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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
09/05/2023 at 10:59:00 AM
Clerk of the Superior Court
By Emily Schilawski, Deputy Clerk

11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **SUPERIOR COURT OF SAN DIEGO**

13 BRUNTINA MARCELUS, on behalf of
14 herself and others similarly situated,

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17 Plaintiff,

18 v.

19 STANDARD HEALTHCARE, L.L.C., and
20 DOES 1-20, inclusive

21 Defendants.
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Case No.: 37-2021-00017113-CU-OE-CTL

*Assigned for All Purposes to the Hon. Loren G.
Freestone, Dept. C-64*

~~PROPOSED~~ **REVISED ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS AND PAGA ACTION
SETTLEMENT**

Complaint Filed: April 16, 2021
Trial Date: None

1 The Court has before it Plaintiff Bruntina Marcelus' ("Plaintiff") Unopposed Motion for
2 Preliminary Approval of the Class and Private Attorneys General Act ("PAGA") Action
3 Settlement. Unless otherwise specified, all capitalized terms in this Order shall have the same
4 meaning ascribed to them in the Class Action and PAGA Settlement Agreement ("Settlement" or
5 "Agreement").

6 The Court hereby finds and ORDERS as follows:

7 1. The Court grants preliminary approval to the Settlement. The Settlement falls
8 within the range of possible approval as fair, adequate and reasonable, and appears to be the
9 product of arm's-length and informed negotiations and to treat all Class Members fairly. Continued
10 litigation would have been expensive for both sides. The Parties acknowledge that litigating and
11 trying this action may have resulted in delay of any recovery, involved significant risk as to
12 liability and certification, and led to possible appeals. Class Counsel received the relevant
13 information for the Class. Plaintiff has adequately demonstrated that the Settlement did not occur
14 until Plaintiff and Class Counsel possessed sufficient information to evaluate the case and make an
15 informed decision about settlement. The Settlement sets out the terms upon which Defendant will
16 settle all claims which have been brought against it in this matter.

17 2. The Court finds on a preliminary basis that the allocation of funds in settlement for
18 releasing the Released Parties from the Released Class Claims falls within the range of
19 reasonableness and therefore meets the requirements for preliminary approval. The Court
20 preliminarily accepts the parties' definition of the Class, for settlement purposes only, which is as
21 follows:

22 All of Defendant's non-exempt employees who were assigned to work at any
23 facility inside California during the period from April 16, 2017 to March 31,
2023.

24 3. The Court conditionally certifies and approves, for settlement purposes only, and
25 without prejudice to any Party's rights to support or oppose class certification should the
26 Settlement not receive final approval by this Court, the Class described in this Order, the Motion
27 for Preliminary Approval, and the Agreement.

28 4. A subset of the Class that is defined as the "Aggrieved Employees" in the

1 Agreement will be entitled to receive a portion of the “PAGA Penalties” under the terms of the
2 Agreement, in settlement of their PAGA claims. The Court finds on a preliminary basis that the
3 allocation of funds in releasing the Released Parties from the Released PAGA Claims falls within
4 the range of reasonableness and therefore meets the requirements for preliminary approval. The
5 Court preliminarily accepts the Parties’ definition of the Aggrieved Employees, for settlement
6 purposes only, which is as follows:

7 All of Defendant’s non-exempt employees who were assigned to work at any
8 healthcare facility inside California during the period from April 16, 2020 to
9 March 31, 2023.

10 5. The Court appoints, for settlement purposes only, Plaintiff Bruntina Marcelus as
11 the Class Representative.

12 6. The Court appoints, for settlement purposes only, Ashkan Shakouri and Sharon
13 W. Lin of Shakouri Law Firm as counsel for the Class and the Aggrieved Employees (“Class
14 Counsel”).

15 7. The Parties shall retain the services of CPT Group for the administration of the
16 Settlement, and said entity is hereby appointed Administrator.

17 8. As described in the Agreement, Defendant shall provide the Administrator with the
18 Class Data, as specified in the Agreement, no later than fourteen (14) calendar days after the date
19 of entry of this Order. As described in the Agreement, by no later than ten (10) calendar days
20 after receiving the Class Data, the Administrator shall provide notice of settlement (“Class
21 Notice”) to all Class Members by first class U.S. mail to their last known address according to the
22 information that Defendant will provide to the Administrator pursuant to the Agreement. The
23 Class Notice shall substantively be in the form lodged as Exhibit A to the Agreement. The Court
24 finds that the content and schedule of the mailings discussed in this Order meet the requirements
25 of due process, provide the best notice practicable, and will constitute sufficient notice to Class
26 Members.

