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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

RILEY J. SMALL, individually, and SHARESE  
CASEY, individually, and on behalf of all others  
similarly situated,

*Plaintiffs,*

vs.

RIDGECREST REGIONAL HOSPITAL, a  
California corporation; and DOES 1 through 10,  
inclusive,

*Defendants.*

**FILED**  
SUPERIOR COURT OF CA, COUNTY OF KERN

**FEB 24 2025**

BY  **DEPUTY**

Case No.: BCV-23-102418

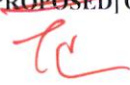
[Assigned for All Purposes to Hon. Thomas S.  
Clark, Dept. 17]

CLASS ACTION

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: February 24, 2025  
Time: 8:30 a.m.  
Courtroom: Dept. 17

Action Filed: July 26, 2023  
Trial Date: Not Set



1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs Riley J. Small and Sharese Casey filed a Motion for Preliminary Approval of Class and  
3 Representative Action Settlement of this action on the terms set forth in the Class Action and PAGA  
4 Settlement Agreement and Class Notice (the "Agreement" or "Settlement"). (*See* Declaration of H. Scott  
5 Leviant in Support of Plaintiffs Small and Casey's Motion for Preliminary Approval of Class and  
6 Representative Action Settlement ["Leviant Decl."], at Exh. 1.)

7 After reviewing the Agreement, the Class Notice, and the entire record of this action, having  
8 heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders as  
9 follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings  
11 set forth therein.

12 2. The Court finds that the Settlement has been reached as a result of intensive, serious and  
13 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted  
14 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate  
15 their respective positions. The Court also finds that settlement at this time will avoid additional  
16 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution  
17 of the Action. The Court finds that the risks of further prosecution are substantial.

18 3. Under the terms of the Settlement, the proposed monetary terms are as follows:

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount ("GSA")	\$2,780,000.00 (employer-side taxes separate)
Settlement Administration (not to exceed)	\$40,000.00
Requested Attorney's Fees (35% of GSA)	\$973,000.00
Requested Costs (not to exceed)	\$40,000.00
PAGA Penalty Allocation	\$200,000.00
Requested Class Representative Service Payments (Total for both Class Representatives)	\$20,000.00
Estimated Net Settlement Amount	\$1,507,000.00



1 The Court is not approving any proposed deductions or awards out of the GSA at this time.

2 4. The Parties' Settlement is granted preliminary approval as it meets the criteria for  
3 preliminary settlement approval. In granting preliminary approval of the class action settlement the  
4 Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as  
5 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV*  
6 *Cases*, 135 Cal. App. 4th 706 (2006). The Court preliminarily finds that the terms of the proposed class  
7 action Settlement are fair, reasonable, and adequate, pursuant to Code of Civil Procedure § 382. The  
8 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only  
9 to any objections that may be raised at the Final Approval Hearing.

10 5. The Class meets the requirements for conditional certification for settlement purposes  
11 only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members  
12 of the proposed settlement Class of the terms of the proposed settlement.

13 6. The Parties' proposed notice plan is constitutionally sound because individual notices  
14 will be mailed to all Class Members whose identities are known to the Parties, and such notice is the  
15 best notice practicable. The Parties' proposed Class Notice, attached to the Settlement as Exhibit A, is  
16 sufficient to inform Class Members of the terms of the Settlement, their rights under the Settlement,  
17 their rights to object to the Settlement, their right to receive a payment under the Settlement or elect not  
18 to participate in the Settlement, and the processes for doing so, and the date and location of the Final  
19 Approval Hearing and are therefore approved.

20 7. The following persons are certified as Class Members solely for the purpose of entering  
21 a Settlement in this matter:

22 All non-exempt, hourly employees who, during the Class Period, worked for or were  
23 deployed to work for Defendant in California (the "Class Period" is the period from  
24 August 20, 2020 to October 9, 2024). "Participating Class Member" means a Class  
Member who does not submit a valid and timely Request for Exclusion from the Class  
portion of the Settlement.

