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COUNTY OF KING'S COUNTY
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NOCONA SOBOLESKI, CLERK OF THE COURT
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FILED
BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KINGS
06/06/2024
NOCONA SOBOLESKI, CLERK OF THE COURT
JULIENNE DE SANTOS, DEPUTY



SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS

JONATHAN W. ADAMS, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

HACIENDA POST ACUTE, INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No.: 21C-0143

*[Assigned for all purposes to the Hon.
Valerie Chrissakis in Dept. 8]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: June 6, 2024
Time: 8:15 a.m.
Dept.: 8

Complaint Filed: May 12, 2021
Trial Date: None Set

1 **~~PROPOSED~~ ORDER & JUDGMENT**

2 The Motion of Plaintiff Jonathan W. Adams (“Plaintiff”) for Final Approval of Class
3 Action Settlement, Class Representative Service Award, and Attorneys’ Fees and Costs (“Final
4 Approval Motion”) came on regularly for hearing before this Court on June 6, 2024, at 8:15 a.m.,
5 pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary
6 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
7 parties’ Class and Representative Action Settlement Agreement (“Settlement Agreement” or
8 “Settlement”), and the documents and evidence presented in support thereof, and recognizing the
9 sharply disputed factual and legal issues involved in this case, the risks of further prosecution,
10 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the
11 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the
12 product of good faith, arm’s-length negotiations between the parties. Good cause appearing
13 therefor, the Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the
14 following:

15 1. Final judgment is hereby entered in conformity with the Settlement Agreement
16 and this Final Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus
18 certifies, for purposes of the Settlement, the following Settlement Class:

19 All non-exempt hourly employees who were employed by Defendant
20 Hacienda Post Acute, Inc. in California from November 15, 2016 through
April 30, 2022 (“Class Period”).

21 3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Sean M.
22 Blakely, and Alexandra R. McIntosh of Haines Law Group, APC are hereby confirmed as Class
23 Counsel.

24 4. On February 26, 2024, notice was provided to Class Members as set forth in the
25 Settlement, which was approved by the Court on January 29, 2024, and the notice process has
26 been completed in conformity with the Settlement and the Court’s Preliminary Approval Order.
27 The Court finds that said notice was the best notice practicable under the circumstances. The Class
28 Notice provided due and adequate notice of the proceedings and matters set forth therein,

1 informed Class Members of their rights, and fully satisfied the requirements of California Code
2 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

3 5. The Court finds that no Class Member objected to the Settlement, that only one
4 Class Member opted out of the Settlement, and that the 99.80% participation rate in the Settlement
5 supports final approval.

6 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
7 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
8 terms.

9 7. For purposes of settlement only, the Court finds that: (a) the members of the
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
12 community of interest among members of the Settlement Class with respect to the subject matter
13 of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class
14 Members; (d) the Class Representative has fairly and adequately protected the interests of the
15 Class Members; (e) a class action is superior to other available methods for an efficient
16 adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the
17 Class Representative and the Settlement Class.

18 8. The Court finds that given the absence of objections to the Settlement, this Order
19 shall be considered final as of the date of entry.

20 9. The Court finds that the Individual Settlement Payments, as provided for in the
21 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
22 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

23 10. The Court orders Defendant Hacienda Post Acute, Inc. (“Defendant”) to deposit
24 the Maximum Settlement Amount of \$500,000.00 with the Settlement Administrator, Phoenix
25 Settlement Administrators, Inc., within thirty (30) calendar days of the Effective Date, in
26 accordance with the terms of the Settlement Agreement.

27 11. The Court finds that a Service Award in the amount of \$7,500.00 to Plaintiff is
28 appropriate for Plaintiff’s risks undertaken and his service to the Settlement Class. The Court

1 finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
2 Administrator make this payment in conformity with the terms of the Settlement.

3 12. The Court finds that attorneys' fees in the amount of \$166,666.66 and litigation
4 costs of \$18,242.37 for Class Counsel are fair, reasonable, and adequate in light of the common
5 fund created by the Settlement, and orders that the Settlement Administrator distribute these
6 payments to Class Counsel in conformity with the terms of the Settlement.

7 13. The Court orders that the Settlement Administrator shall be paid \$11,000.00 from
8 the Maximum Settlement Amount in conformity with the terms of the Settlement, for all of its
9 work done and to be done until the completion of this matter and finds that sum appropriate.

10 14. The Court finds that the payment to the California Labor & Workforce
11 Development Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of
12 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
13 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
14 of the Settlement.

15 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
16 days from the date of issuance of the check, and that any settlement checks that remain uncashed
17 after 180 days after they are mailed shall be distributed to the Controller of the State of California
18 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
19 name of the Class Member to whom the check was issued.

20 16. Upon the funding of the Maximum Settlement Amount and all applicable
21 employer-side payroll taxes, each and every participating Class Member, on behalf of themselves
22 and their heirs and assigns, releases Defendant and Defendant's past, present, and/or future
23 owners, officers, directors, managing agents, trustees, payroll processors, independent
24 contractors, members, managers, shareholders, employees, attorneys, insurers, assigns,
25 shareholders, successors, predecessors and agents, Defendant's past, present, and/or future parent,
26 subsidiary, or affiliated entities, DBAs and franchisors, and each of their owners, officers,
27 directors, managing agents, trustees, payroll processors, independent contractors, members,
28 managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors and

agents (“Released Parties”) from any and all claims, damages, or causes of action alleged in, or arising out of, the allegations in the Complaint and First Amended Complaint filed in the Action and the PAGA Notice, which were alleged or that could have been alleged by Plaintiff and/or any participating Class Member in such complaints and/or the PAGA Notice based on any of the factual allegations contained in such complaints and/or the PAGA Notice, including, but not limited to, claims under state, federal (i.e., Fair Labor Standards Act (FLSA)) or local law, including, but not limited to claims for unpaid wages, claims for the failure to pay minimum wages, claims for the failure to pay overtime wages, claims related to missed meal and rest breaks or periods and nonpayment of premium pay for such, failure to pay reporting time pay, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation, failure to timely pay wages during employment, failure to keep requisite payroll records, the failure to reimburse for business expenses, unfair competition, the payment of any penalties (including PAGA). The Released Claims specifically include, but are not limited to, all claims arising under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2802 and 2804, the Wage Orders of the California Industrial Welfare Commission, California Business and Profession Code sections 17200, *et seq.*, California Code of Civil Procedure section 1021.5, and California common law of contract, interest and claims for attorney’s fees relating in any way to those claims alleged and mentioned in the complaint(s) and/or PAGA Notice. In addition, upon the funding of the Maximum Settlement Amount and all applicable employer-side payroll taxes, each and every PAGA Group Member, on behalf of themselves and their heirs and assigns, and Plaintiff, on behalf of the State of California, releases the Released Parties from any and all claims for civil penalties under PAGA that were pled or which reasonably could have been pleaded based on the factual allegations pled in the operative Complaint in the Action and in the PAGA Notice sent by Plaintiff to the LWDA, including California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 1174, 1194, 1197, 1197.1, 119, 2802, 2804, 2698, *et seq.*, and the applicable Wage Orders.

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1 17. Plaintiff shall file a Final Disbursement Declaration on or before June 6, 2025. A
2 Non-Appearance Case Review Re: Filing of Final Disbursement Declaration is set for
3 June 16, 2025 at 8:15 a.m. in D-8.

4
5 **IT IS SO ORDERED.**

6
7 Dated: June 6, 2024



Honorable Valerie Chrissakis
Judge of the Superior Court