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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

04/23/2024

STEPHANIE CAMERON, CLERK
Vanessa Minguela-Rodriguez, Deputy

14 **SUPERIOR COURT OF CALIFORNIA**

15 **COUNTY OF TULARE**

16 LUCI GILLESPIE and ILEANA
17 SUASTEGUI, on behalf of themselves and all
18 others similarly situated,

19 Plaintiffs,

20 v.

21 PLUM HEALTHCARE GROUP, LLC, a
22 California limited liability company; and
23 DOES 1-100, inclusive,

24 Defendants.

Case No. VCU285376

**[PROPOSED] ORDER GRANTING
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 The Motion for Preliminary Approval of Class and PAGA Action Settlement (“Motion”) filed
2 by Plaintiffs Luci Gillespie, Ileana Suastegui, Trevor Harding, Esther Corona, Joselito Guerrero, and
3 Mildred Arriaga (“Plaintiffs”) came on regularly for hearing before this Court on March 12, 2024, at
4 8:30 a.m. The Court, having considered the Settlement Agreement (“Settlement”) between Plaintiffs
5 and Defendants Plum Healthcare Group, LLC; Flax Holdings, LLC d/b/a River Valley Care Center;
6 Gladiolus Holdings, LLC d/b/a The Pines at Placerville Healthcare Center; Jujube Holdings, LLC
7 d/b/a Sunnyvale Post-Acute Center; Douglas Fir Holdings LLC d/b/a Huntington Valley Healthcare
8 Center; Olive Holdings, LLC d/b/a Aviara Healthcare Center; and Rosebud Holdings, LLC d/b/a
9 Western Slope Health Center (“Defendants”), attached as **Exhibit 1** to the Declaration of Carolyn H.
10 Cottrell in support of the Motion, as well as the Motion and accompanying Memorandum of Points
11 and Authorities, the supporting Declarations of the named Plaintiffs, all supporting documents
12 attached therein, and any argument presented at the hearing on the Motion, and good cause appearing
13 therefore, **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

14 1. This Order incorporates by reference the Parties’ Settlement and all defined terms
15 herein shall have the same meaning as set forth in the Settlement.

16 2. The Court **GRANTS** preliminary approval of the Settlement and finds its terms to be
17 fair, adequate, and within the range of reasonableness of a settlement that ultimately could be finally
18 approved by the Court at a Final Approval Hearing.

19 3. For purposes of the Settlement only, the Court finds that the proposed Class is
20 ascertainable and that there is a sufficiently well-defined community of interest among the Settlement
21 Class Members in questions of law and fact. Therefore, for settlement purposes only, the Court
22 **GRANTS** conditional certification of the Class, which is defined as all current and former nonexempt
23 employees, allegedly employed in California by Plum Healthcare Group, LLC and/or the applicable
24 Facility Entity, who worked at any of the Facilities (identified in Exhibit A to the Settlement) during
25 the period of time from December 17, 2016 through July 17, 2023 (“Class Period”), was not subject
26 to an arbitration agreement, and did not release claims under a Settlement in any of the Settled Cases
27 (as defined in Settlement, ¶ II.II). All Class Members who do not opt out will be bound by the terms
28 of the Settlement.

1 4. For purposes of the Settlement, the Court designates Plaintiffs Luci Gillespie, Ileana
2 Suastegui, Trevor Harding, Esther Corona, Joselito Guerrero, and Mildred Arriaga as Class
3 Representatives and Schneider Wallace Cottrell Konecky LLP and Lawyers for Justice PC as Class
4 Counsel.

5 5. The Court also grants the Parties’ accompanying Stipulation to File Consolidated
6 Complaint for Settlement Purposes, under which the attached Consolidated Class and PAGA
7 Complaint is deemed filed as of the date of that Order. In the Consolidated Class and PAGA
8 Complaint, Plaintiffs allege their class action and Private Attorneys General Act (“PAGA”) claims
9 against Defendants in a single, consolidated pleading for purposes of the Settlement and approval by
10 the Court.

11 6. The Court designates Atticus Administration, LLC (“Atticus”) as the third-party
12 Settlement Administrator for mailing and emailing notices, hosting the settlement administration
13 website, administering the Settlement, and for carrying out all the other responsibilities outlined in
14 the Settlement.

15 7. The Court approves, as to form and content, the Notice of Class Action Settlement and
16 Final Approval Hearing (“Class Notice”), in the form attached as **Exhibit B** to the Settlement, and the
17 Notice of Estimated Settlement Award, in the form attached as **Exhibit C** to the Settlement (jointly,
18 the “Class Notice Packet”). Minor, non-substantive changes to the Class Notice Packet are permitted
19 to the extent required to facilitate notice administration.

