

ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
02/08/2024
By: Vanessa Minguela,
Deputy Clerk

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8
9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF TULARE**

11
12 LUCI GILLESPIE and ILEANA
13 SUASTEGUI, on behalf of themselves and all
others similarly situated,

14 Plaintiffs,

15 v.

16
17 PLUM HEALTHCARE GROUP, LLC, a
California limited liability company; and
18 DOES 1-100, inclusive,

19 Defendants.

Case No. VCU285376

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Judge: Hon. Bret Hillman

Dept.: 7

Date: March 12, 2024

Time: 8:30 a.m.

Complaint Filed: December 17, 2020

Trial Date: None Set

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on March 12, 2024, at 8:30 a.m., or as soon thereafter as the
3 matter may be heard in Department 7 of the Superior Court of California, County of Tulare, the
4 Honorable Bret Hillman presiding, Plaintiffs Luci Gillespie, Ileana Suastegui, Trevor Harding, Esther
5 Corona, Joselito Guerrero, and Mildred Arriaga (“Plaintiffs”)¹, on behalf of themselves and all others
6 similarly situated, will and hereby do move for preliminary approval of the proposed Settlement
7 Agreement (“Settlement”) in this wage and hour class and Private Attorneys General Act (“PAGA”)
8 action. Plaintiffs seek an order:

9 1. Granting preliminary approval of the proposed Settlement with Defendants, based
10 upon the terms set forth in the Settlement, filed herewith as **Exhibit 1** to the Declaration of Carolyn
11 H. Cottrell;

12 2. Finding on a preliminary basis that the Settlement is fair, adequate, and reasonable to
13 the Class, the Aggrieved Employees, and the State of California;

14 3. Conditionally certifying the Class pursuant to California Code of Civil Procedure §
15 382 for settlement purposes only;

16 4. Approving, as to form and content, the Notice of Class Action Settlement and Final
17 Approval Hearing (“Class Notice”), in substantially the form attached to the Settlement as **Exhibit B**
18 and the Notice of Estimated Settlement Award, in substantially the form attached to the Settlement as
19 **Exhibit C** (together, the “Class Notice Packet”);

20 5. Approving the manner and method for Class Members to object, dispute workweeks,
21 or request exclusion from the Settlement, as set forth in the Settlement and the Class Notice;

22 6. Directing the dissemination of the Class Notice Packets by first class U.S. mail and
23 email to the Class Members and Aggrieved Employees in accordance with the administration schedule
24 set forth in the Settlement and summarized below, and finding the method and dates selected for the
25 mailing and distribution of the Class Notice Packets, as set forth in the Administration Schedule, meet

26 _____
27 ¹ Plaintiffs file a Stipulation to File Consolidated Complaint for Settlement Purposes herewith. The
28 Consolidated Class and PAGA Complaint consolidates eight separate class and PAGA actions
brought by these six Plaintiffs, against the seven Defendants named therein, in various California
Superior Courts. The proposed Settlement globally resolves these actions.

1 the requirements of due process and provide the best notice practicable under the circumstances and
 2 shall constitute due and sufficient notice to all persons entitled thereto;

3 7. Confirming Plaintiffs Luci Gillespie, Ileana Suastegui, Trevor Harding, Esther Corona,
 4 Joselito Guerrero, and Mildred Arriaga as Class Representatives, and Schneider Wallace Cottrell
 5 Konecky LLP and Lawyers for Justice PC as Class Counsel;

6 8. Confirming Atticus Administration, LLC (“Atticus”) as the Settlement Administrator;

7 9. Setting a Final Approval Hearing on the question of whether the proposed Settlement,
 8 the PAGA Allocation, the Class Counsel Fees and Expenses Payment, the Service Awards to
 9 Plaintiffs, and administrative expenses to the Settlement Administrator should be finally approved as
 10 fair, reasonable, and adequate as to the Class, the Aggrieved Employees, and the State of California;
 11 and

12 10. Approving and adopting the administration schedule set forth in the Settlement, which
 13 includes among other deadlines:

EVENT	DEADLINE
Preliminary Approval	TBD
Defendants to provide Class Member and Aggrieved Employee information, including but not limited to last known address and email address information, to Settlement Administrator (Settlement, ¶ III.E.2.a).	Within 21 days after preliminary approval.
Settlement Administrator to mail and email Class Notice Packets (Settlement, ¶ III.E.2.b).	Within 14 days after receiving the Class information.
Class Member Deadline to request exclusion, dispute workweeks, or object to the Settlement (Settlement, ¶¶ III.E.3, II.E.4).	45 days after the Notice is initially mailed to the Class.
Settlement Administrator to provide Class Counsel its Declaration of Due Diligence (Settlement, ¶ III.E.2.f).	Within ten days after the deadline to submit opt-outs, objects, or disputes.
Settlement Administrator to provide the parties with a list of objections and opt-outs (Settlement, ¶ III.E.3.c).	Within ten days after the deadline to submit opt-outs, objects, or disputes.

