

FILED
Superior Court of California
County of Alameda
08/04/2023
Clad Flake, Executive Officer / Clerk of the Court
By: S. Clark Deputy
S. Clark

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

KHAYO SISHI, SANDEEP PUREWAL,
VANESSA BARBER, and CHERRA REDD on
behalf of the Putative Class, the State of
California and Aggrieved Employees;

Plaintiffs,

v.

ESKATON PROPERTIES INCORPORATED,
CALIFORNIA HEALTHCARE
CONSULTANTS, INC., and DOES 1-100,
inclusive;

Defendants.

Case No.: RG21100764

Hon. Eumi Lee
Dept. 512

**~~[PROPOSED]~~ AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING FINAL JUDGMENT**

Date: August 4, 2023
Time: 9:30 a.m.
Dept.: 512

Complaint Filed: June 2, 2021

1 The Motion for Final Approval of Class Action Settlement filed by Plaintiffs Khayo Sishi,
2 Sandeep Purewal, Vanessa Barber, and Cherra Redd, on behalf of themselves and all others similarly
3 situated (“Plaintiffs”), came before this Court on August 4, 2023, at 9:00 a.m. for hearing and Order
4 of Final Approval and Judgment. Consistent with the Court’s Order re: Hearing on Motion – Other
5 Preliminary Approval of Settlement (“Preliminary Approval Order”) entered on January 20, 2023 and
6 the Class Action Settlement Agreement and Release, and Addendum A, Addendum B, and Addendum
7 C thereto (collectively the “Settlement”), due and adequate notice having been given to all Class
8 Members, and having considered all papers filed and proceedings had herein, and otherwise being
9 fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND**
10 **DECREEED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Settlement;
12 2. This Court has continuing jurisdiction over the subject matter of this Action and over
13 all Parties to this Action, including all Settlement Class Members, until the Settlement is fully
14 administered. (Cal. Rules of Court, 3.769(h).).

15 3. All Settlement Class Members and all Released Claims are covered by and included
16 within the Settlement and this Order.

17 4. The Court hereby finds the Settlement was entered into in good faith pursuant to and
18 within the meaning of Cal. Code Civ. Proc. § 877.6. The Court further finds that the Settlement is fair,
19 reasonable, and adequate and that Plaintiffs have satisfied the standards and applicable requirements
20 for final approval of this Settlement under California law, including the provisions of Cal. Code Civ.
21 Proc. § 382.

22 5. The Court finds that the Settlement has been reached as a result of intensive, serious
23 and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
24 extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their
25 respective positions. The Court also finds that Settlement at this time will avoid additional substantial
26 costs, as well as avoid the delay and risks that would be presented by the further prosecution of the
27 Action. The Court has reviewed the benefits that are being granted as part of the Settlement and
28 recognizes the significant value to the Settlement Class Members.

29 6. The Court finds that the settlement class is properly certified as a class for settlement
30 purposes only, and orders that it be certified for settlement purposes only.

31 7. The Court finds that distribution of the Notice of Settlement directed to the Class
32 Members as set forth in the Settlement has been completed in conformity with the Preliminary

1 Approval Order, including individual notice to all Class Members who could be identified through
2 reasonable effort, and the best notice practicable under the circumstances. The Notice of Settlement
3 provided due and adequate notice of the proceedings and of the matters set forth therein, including the
4 proposed Settlement, to all persons entitled to the Notice, and the Notice and its distribution fully
5 satisfied the requirements of due process.

6 8. The Court finds that zero Class Members objected to the Settlement and 5 Class
7 Members have requested exclusion from the Settlement.

8 9. The Court hereby approves the Settlement and directs the Parties to effectuate the
9 Settlement according to its terms.

10 10. Upon final approval of the Settlement and payment of the amounts set forth therein,
11 each and every Released Claim of each and every respective Settlement Class Member is and shall be
12 deemed to be conclusively released as against the Released Parties.

