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LAW AND MOTION DEPT 03/54  
SUPERIOR COURT  
OF CALIFORNIA  
SACRAMENTO COUNTY

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SACRAMENTO

NAOMI FARFAN, LOLLIE WEBSTER,  
individually and on behalf of other members  
of the general public similarly situated,

Plaintiffs,

vs.

SSC CARMICHAEL OPERATING  
COMPANY LP (dba) MISSION  
CARMICHAEL HEALTHCARE CENTER;  
SSC CARMICHAEL OPERATING GP,  
LLC; SSC CARMICHAEL  
MANAGEMENT COMPANY LP;  
SAVASENIORCARE ADMINISTRATIVE  
SERVICES, LLC; SAVASENIORCARE,  
LLC; SAVASENIORCARE CONSULTING,  
LLC; SSC SAN JOSE OPERATING  
COMPANY LP (dba) COURTYARD CARE  
CENTER; SSC PITTSBURG OPERATING  
COMPANY LP (dba) DIAMOND RIDGE  
HEALTHCARE CENTER; SSC OAKLAND  
EXCELL OPERATING COMPANY LP  
(dba) EXCELL HEALTH CARE CENTER;  
and SSC TARZANA OPERATING  
COMPANY LP (dba) TARZANA HEALTH  
& REHABILITATION CENTER

Defendants.

Case No.: 34-2020-00278767

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Date:** September 24, 2020

**Time:** 1:30 p.m.

**Dept.:** 53

Reservation No. 2526442

Aug 2 - 2020  
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1 This matter came before the Court on September 10, 2020, at 1:30 p.m., with Edward J.  
2 Wynne, Wynne Law Firm, and Bryan J. McCormack, McCormack Law Firm, respectively,  
3 appearing as counsel for Plaintiffs Naomi Farfan and Lollie Webster individually and on behalf  
4 of a putative class, and Michael Nader, Ogletree, Deakins, Nash, Smoak & Stewart, P.C.,  
5 appearing as counsel for Defendants SSC Carmichael Operating Company, LP, et al. The Court,  
6 having carefully considered the briefs, arguments of counsel and all matters presented to the  
7 Court and good cause appearing therefore,

8 **IT IS HEREBY ORDERED THAT:**

9 1. This Court preliminarily approves the Joint Stipulation of Class Action Settlement  
10 and PAGA Settlement (“Settlement” or “Settlement Agreement”) and finds that the Settlement is  
11 within the range of reasonableness as to both the Class Members and Defendants, and that it is  
12 the product of good faith, arm’s-length negotiations between Plaintiffs and Defendants  
13 (collectively, “Parties”).

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

17 3. It appears to the Court on a preliminary basis that: (a) the non-reversionary  
18 settlement amount is fair and reasonable to the Class Members when balanced against the  
19 probable outcome of further litigation relating to class certification, liability and damages issues  
20 and potential appeals; (b) significant investigation, research, formal and informal discovery,  
21 analysis, and litigation have been conducted such that counsel for the Parties at this time are able  
22 to reasonably evaluate their respective positions; (c) settlement at this time will avoid substantial  
23 costs, delay and risks that would be presented by the further prosecution of the litigation; and (d)  
24 the proposed Settlement has been reached as the result of intensive, serious and non-collusive  
25 negotiations between the Parties facilitated by an experienced mediator.







1 be bound by all terms of the Settlement and the Final Judgment entered in this Action, regardless  
2 of whether they otherwise have requested exclusion from the Settlement.

3 18. Any person who wishes to object to the Settlement shall notify the Court, with  
4 service to Class Counsel, and defense counsel, in writing of his or her intent to object to the  
5 Settlement by following the procedures set forth in the Notice. The objection must be mailed to  
6 the Settlement Administrator by the Response Deadline. The date of mailing on the envelope  
7 shall be deemed the exclusive means for determining that a Notice of Objection was timely  
8 received. Any objection to the proposed settlement must be signed by the Settlement Class  
9 Member and state: (1) the full name of the Settlement Class Member including last four digits of  
10 the Class Member's social security number and/or Employee ID number; (2) the case name and  
11 number; (3) the basis for the objection; and (4) if the Settlement Class Member intends to appear  
12 at the final approval hearing.

13 19. Prior to the Final Approval and Fairness Hearing, the Settlement Administrator  
14 shall file a declaration under penalty of perjury advising the Court with a complete list of all  
15 members of the Class who have timely requested exclusion from the Settlement.

16 **FINAL APPROVAL**

17 20. As part of the Motion for Final Approval, in addition to approval of the  
18 Settlement generally, Class Counsel will seek approval of their Fees and Expenses, the Named  
19 Plaintiff Awards, and the Administration Costs.

20 21. The Final Approval hearing shall be held on Jan. 28, 2021 at 1:30  
21 P.m. in Department 53, to determine whether the proposed Settlement is fair, adequate,  
22 reasonable, and should be approved, and to determine the Fee and Cost Awards.

23 22. Should the proposed Settlement be approved, following the Final Approval  
24 Hearing, the Court shall enter judgment in accordance with the Settlement that will adjudicate  
25 the rights of all Settlement Class Members and Aggrieved Employees, including the named  
26 Plaintiff.

