rosa, California, 95403; that I am not a party to this case; that I am over the age of 18; that I am readily familiar with this office's practice for collection and processing of correspondence for mailing with the United States Postal Service; and that on the date shown below I placed a true copy of ***Final Approval Order and Judgment*** in an envelope, sealed and addressed as shown below, for collection and mailing at Santa Rosa, California, first class, postage fully prepaid, following ordinary business practices.

Date: December 04, 2024

Robert Oliver
Clerk of the Court

By: *Elizabeth Maldonado*
Elizabeth Maldonado, Deputy Clerk

-ADDRESSEES-

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