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FILED
Superior Court of California
County of Los Angeles
08/21/2024
David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

Attorneys for Plaintiff, MARIA DEL CARMEN NOLASCO JIMENEZ,
on behalf of herself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MARIA DEL CARMEN NOLASCO
JIMENEZ, an individual and on behalf of all
others similarly situated,

Plaintiff,

v.

ROUTE 66 POST ACUTE LLC AGENCY,
LLC., a California limited liability
company; CRYSTAL SOLARZANO, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 23STCV03441

[Assigned to the Hon. Laura A. Seigle in Dept.
17]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiff Maria del Carmen Nolasco Jimenez
2 (“Plaintiff”) for Preliminary Approval of Class and Representative Action Settlement and
3 Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”),
4 the Declarations of Brandon M. Chang, David D. Bibiyan, Plaintiff and Sean Hartranft, the Class
5 and PAGA Settlement Agreement (“Settlement,” Agreement” or “Settlement Agreement”), the
6 proposed Notice of Proposed Class and Representative Action Settlement and Date for Final
7 Approval Hearing (“Class Notice”), and other documents submitted in support of the Motion for
8 Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members” or “Class Members”) for the purpose of settlement only: all persons currently or
13 formerly employed by defendants Route 66 Post Acute, LLC, and Crystal Solarzano (collectively,
14 “Defendants”), as non-exempt, hourly-paid employees, at any time during the period from February
15 23, 2021 through November 7, 2023 (“Class Period”) in the State of California.

16 3. The Court preliminarily appoints the named plaintiff Maria del Carmen Nolasco
17 Jimenez as Class Representative, and David D. Bibiyan of Bibiyan Law Group, P.C., as Class
18 Counsel.

19 4. The Court preliminarily approves the proposed class settlement upon the terms and
20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
21 settlement appears to be within the range of reasonableness of settlement that could ultimately be
22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
23 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
24 probable outcome of further litigation relating to liability and damages issues. It further appears that
25 extensive and costly investigation and research has been conducted such that counsel for the parties
26 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
27 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
28 delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the settlement has been reached as the result of intensive, non-collusive and arms-length
2 negotiations utilizing an experienced third-party neutral.

3 5. The Court approves, as to form and content, the Class Notice that has been submitted
4 herewith.

5 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
6 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
7 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
8 with the requirements of law and appears to be the best notice practicable under the circumstances.

9 7. The Court hereby preliminarily approves the definition and disposition of the Gross
10 Settlement Amount of \$200,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
11 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement
12 Agreement, amounts to \$70,000.00, in addition to actual costs incurred of up to \$20,000.00; service
13 award of up to \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$8,890.00
14 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$10,000.00, of
15 which \$7,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA")
16 and \$2,500.00 (25%) to "Aggrieved Employees," defined as Class Members employed by
17 Defendants as hourly-paid, non-exempt employees during the period from February 15, 2022
18 through November 7, 2023 ("PAGA Period") in the State of California.

19 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
20 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

21 9. Class Member's "Workweek" shall mean any week during which a Class Member
22 was employed by and worked for the Defendants in a non-exempt, hourly position during the Class
23 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as
24 applicable).

25 10. Defendants represent that there are no more than approximately 12,513 Workweeks
26 worked from February 23, 2021 through September 8, 2023. In the event the number of Workweeks
27 worked during the Class Period increases by more than 10%, or an additional 1,252 Workweeks,
28 then Defendants shall, in its sole discretion, have the option to either: (1) de-escalate the Settlement

1 so that the Class Period ends on the date that the Workweek count totals 13,764; or (2) permit the
2 GFV to be increased proportionally by the Workweeks in excess of 13,764 Workweeks multiplied
3 by the per workweek value. The Workweek Value shall be calculated by dividing the GFV by
4 12,513. The Parties agree that the Workweek Value amounts to \$15.98 per Workweek (\$200,000 /
5 12,513 Workweeks). Thus, for example, should there be 14,000 Workweeks in the Class Period,
6 then the GFV shall be increased by \$3,771.28 (14,000 Workweeks – 13,764 Workweeks x
7 \$15.98/Workweek).

