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LAW AND MOTION REPTIOS/54 SUPERIOR SOURT OF CALFORNIA SAGRAMENTO COSHTY

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.

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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



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

IT IS HEREBY ORDERED THAT:

- 1. This Court preliminarily approves the Joint Stipulation of Class Action Settlement and PAGA Settlement ("Settlement" or "Settlement Agreement") and finds that the Settlement is within the range of reasonableness as to both the Class Members and Defendants, and that it is the product of good faith, arm's-length negotiations between Plaintiffs and Defendants (collectively, "Parties").
- This Order incorporates by reference the definitions in the Settlement Agreement,
 and all terms defined therein shall have the same meaning as set forth in the Settlement
 Agreement.
- 3. It appears to the Court on a preliminary basis that: (a) the non-reversionary settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues and potential appeals; (b) significant investigation, research, formal and informal discovery, analysis, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (c) settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation; and (d) the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations between the Parties facilitated by an experienced mediator.

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CLASS CERTIFICATION REQUIREMENTS

4. The Court hereby conditionally certifies the proposed Class contained in the Settlement Agreement and conditionally finds that, solely for the purposes of approving this Settlement and for no other purpose and with no other effect on this litigation, the proposed Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382, including that: (a) the proposed class is ascertainable and so numerous that joinder of all members of the class is impractical; (b) there are predominant questions of law or fact common to the proposed class, and there is a well-defined community of interest among the members of the proposed class with respect to the subject matter of the litigation; (c) the claims of Representative Plaintiffs Naomi Farfan and Lollie Webster are typical of the claims of the Class Members; (d) Representative Plaintiffs Naomi Farfan, Lollie Webster, and Class Counsel will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for an efficient method of adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Representative Plaintiffs in their individual and representative capacities.

For the purposes of this Settlement, the Class Members are defined as follows: all individuals who were employed by Defendants as non-exempt hourly employees in the State of California in the following locations in California: (a) SSC Carmichael Operating Company LP (dba) Mission Carmichael HealthCare Center; (b); SSC San Jose Operating Company LP (dba) Courtyard Care Center; (c) SSC Pittsburg Operating Company LP (dba) Diamond Ridge Healthcare Center; (d) SSC Oakland Excell Operating Company LP (dba) Excel Health Care Center; and (e) SSC Tarzana Operating Company LP (dba) Tarzana Health & Rehabilitation Center at any time during from February 25, 2017 to June 17, 2020.

5. The Gross Settlement Value is Nine Hundred Forty Two Thousand Five Hundred Dollars, \$942,500.

- 6. The Court finds Edward J. Wynne, Wynne Law Firm, and Bryan J. McCormack, McCormack Law Firm, to be experienced and proficient in class action proceedings that they may act as Class Counsel.
- 7. The Court appoints Representative Plaintiffs Naomi Farfan and Lollie Webster as Class Representatives.

SETTLEMENT ADMINISTRATOR

8. The Court appoints Phoenix Settlement Services as Settlement Administrator to carry out the Administration duties as set forth in the Settlement.

NOTICE

- 9. The Court finds that the proposed "Settlement Class Notice" ("Notice") attached to the Settlement Agreement as Exhibit 1, fairly, plainly and adequately advises Class Members of (i) the terms of the Settlement; (ii) the automatic distribution of the Individual Settlement Payment to Settlement Class Members; (iii) the amount of the Individual Settlement Payment expected to be paid; (iv) how to dispute the number of workweeks upon which their Individual Settlement Payments will be based; (v) the Released Claims; (vi) the conditional certification of the class; (vii) the Preliminary Approval of the Settlement; (viii) the procedures for submitting a valid Exclusion Request to opt out of the Class; (ix) the procedures for objecting to the Settlement and appearing at the Final Approval Hearing; and (x) the date set for the Final Approval Hearing. The Court further finds that the Notice clearly comports with all constitutional requirements, including those of due process.
 - 10. The Court hereby APPROVES the Notice.
- 11. Notice shall be provided to the Class Members as set forth in the Settlement.

 Defendant will provide the Settlement Administrator with each Class Member's full name; social security number; last known address; and information sufficient to calculate the number of workweeks for all Class Members during the Class Period (the "Class Data") within 14 days after Preliminary Approval. The Class List shall be in a Microsoft Excel spreadsheet.

- 12. The Settlement Administrator shall mail a copy of the Notice within 14 days after receiving the Class Data.
- 13. The Court further finds that the mailing of the Notice to Class Members at their last known addresses as specifically described within the Agreement, with measures taken for verification of addresses and skip tracing set forth therein, constitutes an effective method of notifying Class Members of their rights with respect to the class action, the Settlement, their right to request exclusion from the Class.

EXCLUSIONS/OPT-OUTS

- 14. The Court hereby APPROVES the proposed procedure for exclusion or opting out of the Class. Each Class Member will have 45 days after the date on which the Settlement Administrator mails the Notice per the procedure outlined in the Settlement Agreement.
- 15. Class Members may opt out of the Settlement. Class Members who wish to exercise this option must timely submit a request for exclusion to the Settlement Administrator postmarked by the Response Deadline. The request for exclusion must (1) contain the name, address, and last four digits of the Social Security Number and/or Employee ID number of the person requesting exclusion; (2) be signed by the Class Member; (3) must be signed by the Class Member; and (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the Settlement Agreement of the class action lawsuit involving Sava Senior Care filed in the Superior Court of California, County of Sacramento."
- 16. No request for exclusion may be made on behalf of a group of members of the Class.
- 17. By submitting such a request for exclusion, a Class Member shall be deemed to have exercised his or her option to opt out of the class action lawsuit. Any member of the Class who requests exclusion from the Settlement will not be entitled to any share of the Settlement, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Members of the Class who fail to submit a valid and timely request for exclusion shall

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

- 18. Any person who wishes to object to the Settlement shall notify the Court, with service to Class Counsel, and defense counsel, in writing of his or her intent to object to the Settlement by following the procedures set forth in the Notice. The objection must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. Any objection to the proposed settlement must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member including last four digits of the Class Member's social security number and/or Employee ID number; (2) the case name and number; (3) the basis for the objection; and (4) if the Settlement Class Member intends to appear at the final approval hearing.
- 19. Prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall file a declaration under penalty of perjury advising the Court with a complete list of all members of the Class who have timely requested exclusion from the Settlement.

FINAL APPROVAL

- 20. As part of the Motion for Final Approval, in addition to approval of the Settlement generally, Class Counsel will seek approval of their Fees and Expenses, the Named Plaintiff Awards, and the Administration Costs.
- 21. The Final Approval hearing shall be held on 28,202) at 13. m. in Department 53, to determine whether the proposed Settlement is fair, adequate, reasonable, and should be approved, and to determine the Fee and Cost Awards.
- 22. Should the proposed Settlement be approved, following the Final Approval Hearing, the Court shall enter judgment in accordance with the Settlement that will adjudicate the rights of all Settlement Class Members and Aggrieved Employees, including the named Plaintiff.

- 23. IT IS FURTHER ORDERED that if for any reason the Court does not execute and file an Order Granting Final Approval, the Settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement, and this Order shall be rendered null and void and shall be vacated.
- 24. IT IS FURTHER ORDERED that pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement are stayed.

IT IS SO ORDERED.

SEP 29 2020 Dated:

DAVID I. BROWN

_HON. DAVID BROWN Superior Court Judge Sacramento County