25 (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34)

26 8. Plaintiffs Riley J. Small and Sharese Casey are appointed as the Class Representatives.

27 9. The Court finds that counsel for Plaintiffs Small and Casey are adequate, as they are  
28 experienced in wage and hour class action litigation and have no conflicts of interest with absent Class

Members, and that they adequately represented the interests of absent class members in the Action. Kane Moon, H. Scott Leviant, and Mariam Ghazaryan, of Moon Law Group, PC, and Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez, of Haines Law Group, APC, are appointed Class Counsel.

10. The Court appoints ILYM Group, Inc., to act as the Settlement Administrator, pursuant to the terms set forth in the Agreement.

11. Defendant is directed to provide the Settlement Administrator the names and most recent known mailing addresses of Class Members and any other information required in accordance with the Agreement, adhering to the following dates and deadlines:

EVENT	DATE OR DEADLINE
Class Data to be delivered to Administrator	No later than 15 days after Preliminary Approval
Notice to be mailed to Class Members	No later than 14 days after receiving the Class data
Response Deadline	30 days after Notice issues
Extended Response Deadline for re-mailed Notices	30 days after Notice issues plus an additional 14 days for Class Members whose Class Notice is re-mailed
Deadline to file Motion for Final Approval	16 Court days before Final Approval Hearing
Final Approval Hearing	<u>7-8</u> , 2025, at <u>8<sup>30</sup></u> a.m./p.m., in Dept. 17.

12. The Settlement Administrator is directed to mail the approved Class Notice by first-class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the correct time and place for the Final Approval Hearing.

13. Class Members will be bound by the Agreement unless they submit a timely and valid written request to be excluded from the Settlement, postmarked by the Response Deadline. Any Request for Exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class Members are not required to send copies of their Requests for Exclusion to counsel. The



1 Settlement Administrator shall file, or provide to Counsel for filing, a declaration stating the number of  
2 Requests for Exclusions and identifying all individuals who timely requested exclusion from the  
3 proposed Class, among other information to be provided, as set forth in the Agreement.

4 14. Written objections by Class Members must be timely sent to the Settlement  
5 Administrator in accordance with the Agreement. Written objections must be attached to the  
6 Settlement Administrator's declaration and authenticated by the Settlement Administrator.

7 15. Upon completion of the Class Notice process, the Settlement Administrator shall  
8 provide a report of the results of that process to Counsel for all Parties.

9 16. A Final Approval Hearing will be held on 7-8, 2025, at  
10 8<sup>30</sup> am in Department 17, to determine whether the Settlement should be granted final approval  
11 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence  
12 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or  
13 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice  
14 and this Order.

15 17. As set forth in the Notice, any Class Member may appear at the Final Approval Hearing  
16 in person (which "in person" appearance may be telephonic) or by his, her or their own attorney and  
17 show cause why the Court should not approve the Settlement.

18 18. The Court reserves the right to continue the date of the Final Approval Hearing without  
19 further notice to Class Members.

20 19. Class Counsel shall give notice to any objecting party of any continuance of the Final  
21 Approval Hearing.

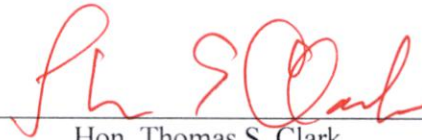
22 20. In the event that the Settlement does not become effective in accordance with the terms  
23 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent  
24 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders  
25 entered and releases delivered in connection herewith shall be null and void to the extent provided by and  
26 in accordance with the Agreement, and each party shall retain his, her or its rights to proceed with  
27 litigation of the Action.  
28

1           21.     The Court retains jurisdiction to consider all further applications arising out of or in  
2 connection with the Settlement.

3  
4 **IT IS SO ORDERED.**

5  
6 Dated: \_\_\_\_\_

2-24-25



Hon. Thomas S. Clark  
KERN COUNTY SUPERIOR COURT JUDGE