27 9. Class Members may exclude themselves from the Class, relinquishing their rights to
28 their Individual Class Payments (but not their Individual PAGA Payments) by sending to the
Administrator by U.S. mail a written “Request for Exclusion,” as described in the Class Notice.

1 Pursuant to the terms of the Agreement, all Class Members will be bound by the Agreement and
2 its release unless they timely file a proper Request for Exclusion. A Class Member who opts out
3 of the Settlement will not release his or her claims pursuant to the Agreement, except for
4 Released PAGA Claims, as defined in the Agreement, whether or not he or she opts out of the
5 Settlement.

6 10. Any Class Member who has not opted out and believes that the Settlement should
7 not be finally approved by the Court for any reason may object to the Settlement. Class Members'
8 written objections to the Administrator must be mailed not later than 45 days after the Settlement
9 Administrator mails the Class Notice to them. Class Members may also appear in person or
10 through an attorney, if they so desire, at the Final Approval Hearing to make their objection orally,
11 regardless of whether they have submitted written objections to the Settlement.

12 11. The Court sets a Hearing on Final Approval for February 2, 2024, at 10:30 a.m. in
13 Department 64 of the Superior Court of the State of California, County of San Diego, located at
14 330 West Broadway, San Diego, California 92101. Plaintiff must file a Motion for Final Approval
15 of the Settlement, including any Application for Attorneys' Fees, Costs, Litigation Expenses and
16 Service Payment, with this Court sixteen (16) court days before said hearing. The Court reserves
17 the right to continue the date of the Final Approval Hearing without further notice to Class
18 Members.

19 12. All further proceedings in this Action will be stayed except such proceedings
20 necessary to review, approve, and implement this Settlement.

21 13. Neither this Order nor the Agreement, nor any of their terms or provisions, nor any
22 of the negotiations or proceedings connected with them, shall be construed as an admission or
23 concession by Defendant of the truth of any of the allegations in this litigation, or of any liability,
24 fault, or wrongdoing of any kind.

25 14. In the event: (i) the Court does not finally approve the Settlement in a manner
26 contemplated by the Agreement; (ii) the Court does not enter a Final Approval Order and
27 Judgment, as contemplated by the Settlement, which becomes final as a result of the occurrence of
28 the Effective Date (as that term is defined by the Settlement); or (iii) the Settlement does not

1 become final for any other reason, the Settlement and any related Class shall be null and void and
2 any order or judgment entered by this Court in furtherance of the Settlement shall be deemed as
3 void from the beginning. In such a case, the Parties and any funds to be awarded under this
4 Settlement shall be returned to their respective statuses as of the date and time immediately prior to
5 the execution of the Settlement, and the Parties shall proceed in all respects as if no Class had been
6 certified and the Settlement Agreement had not been executed.

7 15. Neither the Settlement, preliminary approved or not, nor any exhibit, document, or
8 instrument delivered hereunder, nor any statement, transaction or proceeding in connection with
9 the negotiation, execution or implementation of the Settlement, shall be admissible in evidence for
10 any reason, except as provided in the Settlement or to enforce the releases contained therein. The
11 Court has made no findings on the merits and Defendant has denied the allegations in the operative
12 complaint.

13 16. The Court hereby grants preliminary approval of the Settlement as of the date of this
14 Order.

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16 DATED: September 5, 2023



17 HON. LOREN G. FREESTONE
18 JUDGE OF THE SUPERIOR COURT
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2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES
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5 I am employed in the County of Los Angeles, State of California, I am over the age of 18 and
6 not a party to the within action; my business address is 11601 Wilshire Boulevard, Fifth Floor, Los
7 Angeles, California 90025. I served the foregoing document(s) described as:

- 8 • **[PROPOSED] REVISED ORDER GRANTING PRELIMINARY APPROVAL OF**
9 **CLASS AND PAGA ACTION SETTLEMENT**

10 X BY ELECTRONIC TRANSMISSION ONLY. I electronically caused to be served the foregoing
11 document on all interested parties in this action via email only. The document will be deemed served on
12 the date it was emailed.

13 Addressed to:

14 **Attorneys for Defendant**

15 Michael M. Freeland
16 9029 Park Plaza Drive, Ste. 202
17 La Mesa, California 91942
18 email: mfreeland@freeland-law.com

19 Michael P. Sousa
20 The Law Offices of Michael P. Sousa, APC
21 4455 Morena Boulevard, Suite 201
22 San Diego, CA 92117
23 email: msousa@msousalaw.com

24 I declare under penalty of perjury under the laws of the State of California that the above is true
25 and correct.

26 Date: September 1, 2023

27 *Ashkan Shakouri*
28 Ashkan Shakouri