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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

JASON NASR, JACK SAMONTE, GIL
MICHAELI, and MYESHA WILLIAMS, as
individuals and on behalf of all others similarly
situated, and as private attorneys general,

Plaintiffs,

vs.

SAN JOAQUIN VALLEY REHABILITATION
HOSPITAL, a Delaware limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. MCV084862

[Assigned to Hon. Michael Jurkovich, Dept. 44]

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

Date: May 28, 2026

Time: 8:30 a.m.

Department: Temporary Remote Department

Complaint Filed: March 16, 2021

FAC Filed: May 6, 2021

SAC Filed: May 22, 2025

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1 Plaintiffs’ motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on May 5, 2026, and a hearing was held before this Court on May 28, 2026.

3 **I. RECITALS**

4 1. On March 26, 2021, Plaintiff Jason Nasr filed the original complaint initiating the Action
5 alleging wage and hour claims on behalf of a putative class of current and former non-exempt
6 employees of Defendants San Joaquin Valley Rehabilitation Hospital in the State of California.

7 2. Prior to Plaintiff Nasr’s filing, Plaintiff Jack Samonte on October 13, 2020, had filed a
8 wage and hour action in the Superior Court of California for the County of Solano against Defendant
9 1125 Sir Francis Drake Boulevard Operating Company, LLC d/b/a Kentfield Hospital, both as a proxy
10 for the State pursuant to the Private Attorneys General Act of 2004 (“PAGA”) and on behalf of a
11 putative class of current and former non-exempt employees of the named defendants in the State of
12 California.

13 3. Similarly, on February 10 and 11, 2021, Plaintiff Gil Michaeli initiated two separate
14 actions against Defendants Kentfield Rehabilitation Hospital Foundation, 1125 Sir Francis Drake
15 Boulevard Operating Company, LLC, and Vibra Healthcare, LLC, in the Superior Court of California
16 for the County of Marin on behalf of a wage and hour putative class as well as a Fair Credit Reporting
17 Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”) class of current and former employees of the named defendants
18 in the State of California.

19 4. Finally, on August 26, 2021, Plaintiff Myesha Williams initiated a separate action against
20 Vibra Healthcare LLC, Vibra Rehabilitation Hospital of Rancho, LLC, Gale Healthcare Solutions LLC,
21 and Realtime PEO II, LLC, as a proxy for the State pursuant to PAGA in the Superior Court of
22 California for the County of San Francisco.

23 5. On September 28, 2023, Plaintiffs and Defendants attended a global mediation with the
24 Honorable Amy S. Hogue (Ret.), a recently retired Superior Court judge from the complex division of
25 Los Angeles Superior Court. The Parties were unable to reach a resolution. After additional information
26 regarding Defendants’ financial condition was produced by Defendants, the Parties attend a second
27 mediation with Judge Hogue on November 16, 2023. The Parties again were unable to reach a
28 resolution.

1 6. Eventually, with the mediator’s assistance and based upon a mediator’s proposal, the
2 Parties were finally able to agree to settlement terms, which were memorialized in the Joint Stipulation
3 of Class Action and PAGA Settlement (the “Agreement”). Pursuant to the settlement terms, Plaintiffs
4 Samonte, Michaeli, and Williams join Plaintiff Nasr in alleging their collective claims in the Second
5 Amended Complaint that was filed in this matter on May 22, 2025.

6 **II. FINDINGS**

7 7. The Court conditionally certifies the following Class that includes a “Wage and Hour
8 Class” and a “FCRA Class.” The Wage and Hour Class includes all current and former non-exempt
9 employees employed by any of the Defendants in the State of California at any time between May 24,
10 2018, and December 31, 2023 (the “Wage and Hour Class Period”). The FCRA Class includes all
11 current and former non-exempt employees employed by any of the Defendants in the State of California
12 at any time between February 11, 2016, and December 31, 2023 (the “FCRA Class Period”). There are
13 approximately 4,370 FCRA Class Members, and 2,684 of them are also Wage and Hour Class Members.

14 8. The Court hereby approves the terms and conditions provided for in the Agreement. The
15 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
16 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
17 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
18 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
19 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
20 also appears that investigation, research, and proceedings have been conducted so that counsel for the
21 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
22 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
23 would be presented by the further prosecution of the action. It also appears that settlement has been
24 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

25 **III. ORDERS**

26 After considering the papers and evidence, arguments of counsel, and all other matters presented
27 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:
28

1 9. The Court grants preliminary approval of the Agreement submitted by the Parties. The
2 Agreement appears to be fair, adequate, and reasonable to the Class.

3 10. The Court appoints and designates: (a) Plaintiffs Jason Nasr, Jack Samonte, Gil Michaeli,
4 and Myesha Williams as Class Representative, and (b) Larry W. Lee and Simon L. Yang of Diversity
5 Law Group, P.C., William L. Marder of Polaris Law Group, Shaun Setareh of Setareh Law Group, and
6 Carolyn H. Cottrell and Ori Edelstein of Schneider Wallace Cottrell Konecky LLP as Class Counsel for
7 the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents
8 required by, or which may be given, pursuant to the Agreement, and such other acts reasonably
9 necessary to finalize the Agreement and its terms. Any Class Member may enter an appearance through
10 his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an
11 appearance or appear on his or her own behalf will be represented by Class Counsel.

12 11. A final fairness hearing on the question of whether the proposed Agreement, the
13 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the
14 Labor Workforce & Development Agency, and the Class Representative Awards should be finally
15 approved as fair, reasonable, and adequate as to the members of the Class is set for **September 24**, 2026,
16 at 8:30 a.m. in this Court.

17 12. The Court hereby approves, as to form and content, the Notice of Class and PAGA
18 Settlement ("Class Notice"), which is attached as Exhibit A to the Agreement and this Order. The Court
19 finds that distribution of the Class Notice to Class Members substantially in the manner and form set
20 forth in the Agreement and this Order meets the requirements of due process and shall constitute due
21 and sufficient notice to all parties entitled thereto.

22 13. The Court appoints and designates Phoenix Settlement Administrators as the
23 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
24 Members using the procedures set forth in the Agreement.

25 14. Any Class Member may choose to opt out of and be excluded from the settlement as
26 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
27 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
28 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and

1 signed by each such Class Member opting out and must otherwise comply with the requirements
2 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
3 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
4 Judgment.

5 15. Any Class Member may object to the Agreement or express his or her views regarding
6 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
7 issues to be heard and determined by the Court as provided in the Class Notice.

8 16. A Motion for Final Approval shall be filed by the Class Representatives no later than
9 sixteen (16) court days before the final fairness hearing.

10 17. The Court reserves the right to adjourn or continue the date of the final fairness hearing
11 and all dates provided for in the Agreement without further notice to the Class. The Court retains
12 jurisdiction to consider all further applications arising out of or connected with the Agreement.

13 18. Should for whatever reason final approval is not granted, the fact that the Parties were
14 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
15 of whether a class should be certified in a non-settlement context.

16 **IT IS SO ORDERED.**

17 DATED: _____, 2026

THE HONORABLE MICHAEL JURKOVICH