

FILED
Superior Court of California
County of Sacramento
05/02/2025
V. Aleman, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

LEAH MALAPIT, INFINITY PRICE,
LAURA MACIAS, and LIWANAG LINANG,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated, and on
behalf of the State of California, as private
attorneys general,

Plaintiff,

vs.

ED DAVID CARE HOMES, INC., a
corporation; AIM HIGHER,
INCORPORATED, a corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: 23CV012773

**~~PROPOSED~~ PRELIMINARY
APPROVAL ORDER**

Hearing Date: May 2, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Lauri A Damrell

Dept: 22

Date Filed: December 5, 2023

Trial Date: Not set

This matter came before the Honorable Lauri A Damrell of the Superior Court of the State of California, in and for the County Sacramento, on May 2, 2025, for hearing on the unopposed motion by Plaintiffs Leah Malapit, Infinity Price, Laura Macias and Liwanag Linang ("Plaintiffs")

PRELIMINARY APPROVAL ORDER

1 for preliminary approval of the Settlement with Defendant Ed David Care Homes, Inc.
2 (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
3 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
4 Preliminary Approval of Class Action Settlement.

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6 **IT IS HEREBY ORDERED:**

7 1. The Court preliminarily approves the Class Action and PAGA Settlement
8 Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
9 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
10 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
11 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
12 Procedure and California Rules of Court, rule 3.769.

13 2. This Order incorporates by reference the definitions in the Agreement, and all
14 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

15 3. The Gross Settlement Amount is Four Hundred Seventy-Five Thousand Dollars
16 (\$475,000). It appears to the Court on a preliminary basis that the settlement amount and terms
17 are fair, adequate, and reasonable as to all potential Class Members when balanced against the
18 probable outcome of further litigation and the significant risks relating to certification, liability and
19 damages issues. It further appears that investigation and research have been conducted such that
20 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
21 to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as
22 avoid the delay and risks that would be presented by the further prosecution of the Action. It
23 further appears that the Settlement has been reached as the result of serious and non-collusive,
24 arm’s-length negotiations.

25 4. The Court preliminarily finds that the Settlement appears to be within the range of
26 reasonableness of a settlement that could ultimately be given final approval by this Court. The
27 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
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1 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
2 reasonable when balanced against the probable outcome of further litigation and the significant
3 risks relating to certification, liability, and damages issues.

4 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
5 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$28,000, and
6 proposed Class Representative Service Payments to each of the Plaintiffs in an amount not more
7 than \$10,000. The Court will not approve the amounts of attorneys' fees and costs, nor the
8 amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to
9 present evidence supporting these requests, including lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
11 certification of a class for settlement purposes only. This stipulation will not be deemed
12 admissible in this or any other proceeding should this Settlement not become final. For settlement
13 purposes only, the Court conditionally certifies the Class which consists of "all non-exempt
14 employees who are or previously were employed by Defendant in California at any time during
15 the Class Period." The "Class Period" is December 6, 2019 through March 11, 2025.

16 7. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
22 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
23 class action is superior to other available methods for the efficient adjudication of this controversy;
24 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
25 adequate representatives of the Class.

26 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
27 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

1 9. The Agreement provides for a PAGA Penalties payment out of the Gross
2 Settlement Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce
3 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
4 paid under this Agreement pursuant to the PAGA and \$2,500 to the Aggrieved Employees. The
5 “Aggrieved Employees” are all non-exempt employees who are or previously were employed by
6 Defendant in California at any time during the PAGA Period (September 12, 2022 through March
7 11, 2025). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA has been provided
8 notice of the Agreement and these settlement terms. The Court finds these PAGA Penalties to be
9 reasonable.

10 10. The Court hereby approves, as to form and content, the Class Notice attached to the
11 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
12 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
13 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
14 and opportunity to object to the Settlement. The Court further finds that the distribution of the
15 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
16 the requirements of due process, is the best notice practicable under the circumstances, and shall
17 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
18 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
19 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
20 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
21 address for the Class Member no later than seven (7) days after the receipt of the undelivered
22 Class Notice.

23 11. The Court hereby appoints Apex Class Action as the Administrator. No later than
24 fifteen (15) business days after this Order, Defendant will provide the Class Data to the
25 Administrator. The Administrator will perform address updates and verifications as necessary
26 prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later
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1 than fourteen (14) days after receiving the Class Data, the Administrator will mail the Class Notice
2 Packet to all Class Members via first-class regular U.S. Mail to their last known address.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion
4 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
5 from the Class as provided in the Class Notice by following the instructions for requesting
6 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
7 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
8 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline
9 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
10 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
11 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
12 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
13 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
14 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
15 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
16 group, class, or subclass of individuals is not permitted and will be deemed invalid.

17 13. Any Class Member who has not opted out may appear at the final approval hearing
18 and may object or express the Member’s views regarding the Settlement and may present evidence
19 and file briefs or other papers that may be proper and relevant to the issues to be heard and
20 determined by the Court as provided in the Class Notice. Class Members will have until the
21 Response Deadline to submit their written objections to the Administrator. Written objections
22 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
23 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
24 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
25 Hearing to make an oral objection.

26 14. A final approval hearing shall be held before this Court on ~~September 26, 2025~~ ^{U&F à^!ÁH} at
27 9:00 a.m. in Department 22 at the Gorden D. Schaber Courthouse of the Sacramento County
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1 Superior Court to hear the motion for final approval and for attorneys' fees and costs, and to
2 determine all necessary matters concerning the Settlement, including: whether the proposed
3 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
4 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
5 Order and Judgment should be entered herein; whether the plan of allocation contained in the
6 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
7 finally approve attorneys' fees and costs, service award, and the expenses of the Administrator.
8 All papers in support of the motion for final approval and for attorneys' fees, costs and service
9 awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days
10 before the hearing and the motion shall be heard at this final approval hearing.

11 15. Neither the Settlement nor any exhibit, document, or instrument delivered
12 thereunder shall be construed as a concession or admission by Defendant in any way that the
13 claims asserted have any merit or that this Action was properly brought as a class or representative
14 action, and shall not be used as evidence of, or used against Defendant as, an admission or
15 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
16 omission by Defendant or with respect to the truth of any allegation asserted by any person.
17 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
18 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
19 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
20 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
21 evidence of a presumption, concession, indication or admission by Defendant of any liability,
22 fault, wrongdoing, omission, concession or damage.

23 16. In the event the Settlement does not become effective in accordance with the terms
24 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
25 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
26 and the Parties shall revert to their respective positions as of before entering into the Agreement,
27 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
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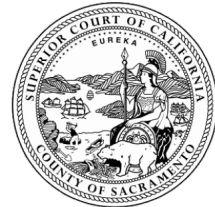
1 including all available defenses and affirmative defenses, and arguments that any claim in the
2 Action could not be certified as a class action and/or managed as a representative action. In such
3 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
4 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
5 the Agreement with respect to the effect of the Agreement if it is not approved.

6 17. The Court reserves the right to adjourn or continue the date of the final approval
7 hearing and all dates provided for in the Agreement without further notice to Class Members and
8 retains jurisdiction to consider all further applications arising out of or connected with the
9 proposed Settlement.

10 **IT IS SO ORDERED.**

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12 Dated: 1 FEB 2021





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14 HON. LAURI A. DAMRELL
15 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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