20 8. The Court finds that the form of notice to the Class Members regarding the pendency
21 of the action and of the Settlement, and the methods of giving notice to Class Members, constitute the
22 best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all
23 Class Members. The form and method of giving notice comply fully with the requirements of Code
24 of Civil Procedure section 382, Rules of Court 3.766 and 3.769, the California and United States
25 Constitutions, and other applicable law.

26 9. The Court further approves the procedures for Class Members to dispute workweeks,
27 opt out of the Settlement, or object to the Settlement, as set forth in the Settlement and as summarized
28 in the Notice. The Court **ORDERS** that the Settlement Administrator must immediately serve the

1 objections, disputes, or requests for exclusion on Class Counsel and Defendant’s Counsel, as
2 specifically described within the Settlement.

3 10. The procedures and requirements for submitting written objections in connection with
4 the Final Approval Hearing are intended to ensure the efficient administration of justice and the
5 orderly presentation of any Class Member’s objection to the Settlement, in accordance with the due
6 process rights of all Class Members. Class Members are permitted to appear at the Final Approval
7 Hearing and object to the Settlement even if they do not submit written objections.

8 11. The Court directs the Settlement Administrator to send the Class Notice to the Class
9 Members via first-class U.S. Mail and email in accordance with the terms of the Settlement.

10 12. The Class Notice shall provide 45 days’ notice from the date of initial mailing for Class
11 Members to dispute workweeks, opt out of the Settlement, or object to the Settlement.

12 13. The Final Approval Hearing on the question of whether the Settlement should be
13 finally approved as fair, reasonable, and adequate is scheduled for , 2024 at
14 in Department .

15 14. At the Final Approval Hearing, the Court will consider: (a) whether to certify the Class
16 under Code of Civil Procedure section 382 for purposes of settlement only; (b) whether dissemination
17 of the Class Notice Packets was accomplished as directed and met the requirements of due process;
18 (c) whether the Settlement should be finally approved as fair, reasonable, and adequate; (d) whether
19 Plaintiffs’ applications for Service Awards should be granted; (e) whether Class Counsel’s application
20 for attorneys’ fees and costs should be granted; (f) whether the PAGA Allocation should be finally
21 approved; (g) whether to direct distribution of the Settlement funds in accordance with the Settlement;
22 (h) whether to dismiss this case finally, fully, forever, and with prejudice and in full and final discharge
23 of any and all released claims; (i) whether to enter a Judgment; and (j) whether to retain continuing
24 jurisdiction over this case for purposes only of overseeing all settlement administration matters.

25 15. Counsel for the Parties shall file memoranda, declarations, and other materials in
26 support of their request for final approval of the Settlement, attorneys’ fees, litigation expenses,
27 Plaintiffs’ service awards, and settlement administration costs no later than 16 court days before the
28 Final Approval Hearing.

16. The Settlement shall proceed according to the following administration schedule:

| EVENT | DEADLINE |
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| 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. |
| Plaintiffs and Class Counsel to file final approval motion and supporting papers (Settlement, ¶ III.E.7.a). | Not later than 16 court days before the Final Approval Hearing. |
| Each Facility and/or Facility Entity to provide a declaration attesting to the status of the implementation of changes to date to their operations pursuant to the Equitable/Injunctive Components of the Settlement (Settlement, ¶ III.G). | 30 days prior to the Final Approval Hearing |
| Final Approval Hearing | <p style="text-align: center;">FFB JED A KHECET AOV] GAG</p> <hr/> <p style="text-align: center;"><i>Please insert date and time.</i></p> |
| Effective Date of Settlement (Settlement, ¶ II.O). | 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 |

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| | <p>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>Defendants, the Facilities, and the Facility entities to make certain changes to their operations pursuant to the Equitable/Injunctive Components of the Settlement (Settlement, ¶ III.G).</p> | <p>By the Effective Date.</p> |
| <p>Defendants to fund the Gross Settlement Amount in three equal installments (Settlement, ¶ III.A).</p> | <p>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.</p> |
| <p>Settlement Administrator to make payments to Participating Class Members, Aggrieved Employees, Plaintiffs, Class Counsel, the LWDA, and Settlement Administrator in three equal installments (Settlement, ¶ III.E.10).</p> | <p>Within 14 days after it receives each funding installment.</p> |
| <p>Check cashing deadline (Settlement, ¶ III.E.11).</p> | <p>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</p> |

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| | will reissue that payment with the next check issued to the Participating Class Member/Aggrieved Employee. |
| Settlement Administrator to redistribute uncashed check funds on a <i>pro rata</i> basis to Participating Class Members/Aggrieved 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. |

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17. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are hereby stayed, and all deadlines are vacated.

18. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: 04/23/2024



HONORABLE BRET HILLMAN
JUDGE OF THE SUPERIOR COURT