13 11. The Court finds and orders that the Settlement is and constitutes a fair, reasonable and
14 adequate compromise of the Released Claims against Defendants and the Released Parties.

15 12. The Parties entered into the Settlement to resolve the dispute that has arisen between
16 them and to avoid the burden, expense, and risk of continued litigation. In entering into the
17 Settlement, Defendants do not admit, and specifically deny, they have violated any state, federal, or
18 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
19 applicable laws, regulations, or legal requirements; or engaged in any other unlawful conduct with
20 respect to its employees. Neither this Order, the Settlement, nor any document referred to herein, nor
21 any action taken to carry out the Settlement, shall be construed as an admission or concession by
22 Defendants of any such violations or failures to comply with any applicable law.

23 13. The Court hereby finds the individual settlement payments provided for under the
24 Settlement and the Notice of Settlement to be fair and reasonable in light of all the circumstances. The
25 Court, therefore, orders the calculations and the payments to be made and administered in accordance
26 with the terms of the Settlement and the Notice of Settlement.

27 14. The Court hereby approves and orders payment in the amount of \$55,000.00 from the
28 Gross Settlement Amount for the Gross PAGA Amount, \$41,250.00 of which is payable to the
29 California Labor Workforce Development Agency, and \$13,750.00 of which the Aggrieved
30 Employees will receive based on a *pro rata* distribution.

31 15. The Court hereby confirms Plaintiff Khayo Sishi, Sandeep Purewal, Cherra Redd and
32 Zenaya White as Class Representatives, and Schneider Wallace Cottrell Konecky LLP, Lawyers for

Justice, PC, and Capstone Law APC as Class Counsel in the Action.

16. The Court hereby approves and orders the Service Award of \$10,000.00 to Plaintiff Khayo Sishi and \$5,000.00 each to Plaintiffs Sandeep Purewal, Cherra Redd, and Zenaya White from the Gross Settlement Amount for their efforts on behalf of the Class Members.

17. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$1,833,333.33, and attorneys' costs in the amount of \$30,905.95, from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel. The Court further orders that the award of attorneys' fees and costs set forth in this paragraph shall be administered pursuant to the terms of the Settlement, and transferred and/or made payable to Schneider Wallace Cottrell Konecky LLP, Lawyers for Justice, PC, and Capstone Law APC as Class Counsel in the Action.

18. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Settlement Administrator, Settlement Services, Inc., in the amount of \$60,000.00.

19. The Court also hereby orders that the deadline for making the Court-approved individual settlement awards, payment to the Labor and Workforce Development Agency, attorneys' fees and costs payment, and the service award is as set forth in the implementation schedule set forth below.

20. The Court hereby enters judgment in the entire Action as of the filing date of this Order of Final Approval and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order of Final Approval and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to Cal. Code Civ. Proc. § 664.6.

21. The Court approves the following implementation schedule:

Effective Date	(i) if there is an objection(s) to the settlement that is not subsequently withdrawn, then the date upon the expiration of time for appeal of the Court's Final Approval Order; or (ii) if there is a timely objection(s) and appeal by an objector(s), then after such appeal(s) is dismissed or the Court's Final Approval Order is affirmed on appeal; or (iii) if there
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	are no timely objections to the settlement, or if any objections which were filed are withdrawn before the date of final approval, then the first business day after the Court's order granting Final Approval of the Settlement
Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA	Within ten (10) days following the Effective Date
Plaintiffs Sandeep Purewal, Vanessa Barber, Cherra Redd, and Zenaya White shall file requests for dismissal of their actions, in their other actions against Defendants	Within ten (10) days following the Effective Date
The Settlement Administrator shall calculate the employer share of taxes for each respective employee based on the corresponding tax rates provided by Defendants and/or the Released Parties and provide Defendants and/or Released Parties with the total employer tax contributions	Within five (5) business days after the final Settlement Award calculations are approved
Defendants shall transfer \$1,000,000 of the Gross Settlement Amount to the Qualified Settlement Fund(s)	Within twenty (20) business days of the Effective Date
Defendants shall transfer the remaining \$4,500,000 of the Gross Settlement Amount, plus any additional employer payroll tax obligations, to the Qualified Settlement Fund(s)	Within fifty-five (55) business days of the Effective Date
Settlement Administrator shall provide counsel with a final report of all Settlement Awards	At least ten (10) business days before the Settlement Awards to Settlement Class Members are mailed
Settlement Administrator shall mail Service Awards to Plaintiffs	Within five (5) days after the Settlement Administrator receives the Gross Settlement Amount, or as soon as reasonably practicable
Settlement Administrator shall mail all Settlement Awards to Settlement Class Members	Within ten (10) days after the Settlement Administrator receives the Gross Settlement Amount, or as soon as reasonably practicable
Settlement Administrator shall make payment to LWDA, and payment of attorneys' fees and costs awards to Class Counsel	Within fifteen (15) days after the Settlement Administrator receives the Gross Settlement Amount, or as soon as reasonably practicable

