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FILED/ENDORSED
MAY 12 2023
By: V. Aleman *val*
Deputy Clerk

9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF SACRAMENTO**

11
12 PATRICIA BENTON, an individual, on
13 behalf of herself and all others similarly
14 situated and aggrieved,
15 Plaintiff,

16 v.

17 NORTHERN CALIFORNIA
18 INALLIANCE, a California domestic non-
19 profit corporation; ANDREA CROOM, an
20 individual; and DOES 1 to 100, inclusive,

CASE NO. 34-2021-00293036

Assigned for All Purposes to:
Hon. Lauri A. Damrell
Dept. 28

~~PROPOSED~~ ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: May 12, 2023
Time: 9:00 a.m.
Dept.: 28

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1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for
2 Preliminary Approval of Class Action Settlement, and having heard argument on the Motion,
3 hereby finds and ORDERS as follows:

4 1. The Class Action and PAGA Settlement Agreement and Class Notice attached as
5 Exhibit 4 to the Supplemental Declaration of Zachary M. Crosner in support of Plaintiff's
6 unopposed Motion for Preliminary Approval of Class Action Settlement, filed on or about April
7 __, 2023 (the "Settlement Agreement"), is within the range of possible recovery and, subject to
8 further consideration at the Final Approval Hearing described below, is preliminarily approved as
9 fair, reasonable, and adequate. The Court, for purposes of this Order, adopts all defined terms as
10 set forth in the Settlement Agreement.

11 2 For purposes of settlement only, the Court provisionally and conditionally certifies
12 the following class: "all persons employed by Norther Califonria InAlliance ("NCI") in California
13 and classified as non-exempt employees who worked for NCI during the Class Period of January
14 16, 2020 through December 20, 2022."

15 3. The Court finds the Settlement Class, consisting of at least 234 members, is so
16 numerous that joinder of all members is impracticable, and that the Settlement Class is
17 ascertainable by reference to the business records of Pioneers.

18 4. The Court finds further there are questions of law and fact common to the entire
19 Settlement Class, which common questions predominate over any individualized questions of law
20 or fact, and these common questions include (1) whether NCI paid Settlement Class Members for
21 all hours worked, including overtime hours, at the correct hourly wage; (2) whether NCI provided
22 Settlement Class Members with all required meal periods on a compliant basis; (3) whether NCI
23 provided Settlement Class Members with all required rest periods on a compliant basis; (4)
24 whether NCI provided Settlement Class Members with compliant wage statements; (5) whether
25 NCI paid all wages due on separation of employment.

26 5. The Court finds further the claims of named Plaintiff Patricia Benton are typical of
27 the claims of the Settlement Class, and that she will fairly and adequately protect the interests of
28 the Settlement Class. Accordingly, the Court appoints Patricia Benton as the Class

1 Representative, and appoints her counsel of record, Zachary M. Crosner, Michael Crosner, Jamie
2 Serb, and Chad Saunders, and Crosner Legal, PC, as Class Counsel.

3 6. The Court finds further that certification of the Settlement Class is superior to other
4 available means for the fair and efficient adjudication of the controversy.

5 7. The Court finds further that, in the present case, the proposed method of providing
6 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
7 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
8 the proposed Settlement and provides the best notice possible under the circumstances. The Court
9 also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class
10 Members of the terms of the Settlement and their rights thereunder, including the right to object to
11 the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves
12 from the Settlement and the procedure for doing so, their right to obtain a portion of the
13 Settlement proceeds, and the date, time and location of the Final Approval Hearing. The proposed
14 Notice of Class Action Settlement and the procedure for providing Notice set forth in the
15 Settlement Agreement, all are approved by the Court.

16 8. Under the terms of the Settlement Agreement, the Court approves the Parties'
17 selection of Phoenix Settlement Administrators as the Settlement Administrator. The Settlement
18 Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class
19 U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set
20 forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms
21 of this Order and the Settlement Agreement, and particularly with respect to providing the
22 Settlement Administrator all information necessary to perform its duties under the Settlement
23 Agreement.

24 9. Any member of the Settlement Class who wishes to comment on or object to the
25 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class
26 Counsel or any proposed representative enhancement to the Class Representatives, shall have
27 forty-five (45) days from the mailing of the Class Notice to submit his or her comments and/or
28 objection to the Settlement Administrator, as set forth in the Settlement Agreement and Class

1 Notice.

2 10. Any member of the Settlement Class who wishes to exclude themselves from the
3 Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or her
4 Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement
5 and Class Notice.

6 11. The Settlement Administrator is ordered to file a declaration in advance of the Final
7 Approval Hearing attaching and authenticating all Requests for Exclusion, if any, and further
8 attaching and authenticating all Objections, if any.

9 12. A Final Approval Hearing is hereby set for September 15, 2023, at 9:00 a.m. in
10 Department 28 of the Sacramento County Superior Court, to consider any objections to the
11 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable
12 and given full and final approval by the Court, and to determine the amount of attorney's fees and
13 costs awarded to Class Counsel, the amount of any representative enhancement award to the Class
14 Representative, and to approve the fees and costs payable to the Settlement Administrator. All
15 legal memoranda, affidavits, declarations, or other evidence in support of the request for final
16 approval, the award of attorney's fees and costs to Class Counsel, the enhancement awards to the
17 Class Representatives, and the fees and costs of the Settlement Administrator, shall be filed no
18 later than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right
19 to continue the Final Approval Hearing without further notice to the Settlement Class Members.

20 13. Provided he or she has not submitted a timely and valid Request for Exclusion, any
21 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
22 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

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25 Dated: 05/12/2023



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Lauri A. Damrell / Judge
Judge of the Superior Court