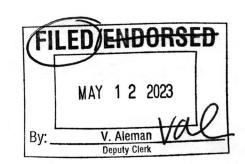
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Counsel for Plaintiff Patricia Benton

SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF SACRAMENTO

PATRICIA BENTON, an individual, on behalf of herself and all others similarly situated and aggrieved,

Plaintiff,

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NORTHERN CALIFORNIA INALLIANCE, a California domestic nonprofit corporation; ANDREA CROOM, an 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



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

- 1. The Class Action and PAGA Settlement Agreement and Class Notice attached as Exhibit 4 to the Supplemental Declaration of Zachary M. Crosner in support of Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement, filed on or about April ___, 2023 (the "Settlement Agreement"), is within the range of possible recovery and, subject to further consideration at the Final Approval Hearing described below, is preliminarily approved as fair, reasonable, and adequate. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement.
- For purposes of settlement only, the Court provisionally and conditionally certifies the following class: "all persons employed by Norther California InAlliance ("NCI") in California and classified as non-exempt employees who worked for NCI during the Class Period of January 16, 2020 through December 20, 2022."
- 3. The Court finds the Settlement Class, consisting of at least 234 members, is so numerous that joinder of all members is impracticable, and that the Settlement Class is ascertainable by reference to the business records of Pioneers.
- 4. The Court finds further there are questions of law and fact common to the entire Settlement Class, which common questions predominate over any individualized questions of law or fact, and these common questions include (1) whether NCI paid Settlement Class Members for all hours worked, including overtime hours, at the correct hourly wage; (2) whether NCI provided Settlement Class Members with all required meal periods on a compliant basis; (3) whether NCI provided Settlement Class Members with all required rest periods on a compliant basis; (4) whether NCI provided Settlement Class Members with compliant wage statements; (5) whether NCI paid all wages due on separation of employment.
- 5. The Court finds further the claims of named Plaintiff Patricia Benton are typical of the claims of the Settlement Class, and that she will fairly and adequately protect the interests of the Settlement Class. Accordingly, the Court appoints Patricia Benton as the Class

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

- 6. The Court finds further that certification of the Settlement Class is superior to other available means for the fair and efficient adjudication of the controversy.
- 7. The Court finds further that, in the present case, the proposed method of providing notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class Member's last known address, is reasonably calculated to notify the Settlement Class Members of the proposed Settlement and provides the best notice possible under the circumstances. The Court also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class Members of the terms of the Settlement and their rights thereunder, including the right to object to the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves from the Settlement and the procedure for doing so, their right to obtain a portion of the Settlement proceeds, and the date, time and location of the Final Approval Hearing. The proposed Notice of Class Action Settlement and the procedure for providing Notice set forth in the Settlement Agreement, all are approved by the Court.
- 8. Under the terms of the Settlement Agreement, the Court approves the Parties' selection of Phoenix Settlement Administrators as the Settlement Administrator. The Settlement Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms of this Order and the Settlement Agreement, and particularly with respect to providing the Settlement Administrator all information necessary to perform its duties under the Settlement Agreement.
- 9. Any member of the Settlement Class who wishes to comment on or object to the Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class Counsel or any proposed representative enhancement to the Class Representatives, shall have forty-five (45) days from the mailing of the Class Notice to submit his or her comments and/or objection to the Settlement Administrator, as set forth in the Settlement Agreement and Class

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Dated: 05/12/2023

Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or her Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice.

Any member of the Settlement Class who wishes to exclude themselves from the

- 11. The Settlement Administrator is ordered to file a declaration in advance of the Final Approval Hearing attaching and authenticating all Requests for Exclusion, if any, and further attaching and authenticating all Objections, if any.
- 12. A Final Approval Hearing is hereby set for September 15, 2023, at 9:00 a.m. in Department 28 of the Sacramento County Superior Court, to consider any objections to the Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable and given full and final approval by the Court, and to determine the amount of attorney's fees and costs awarded to Class Counsel, the amount of any representative enhancement award to the Class Representative, and to approve the fees and costs payable to the Settlement Administrator. All legal memoranda, affidavits, declarations, or other evidence in support of the request for final approval, the award of attorney's fees and costs to Class Counsel, the enhancement awards to the Class Representatives, and the fees and costs of the Settlement Administrator, shall be filed no later than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right to continue the Final Approval Hearing without further notice to the Settlement Class Members.
- 13. Provided he or she has not submitted a timely and valid Request for Exclusion, any Settlement Class Member may appear, personally or through his or her own counsel, and be heard at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

<u>Lauri A. Damrell / Judg</u>e

Judge of the Superior Court