

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Tani G. Cantil-Sakauye Courthouse, Department 8A

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: T. Shaddix

Court Attendant: M. Aria

CSR: None

24CV016805

September 4, 2026

9:00 AM

AUSTERO

vs

THE REUTLINGER COMMUNITY, et al.

MINUTES

APPEARANCES:

No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

There being no request for oral argument, the Court affirmed the tentative ruling.

TENTATIVE AFFIRMED

Plaintiff Marie Austero's ("Plaintiff") motion for preliminary approval of class and representative action settlement is UNOPPOSED and GRANTED as follows.

Overview

On August 23, 2024, Plaintiff filed this wage and hour class action against Defendants the Reutlinger Community and Eskaton (collectively "Defendants"), alleging the following causes of action: (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime wages; (3) failure to provide and/or make available meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; and (7) unlawful business practices.

On August 8, 2024, Plaintiff filed a separate complaint against Defendants alleging two causes of action for civil penalties under the Private Attorneys General Act ("PAGA") (Case No. 24CV020405) (the "PAGA Action").

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Related Actions

On December 18, 2024, Defendants filed a Notice of Related Case identifying multiple related actions pending against Defendants, including (1) *Toby Butisbauch, et al. v. Eskaton Properties*, Siskiyou County Superior Court, Case No. 24CV08236 (the “*Butisbauch* Action”); (2) *Amber Morton, et al. v. Eskaton Properties, et al.*, Sacramento County Superior Court, Case No. 24CV020375 (“the *Morton* Action”); *Edward K. Sung v. California Healthcare Consultants, et al.*, San Mateo County Superior Court, Case No. 24 CIV-06650 (the “*Sung* Action”); *Findora v. Eskaton Properties*, Sacramento County Superior Court, Case No. 24CV015980; and *Findora v. Eskaton Properties*, Sacramento County Superior Court Case No. 24CV015917 (“the *Findora* Action”); *Austero v. Eskaton, et al.*, Sacramento Superior Court, Case No. 24CV016805; and *Austero v. Eskaton, et al.*, Sacramento Superior Court, Case No. 24CV020405, (“the *Austero* Action”) (collectively the “Related Actions.”) (Morelli Decl. ¶ 16.)

On July 11, 2025, following a case management conference in the PAGA Action, the Court noted that there were several related cases pending in Sacramento, Siskiyou, and San Mateo Counties, and the Court consolidated the cases pending in *this* Court; the Court consolidated this action with the PAGA Action for all purposes. (See 7/11/25 Order, in the PAGA Action.)^[1]

Mediation/Discovery

Plaintiff’s counsel states that on May 30, 2025, Plaintiff participated in a global mediation with mediator Eve Wagner, Esq., and reached a resolution as to the claims alleged against Eskaton. (Morelli Decl. ¶ 18.) Plaintiff’s counsel represents that for purposes of seeking approval of settlement with Eskaton, a consolidated complaint was filed in the *Butisbauch* Action on March 11, 2026, incorporating all claims asserted against Eskaton in the *Austero* Action. (*Ibid.*)

The Parties engaged in formal and informal discovery, which included a class list identifying the proposed putative Class Members, Plaintiff’s personnel file, payroll and timekeeping data, paystubs, employee timesheets, manual payroll check forms, time card adjustment sheets, sick pay request forms, time-off and vacation slips, employee handbooks, information regarding the total number of workweeks worked by the putative Class Members, total number of potential Aggrieved Employees, and the applicable PAGA periods. (*Id.* at ¶¶ 19, 31.)

On January 9, 2026, the Parties participated in mediation of the *Austero* Action against Defendant Reutlinger Community with mediator Tagore Subramaniam which resulted in a settlement. (*Id.* at ¶ 20.)

Settlement

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

The Parties entered into a written settlement agreement and now move for preliminary approval of the class and representative settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement. (Morelli Decl. ¶ 4, Exh. A (“Agreement”).)

The Court notes, that based upon Plaintiff’s counsel’s supporting declaration, it appears that Plaintiff’s claims against Eskaton were to be resolved in the *Butisbauch* Action, and Plaintiff’s settlement pending approval was to be between Plaintiff and Defendant Reutlinger Community. (See Morelli Decl. ¶¶ 18 & 20.) However, pursuant to the terms of the Agreement: “This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Marie Austero (“Plaintiff”) and defendants The Reutlinger Community and Eskaton, Inc., (“Defendants”).” (Agreement, p. 1 [emphasis added].) Further, there does not appear to be any request for dismissal or amended pleading filed in this action indicating the dismissal of Eskaton.

Accordingly, the Court construes this motion for preliminary approval to be between Plaintiff and both Defendants (the Reutlinger Community and Eskaton). **While the Court grants this motion for purposes of preliminary approval, in the final approval motion the Parties shall address Plaintiff’s counsel’s statement regarding the resolution of Plaintiff’s claims against Eskaton in the *Butisbauch* Action (Morelli Decl. ¶ 18) and what impact, if any, this has on the instant settlement approval motion.**

Settlement Class Certification

Plaintiff moves to certify the following Class: all persons currently or formerly employed by Defendant as a non-exempt employee in the State of California at any time from July 2, 2022 through the date of preliminary approval. (Agreement ¶¶ 1.5, 1.12.) There are approximately 334 Class Members. (*Id.* at ¶ 4.1.) The Parties stipulated to certification for settlement purposes. (*Id.* at ¶ 11.1.) The Court finds, based on the moving papers, that Plaintiff has established the requisites for class certification. Accordingly, the Court preliminarily certifies the proposed Class for settlement purposes only.