<p>1 Plaintiffs and Class Counsel to file final 2 approval motion and supporting papers (Settlement, ¶ III.E.7.a).</p>	<p>Not later than 16 court days before the Final Approval Hearing.</p>
<p>3 Each Facility and/or Facility Entity to provide 4 a declaration attesting to the status of the 5 implementation of changes to date to their 6 operations pursuant to the Equitable/Injunctive Components of the Settlement (Settlement, ¶ III.G).</p>	<p>30 days prior to the Final Approval Hearing</p>
<p>7 Final Approval Hearing</p>	<p>TBD</p>
<p>8 Effective Date of Settlement (Settlement, ¶ 9 II.O).</p>	<p>The date the Superior Court has entered the Final Judgment after the Superior Court has granted final approval of the Settlement if no objections to the Settlement are filed, or if any objections to the Settlement are filed and subsequently withdrawn. If objections are filed and overruled, and no appeal of the Final Judgment is filed, then the Effective Date will be 60 calendar days following the date the Final Judgment is entered. In the event an appeal is filed, the Effective Date is 20 calendar days after the date on which the appeal is disposed of in the Parties' favor, dismissed or otherwise resolved in a manner that upholds the Settlement in its entirety and is no longer subject to review by any court, whether by appeal, petition for rehearing or re-argument, petition for review, or otherwise. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made, no payments shall be made under the Settlement until the challenge is resolved in a manner that upholds the Agreement in its entirety. This definition presupposes that the Agreement has been signed by the Parties and Class Counsel, the Court has entered Preliminary Approval of the Settlement, and that the Class Notice Packet been mailed to the Class Members and Aggrieved Employees as ordered by the Court.</p>
<p>25 Defendants, the Facilities, and the Facility 26 entities to make certain changes to their 27 operations pursuant to the Equitable/Injunctive</p>	<p>By the Effective Date.</p>

1 Components of the Settlement (Settlement, ¶ 2 III.G).	
3 Defendants to fund the Gross Settlement 4 Amount in three equal installments 5 (Settlement, ¶ III.A).	The first installment shall be due 90 days after the Effective Date. The second installment shall be due 180 days after the Effective Date. The third and final installment shall be due 270 days after the Effective Date.
6 Settlement Administrator to make payments to 7 Participating Class Members, Aggrieved 8 Employees, Plaintiffs, Class Counsel, the 9 LWDA, and Settlement Administrator in three equal installments (Settlement, ¶ III.E.10).	Within 14 days after it receives each funding installment.
10 Check cashing deadline (Settlement, ¶ 11 III.E.11).	90 days after each check is mailed. If a check issued from the first or second funding installment is returned to the Settlement Administrator, the Settlement Administrator will reissue that payment with the next check issued to the Participating Class Member/Aggrieved Employee.
14 Settlement Administrator to redistribute 15 uncashed check funds on a <i>pro rata</i> basis to 16 Participating Class Members/Aggrieved 17 Employees that cashed their checks and/or issue the <i>cy pres</i> payment (Settlement, ¶ III.E.11).	As soon as practicable after the check cashing deadline for the third round of checks to Participating Class Members/Aggrieved Employees.

18 This Motion is based on this Notice of Motion and Motion, the accompanying Memorandum
19 of Points and Authorities, the Declaration of Carolyn H. Cottrell, the Settlement, the Declarations of
20 Plaintiffs, all other documents and records on file in this action, and on such further oral and
21 documentary evidence as may be given at the hearing, if any, on this Motion.

22 Respectfully submitted,

23 

24 Dated: February 8, 2024

25 _____
26 Carolyn H. Cottrell
27 Caroline N. Cohen
28 Scott L. Gordon
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

Attorneys for Plaintiffs and Class Members