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Superior Court of California,
County of Tulare
12/11/2024

By: Vanessa Minguela,
Deputy Clerk

1 Carolyn Hunt Cottrell (SBN 166977)
Esther L. Bylsma (SBN 264208)
2 Andrew D. Weaver (SBN 318935)
3 **SCHNEIDER WALLACE**
4 **COTTRELL KONECKY LLP**
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
5 Fax: (415) 421-7105
ccottrell@schneiderwallace.com
6 ebylsma@schneiderwallace.com
aweaver@schneiderwallace.com

7 *Attorneys for Plaintiffs and Class Members*

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

12/12/2024

STEPHANIE CAMERON, CLERK
Vanessa Minguela-Rodriguez, Deputy

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9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF TULARE**

11 LUCI GILLESPIE, ILEANA SUASTEGUI,
TREVOR HARDING, ESTHER CORONA,
12 JOSELITO GUERRERO, and MILDRED
ARRIAGA, on behalf of themselves and all
13 others similarly situated, the State of California,
and Aggrieved Employees,

14
15 Plaintiffs,

16 v.

17 PLUM HEALTHCARE GROUP, LLC; FLAX
HOLDINGS, LLC d/b/a RIVER VALLEY
18 CARE CENTER; GLADIOLUS HOLDINGS,
LLC d/b/a THE PINES AT PLACERVILLE
19 HEALTHCARE CENTER; JUJUBE
HOLDINGS, LLC d/b/a SUNNYVALE POST-
20 ACUTE CENTER; DOUGLAS FIR
HOLDINGS, LLC d/b/a HUNTINGTON
21 VALLEY HEALTHCARE CENTER; OLIVE
HOLDINGS, LLC d/b/a AVIARA
22 HEALTHCARE CENTER; and ROSEBUD
HOLDINGS, LLC d/b/a WESTERN SLOPE
23 HEALTH CENTER; and DOES 1-100,
24 inclusive,

25
26 Defendants.

Case No. VCU285376

**~~[PROPOSED]~~ REVISED FINAL
APPROVAL ORDER AND JUDGMENT**

Judge: Hon. Bret Hillman
Dept.: 2
Date: Nov. 19, 2024
Time: 8:30 am

Complaint Filed: December 17, 2020
Trial Date: None Set

1 **[PROPOSED] ORDER**

2 The Motion for Final Approval of Class and PAGA Action Settlement came before the Court
3 on November 19, 2024, at 8:30 a.m. for a hearing and Final Approval Order and Judgment.
4 Consistent with the Court’s Order Granting Plaintiffs’ Motion for Preliminary Approval of Class and
5 PAGA Action Settlement (“Preliminary Approval Order”), entered on April 23, 2024, and the
6 parties’ Settlement Agreement (“Settlement”), due and adequate notice having been given to all Class
7 Members, and the Court having considered all papers filed and proceedings had herein and otherwise
8 being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED,**
9 **AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meanings as set forth in the Settlement filed
11 February 8, 2024 as **Exhibit 1** to the Declaration of Carolyn H. Cottrell in Support of Plaintiffs’
12 Motion for Preliminary Approval of Class and PAGA Action Settlement.

13 2. This Court has continuing jurisdiction over the subject matter of this action and over all
14 parties to this action, including all Participating Class Members, until the Settlement is fully
15 administered. (*See* Cal. R. Ct., rule 3.769(h)).

16 3. All Released Claims (including the Class Released Claims, the PAGA Released Claims, and
17 Plaintiffs’ Released Claims) are covered by and included within the Settlement and this Final
18 Approval Order and Judgment.

19 4. The Court hereby finds that the Settlement is fair, reasonable, and adequate and that
20 Plaintiffs have satisfied the standards and applicable requirements for final approval of this class
21 action and PAGA settlement under California law, including the provisions of California Code of
22 Civil Procedure § 382.

23 5. The Court finds that the Settlement has been reached as a result of intensive, serious and
24 non-collusive arm’s-length negotiations. The Court further finds that the parties have conducted
25 extensive investigation and research, and counsel for the parties are able to reasonably evaluate their
26 respective positions. The Court also finds that Settlement will avoid additional substantial costs, as
27 well as avoid the delay and risks that would be presented by the further prosecution of the action. The
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1 Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the
2 significant value to the Participating Class Members and Aggrieved Employees.

3 6. The Court finds that the Class, as defined in the Settlement, is properly certified as a class
4 for settlement purposes only, and orders that it be certified for settlement purposes only.

5 7. Distribution of the Class Notice to the Class Members as set forth in the Settlement has been
6 completed in conformity with the Preliminary Approval Order, including individual notice to all Class
7 Members who could be identified through reasonable effort, and constituted the best notice practicable
8 under the circumstances. The Class Notice provided due and adequate notice of the proceedings and
9 of the matters set forth therein, including the proposed Settlement, to all persons entitled to such
10 notice, and the Class Notice and its distribution fully satisfied the requirements of due process.

11 8. The Court finds that zero Class Members have objected to the Settlement, and two Class
12 Members have requested exclusion from the Settlement.

13 9. The Court hereby approves the Settlement and directs the parties to effectuate the Settlement
14 according to its terms.

15 10. Upon final approval of the Settlement and payment of the amounts set forth therein, each
16 and every Released Claim of each and every respective Participating Class Member and Aggrieved
17 Employee is and shall be deemed to be conclusively released as against the Released Parties.