Aggrieved Employees

An Aggrieved Employee is defined to mean, “all persons currently or formerly employed by Defendant as a non-exempt employee in the State of California at any time during the PAGA Period.” (Agreement ¶ 1.4.) The PAGA Period is defined to mean August 4, 2023 to January 9, 2026. (*Id.* at ¶ 1.31.) Aggrieved Employees will receive an Individual PAGA Payment regardless of whether they opt out of the settlement’s class component. (*Id.* at ¶ 4.4.1, Exh. 1 (“Class Notice”) at p. 2.) Plaintiff’s counsel gave notice of the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

settlement to the Labor and Workforce Development Agency (“LWDA”). (Morelli Decl. ¶ 21, Exh. C.)

Class Representative

Plaintiff is preliminarily appointed as Class Representative for settlement purposes only. **Plaintiff must submit a declaration with the final approval motion that details the work performed in this case, including the approximate amount of time spent on the case.** (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 805-807.)

Class Counsel

The Court preliminarily appoints Schneider Wallace Cottrell Kim LLP as Class Counsel for settlement purposes only.

Settlement Administrator

The Court approves Apex Class Action Administration as Settlement Administrator.

Fair, Adequate, and Reasonable Settlement

The Court must find a settlement is “fair, adequate, and reasonable” before approving a class action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) In making its fairness determination, the Court considers the strength of the Plaintiff’s case, the risk, expenses, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, and the experience and views of counsel. (*Id.* at p. 1801.) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

This is a non-reversionary, opt out settlement. Defendants will pay a Gross Settlement Amount (“GSA”) of \$650,000. (Agreement, ¶ 1.22 & 3.1.) Defendants will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (*Id.* at ¶ 3.1) The following will be paid out of the GSA: (1) a service payment to Plaintiff of not more than \$10,000; (2) attorneys’ fees award equaling not more than 1/3 of the GSA (estimated to be \$214,500) and litigation expenses payment not to exceed \$50,000 to Class Counsel; (3) settlement administration costs not to exceed \$7,250, absent good cause; (4) Individual Settlement Award payments; and (5) a PAGA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Penalty of \$33,500 – 65% of which (\$21,125) will be paid to the LWDA and 35% of which (\$11,375) will be allocated to Aggrieved Employees. (*Id.* at ¶¶ 3.1-3.3.)

For tax purposes, Individual Class Payments shall be allocated as 15% wages and 85% as interest and penalties. (*Id.* at ¶ 3.2.4.1.) PAGA payments will be treated as penalties. (Notice p. 5.) Class Members have 45 days to respond to the Class Notice, with an additional 15 days for Class Members whose Class Notice was re-mailed. (Agreement ¶¶ 1.4.3 & 7.7.2.) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Parties' designated *cy pres* recipient, Legal Aid at Work, which provides legal services assisting low-income, working families and promotes better understanding of the conditions, policies, and institutions that affect the well-being of workers and their families and communities. (*Id.* at ¶ 4.4.3.)

The Settlement will yield an average gross recovery of approximately \$1,946.10 for each of the estimated 334 Class Members. (Morelli Decl. ¶ 40.)

Disposition

The Court preliminarily finds that all relevant factors support settlement approval. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.) The papers demonstrate the settlement was reached after arms-length bargaining between the parties and was reached after sufficient discovery and negotiations, which allowed the Parties, and therefore, this Court, to act intelligently with respect to the settlement.

Class Counsel conducted an investigation into the facts and law and issues in this case, including the exchange of informal discovery and the review of relevant information. The settlement appears to be within the “ballpark of reasonableness.” (Morelli Decl. ¶¶ 29-41.) Therefore, the motion is GRANTED.

The Court also approves the proposed Class Notice. The Notice shall be disseminated as provided in the Agreement.

The Final Approval Hearing will take place on February 5, 2027, at 9:00 a.m., in Department 8A.

The Court will sign the Proposed Order submitted with the moving papers. The Court will fill in the hearing date for the Final Approval Hearing in paragraph 12.

Plaintiff must include any request for attorneys' fees, costs, and the service award in the final approval motion, *not* a separately filed motion.

Counsel for Plaintiff is directed to notice all parties of this order.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

^[1] The Court also consolidated *Findora v. Eskaton Properties* (Case No. 24CV015917) and *Findora v. Eskaton Properties* (Case No. 24CV015980).

Hearing on Motion for Final Approval of Settlement is scheduled for 02/05/2027 at 09:00 AM in Department 8A at Tani G. Cantil-Sakauye Courthouse.

/s/ T. Shaddix

T. Shaddix, Deputy Clerk

By:

Minutes of: 09/04/2026

Entered on: 09/04/2026