Settlement Administrator shall send a reminder letter via U.S. mail and email to those who have not yet cashed their settlement check	With ninety (90) days remaining prior to the check cashing deadline
Settlement Administrator shall place a call to those who have not yet cashed their settlement check	With sixty (60) days remaining prior to the check cashing deadline
Checks for the Settlement Awards will become void if not cashed	One hundred and eighty (180) days from the date of the checks' issuance
Settlement Administrator will provide counsel a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated	Within ten (10) business days after the conclusion of the 180-day check cashing period
Funds from uncashed checks will be redistributed to those Class Members who timely cashed their settlement checks if the residual amount is equal to or is more than \$75,000, or to revert in <i>cy pres</i> if the residual amount is less than \$75,000	As soon as possible after the conclusion of the check-cashing period
Plaintiff will file a post-judgment report regarding any funds that remain from checks that are returned as undeliverable and not negotiated, pursuant to section 28 of the Agreement	At the conclusion of the 180-day check cashing period and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Settlement Class Members
Plaintiff will file a post-distribution accounting pursuant to section 41.c. of the Agreement	Within twenty-one (21) days after the distribution of any remaining monies to Settlement Class Members who cashed their Settlement Award check or to the <i>cy pres</i> recipient
Class Counsel to immediately destroy the Class List	Within five (5) business days following filing of the administrator's declaration regarding final accounting or completion of the settlement administration, whichever is earlier

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 08/04/2023, ~~2023~~


 The Honorable Eumi Lee
 Judge of the Superior Court
Eumi Lee / Judge

PROOF OF SERVICE

I, the undersigned, declare that I am, and was at the time of service of the papers herein referred to, over the age of 18 years and not a party to the within action or proceeding. I am employed at Schneider Wallace Cottrell Konecky LLP located at 2000 Powell Street, Suite 1400, Emeryville, California 94608.

On August 1, 2023 I served the following document(s):

[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING FINAL JUDGMENT

on the following person(s) listed below, as follows:

Mollie M. Burks (SBN 222112)
Linh T. Hua (SBN 247419)
Christie E. Yang (SBN 328901)
GORDON REES SCULLY
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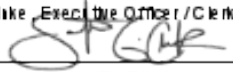
Attorneys for Defendants
**ESKATON PROPERTIES
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☒ **BY ELECTRONIC SERVICE:** Eugene Huffman, Paralegal, has submitted an electronic version of the above-referenced document to the person(s) whose email address(es) are known to me as listed above.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on August 1, 2023, in Los Angeles, California.


Eugene Huffman

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	FILED Superior Court of California County of Alameda 08/04/2023
PLAINTIFF/PETITIONER: Khayo Sishi et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Eskaton Properties Incorporated et al	S. Clark
CERTIFICATE OF MAILING	CASE NUMBER: RG21100764

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Hayward, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

CHRISTIE YANG
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Dated: 08/04/2023

Chad Finke, Executive Officer / Clerk of the Court

By:



S. Clark, Deputy Clerk

CERTIFICATE OF MAILING