8 11. The Court deems Apex Class Action (“Apex” or “Settlement Administrator”), the
9 settlement administrator, and payment of administrative costs, not to exceed \$8,890.00 out of the
10 Gross Settlement Amount for services to be rendered by Apex on behalf of the class.

11 12. Before the date by which Plaintiff is required to file the Motion for Final Approval
12 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
13 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
14 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
15 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
16 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
17 number of written objections and attach the Exclusion List.

18 13. Not later than 7 days after the Court grants Preliminary Approval of the Settlement,
19 Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a
20 Microsoft Excel spreadsheet. “Class Data” means Class Member identifying information in
21 Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known
22 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5)
23 the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).
24 To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in
25 confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and
26 restrict access to the Class Data to Administrator employees who need access to the Class Data to
27 effect and perform under the Agreement.

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1 14. No later than three (3) business days after receipt of the Class Data, the Administrator
2 shall notify Class Counsel that the list has been received and state the number of Class Members,
3 PAGA Members, Workweeks, and Pay Periods in the Class Data.

4 15. Before mailing Class Notices, the Administrator shall update Class Members' addresses
5 using the National Change of Address database. "Class Member Address Search" means the
6 Administrator's investigation and search for current Class Member mailing addresses using all
7 reasonably available sources, methods and means including, but not limited to, the National Change
8 of Address database, skip traces, and direct contact by the Administrator with Class Members.

9 16. Using best efforts to perform as soon as possible, and in no event later than 14 days
10 after receiving the Class Data, the Administrator will send to all Class Members identified in the
11 Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish
12 translation, substantially in the form attached to this Agreement as Exhibit "A."

13 17. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
14 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
15 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
16 his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after
17 having been returned undeliverable to the Administrator shall have an additional 15 days beyond
18 the Response Deadline has expired.

19 18. Class Members who wish to exclude themselves from (opt-out of) the Class
20 Settlement must send the Administrator, by fax, email or mail, a signed written Request for
21 Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional
22 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
23 from a Class Member or his/her representative that reasonably communicates the Class Member's
24 election to be excluded from the Settlement and includes the Class Member's name, address and
25 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
26 emailed or postmarked by the Response Deadline.

27 19. Every Class Member who does not submit a timely and valid Request for Exclusion
28 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and

1 bound by all terms and conditions of the Settlement, including the Participating Class Members’
2 Releases under Paragraphs 5.2 and 5.3 of the Agreement, regardless of whether the Participating
3 Class Member actually receives the Class Notice or objects to the Settlement.

4 20. Each Class Member shall have 45 days after the Administrator mails the Class Notice
5 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
6 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
7 Class Notice. The Class Member may challenge the allocation by communicating with the
8 Administrator via fax, email, or mail.

9 21. Only Participating Class Members may object to the class action components of the
10 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
11 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
12 and/or Class Representative Service Payment. Participating Class Members may send written
13 objections to the Administrator, by fax, email or mail. In the alternative, Participating Class
14 Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections
15 at the Final Approval Hearing. A Participating Class Member who elects to send a written objection
16 to the Administrator must do so not later than 45 days after the Administrator’s mailing of the Class
17 Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

18 22. If a Class Member submits both an objection and a Request for Exclusion, the
19 Request for Exclusion will control and the Objection will be overruled.

20 23. All papers filed in support of final approval, including supporting documents for
21 attorneys’ fees and costs, shall be filed by Ö&ZG FÖEG.

22 24. A Final Approval Hearing shall be held with the Court on Pa FÖFÖEG Á
23 at J. €€€ in Department 17 of the above-entitled Court to determine: (1) whether the proposed
24 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
25 amount of attorneys’ fees and costs to be awarded to Class Counsel; (3) the amount of service award
26 to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the
27 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

28 25. Individual Settlement Payment checks shall remain valid and negotiable for one

1 hundred and eighty (180) calendar days after the date of their issuance. Thereafter, checks for such
2 payments shall be canceled and funds associated with such checks shall be transmitted to the
3 California Controller's Office, Unclaimed Property Fund.

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5 **IT IS SO ORDERED.**

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7 Dated: 08/21/2024



Laura Seigle

Judge of the Superior Court
Laura A. Seigle / Judge

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