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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 01/14/2022
By Deputy: Conder, Perla

6 *Attorneys for Plaintiff, the Putative Class and Aggrieved Employees*

7 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF MONTEREY**

9 ZANDRA MARTINEZ, on behalf of herself
10 and all others similarly situated;

11 Plaintiff,

12 vs.

13 VICTORIAN CARE HOMES OF THE
MONTEREY PENINSULA, INC., a
California Corporation; VISIONARY
14 HEALTH CARE SERVICES, an unknown
business formation; and DOES 1 through 50,
15 inclusive;

16 Defendants.

Case No. 20CV002456

17 ~~PROPOSED~~ **ORDER GRANTING**
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: January 14, 2022

Time: 9:00 a.m.

Dept: 14

Judge: Hon. ~~Mark O. Anderson~~

Thomas W. Wills

Complaint Filed: September 15, 2020

FAC Filed: May 13, 2021

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on January 14, 2022, in Department 14, the Honorable Marla O. Anderson
3 presiding. The Court having considered the papers submitted in support of the application of the
4 parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Settlement Agreement and Release of Class Action (the
7 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support
8 of Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All
9 terms used herein shall have the same meaning as defined in the Settlement Agreement. The
10 settlement set forth in the Settlement Agreement appears to be fair, adequate and reasonable to the
11 Class, and the Court preliminarily approves the terms of the Settlement Agreement, including,
12 without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$200,000.00**;
- 14 b. The Class Representative enhancement payment to the named Plaintiff of
15 **\$7,500.00**;
- 16 c. Court approved attorneys' fees to Class Counsel of up to **\$66,666.67**,
17 representing one-third of the Gross Settlement Amount;
- 18 d. Court approved litigation costs to Class Counsel of up to **\$13,000.00**;
- 19 e. Fees and Costs of the Settlement Administrator of up to **\$9,000.00**; and
- 20 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to the
21 California Labor & Workforce Development Agency for its portion of the
22 PAGA penalties.

23 2. This Court has considered the papers in support of the Motion and the Settlement
24 Agreement and finds that the, pursuant to C.R.C. Rule 3.769(d), proposed Class should be certified
25 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
26 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
27 requirements; (d) the claims of the Class Representatives are typical of the claims of the proposed
28 Class Members; (e) Class Representatives' counsel has and is able to adequately represent the

1 proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide
2 treatment of this dispute is superior to individual litigation because common issues predominate
3 over individual issues for settlement purposes.

4 3. The Settlement falls within the range of reasonableness and appears to be
5 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
6 and final approval by this Court.

7 4. A final fairness hearing on the question of whether the proposed Settlement,
8 attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award
9 should be finally approved as fair, reasonable and adequate as to the members of the Class is
10 scheduled on the date and time set forth in the implementation schedule in Paragraph 13 below.

11 5. This Court approves, as to form and content, the Notice of Proposed Class Action
12 Settlement and Hearing Date for Court Approval ("Class Notice"), in substantially the form
13 attached to the herein as **Exhibit 1**. The Court approves the procedure for Class Members to
14 participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

15 6. The Court directs the mailing of the Class Notice by first class mail to the Class
16 Members in accordance with the Implementation Schedule set forth below. The Court finds the
17 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
18 Schedule, meet the requirements of due process and provide the best notice practicable under the
19 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement
21 purposes only.

22 8. The Court preliminarily certifies for settlement purposes only the Settlement Class
23 defined as follows: *all hourly non-exempt individuals employed in California by Victorian Care*
24 *Homes of the Monterey Peninsula, Inc. at any time between September 15, 2016 through*
25 *preliminary approval of class settlement. See Settlement Agreement, at § 1.39. The Class Period*
26 *is defined as September 15, 2016 through preliminary approval of class settlement. See Settlement*
27 *Agreement, at § 1.10.*

28 9. All Settlement Class members who do not timely opt out will release all claims

1 alleged in, or arising out of facts asserted in, the operative Second Amended Class Action and
2 PAGA Representative Action Complaint against Defendant from September 15, 2016 through the
3 date of preliminary approval. The released claims specifically include claims for: (1) failure to pay
4 minimum wages (Labor Code §§ 1194, 1194.2, 1197); (2) failure to pay overtime wages (Labor
5 Code §§ 510 and 1194); (3) failure to provide compliant rest periods and failure to pay rest period
6 premiums (Labor Code § 226.7); (4) failure to provide compliant meal periods and pay meal period
7 periods (Labor Code §§ 226.7 and 512); (5) failure to pay timely wages (Labor Code § 204); (6)
8 failure to provide accurate and itemized wage statements (Labor Code §§ 226, 226.3, 1174,
9 1174.5); (7) failure to reimburse business expenses (Labor Code § 2802); (8) waiting time penalties
10 (Labor Code §§ 201-203); (9) violation of Business and Professions Code § 17200 et seq.; and (10)
11 PAGA penalties for Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1,
12 1198 and 2802. The Participating Class Members will not provide a full, general release of all
13 claims, which includes a Civil Code § 1542 waiver.

14 10. The Court confirms Plaintiff Zandra Martinez as Class Representative, and
15 Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

16 11. The Court appoints CPT Group, Inc. as the Settlement Administrator.

17 12. To facilitate administration of the Settlement pending final approval, the Court
18 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or
19 administrative proceedings (including filing claims with the Division of Labor Standards
20 Enforcement of the California Department of Industrial Relations) regarding claims released by
21 the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with
22 the Settlement Administrator and the time for filing claims with the Settlement Administrator has
23 elapsed.

24 13. The Court orders the following **Implementation Schedule** for further proceedings:

25 26 27	a. Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
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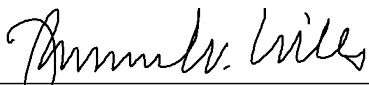
1	b. Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days following the Preliminary Approval Date]
2		
3	c. Deadline for Class Members to Postmark Requests for Exclusion	[60 days after mailing of the Class Notice]
4		
5	d. Deadline for Class Members to submit any Objections to Settlement	[60 days after mailing of the Class Notice]
6		
7	e. Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[7 days prior to Final Approval and Fairness Hearing]
8		
9	f. Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
10		
11	g. Final Approval and Fairness Hearing (the Court's first available date after June 15, 2022)	<u>June 17</u> , 2022 at <u>8:30</u> a.m./p.m.
12		
13		

14 14. If any of the dates in this Implementation Schedule falls on a weekend, bank or
15 court holiday, the time to act shall be extended to the next business day.

16 15. The Court shall retain jurisdiction over the Action for all purposes pursuant to
17 California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms
18 of the Settlement.

19 **IT IS SO ORDERED.**

20
21 Dated: 1/14/22

21 
22 Hon. ~~Mark O. Anderson~~ Thomas W. Wills
23 Judge of the Superior Court, Monterey County