18 11. The Court finds and orders that the Settlement is and constitutes a fair, reasonable and
19 adequate compromise of the Released Claims against Defendants and the Released Parties.

20 12. The parties entered into the Settlement to resolve the dispute that has arisen between them
21 and to avoid the burden, expense, and risk of continued litigation. In entering into the Settlement,
22 Defendants do not admit, and specifically deny, they have violated any state, federal, or local law;
23 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable
24 laws, regulations or legal requirements; or engaged in any other unlawful conduct with respect to their
25 employees. Neither this Final Approval Order and Judgment, the Settlement, nor any document
26 referred to herein, nor any action taken to carry out the Settlement, shall be construed as an admission
27 by Defendants to any such violations or failure to comply with any applicable law.

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1 13. The Court hereby finds the individual settlement payments provided for under the Settlement
2 and the Class Notice to be fair and reasonable in light of all the circumstances. The Court, therefore,
3 orders the calculations and the payments to be made and administered in accordance with the terms
4 of the Settlement and the Class Notice.

5 14. The Court hereby approves and orders payment in the amount of \$100,000.00 from the Gross
6 Settlement Amount for the PAGA Allocation, \$75,000.00 of which is payable to the California Labor
7 and Workforce Development Agency (“LWDA”), and \$25,000.00 of which will be distributed to the
8 Aggrieved Employees on a *pro rata* basis, as set forth in the Settlement.

9 15. The Court hereby confirms Plaintiffs Luci Gillespie, Ileana Suastegui, Trevor Harding,
10 Esther Corona, Joselito Guerrero, and Mildred Arriaga as Class Representatives, and Schneider
11 Wallace Cottrell Konecky LLP (“SWCK”) and Lawyers *for* Justice, PC (“LFJ”) as Class Counsel.

12 16. The Court hereby approves and orders the service awards to Plaintiffs in the amount of
13 \$5,000.00 each from the Gross Settlement Amount for their efforts on behalf of the Class Members.

14 17. Pursuant to the terms of the Settlement and the authorities, evidence, and argument
15 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount of
16 \$2,672,730.00, and litigation expenses actually incurred in an amount of up to \$55,000.00, from the
17 Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys’ fees
18 and costs incurred by and/or owed to Class Counsel.

19 18. The Court also hereby approves and orders payment from the Gross Settlement Amount for
20 actual settlement administration expenses incurred by the Settlement Administrator, Atticus
21 Administration, LLC, in the amount of \$83,000.00.

22 19. The Court orders that the deadline for making the Court-approved individual settlement
23 award payments, the payment to the LWDA, the attorneys’ fees and costs payment, the service award
24 payments, and the settlement administration costs payment is as set forth in the implementation
25 schedule set forth below.

26 20. The Court hereby enters judgment in the entire action as of the filing date of this Final
27 Approval Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
28 finality of this Final Approval Order and Judgment in any way, the Court hereby retains continuing

1 jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders
 2 entered in connection therewith pursuant to California Code of Civil Procedure § 664.6.

3 21. The Court approves the following implementation schedule:

EVENT	DEADLINE
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, III.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	November 19, 2024 at 8:30 a.m.
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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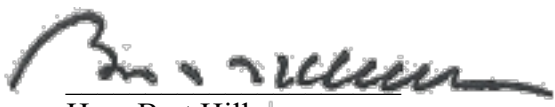
	<p>Judgment is filed, then the Effective Date will be 60 calendar days following the date the Final Judgment is entered. In the event an appeal is filed, the Effective Date is 20 calendar days after the date on which the appeal is disposed of in the Parties' favor, dismissed or otherwise resolved in 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 will reissue that payment with the next check</p>

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	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.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Date: 12/12/2024



Hon. Bret Hillman
Superior Court Judge

1 **PROOF OF SERVICE**

2 I, Alma R. Suarez, declare the following:

3 I am over the age of eighteen years and not a party to the within entitled action. I am
4 employed at Schneider Wallace Cottrell Konecky LLP located at 300 S. Grand Ave, Suite
5 2700 Los Angeles, California 90071

6 On December 11, 2024, I served the following document(s) described as:

- 7 • **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

8 on the following interested party(s):

9 Grace Y. Horoupian
10 Victor T. Xu
11 Kristina N. Buan
12 Josh Klein
13 Dorothy Wang
14 Paula Sanchez
15 Adriana Miranda
16 FISHER & PHILLIPS, LLP
17 2050 Main St., Ste. 1000
18 Irvine, CA 92614
19 Tel: (949) 851-2424
20 Fax: (949) 851-0152
21 ghoroupian@fisherphillips.com
22 vxu@fisherphillips.com
23 kbaun@fisherphillips.com
24 amiranda@fisherphillips.com
25 psanchez@fisherphillips.com
26 dwang@fisherphillips.com
27 jdklein@fisherphillips.com

19 *Attorneys for Defendants*

Edwin Aiwazian
Joanna Ghosh
Serj Kurdian
Suzana Solis
LAWYERS FOR JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
edwin@calljustice.com
joanna@calljustice.com
serj@calljustice.com
ss@calljustice.com

Attorneys for Plaintiffs

20 **BY ELECTRONIC SERVICE** by electronically mailing true and correct copies in PDF
21 format through Schneider Wallace Cottrell Konecky's electronic mail system to the email
22 address(s) set forth above.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct. Executed on December 11, 2024, at Phoenix, Arizona.

25 

26 Alma R. Suarez