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9 Attorneys for Plaintiffs:
10 CHLOE GOMEZ and BRANDY TRUJILLO

11 **SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF ALAMEDA**

13 * * *

14 CHLOE GOMEZ, an individual; BRANDY
15 TRUJILLO, an individual,

16 Plaintiffs,

17 vs.

18 BRISTOL BAY HOLDINGS, LLC., a
19 California limited liability company; LINKS
20 HEALTHCARE GROUP, LLC., a foreign
21 limited liability company; ENGLISH
22 CHANNEL HOLDINGS, LLC, a California
23 limited liability company; BETTER CARE,
24 INCORPORATED, a California corporation;
25 BRIDGEWATER BAY HOLDINGS LLC, a
26 foreign limited liability company;
27 CHESAPEAKE BAY HOLDINGS LLC, a
28 California limited liability company;
DANUBE RIVER HOLDINGS LLC, a
California limited liability company;
FLETCHER COVE HOLDINGS, LLC, a
California limited liability company;
GLACIER BAY HOLDINGS, LLC, a
California limited liability company; HALF
MOON BAY HOLDINGS, LLC, a California
limited liability company; ISLAND CREEK
HOLDINGS, LLC, a California limited
liability company; JACKSON RIVER
HOLDINGS, LLC, a California limited
liability company; KENAI RIVER
HOLDINGS, LLC, a California limited

FILED
Superior Court of California
County of Alameda

08/30/2024

Claudia Flores, Executive Officer / Clerk of the Court

By: A. Tumonong Deputy

Case No. RG21109426

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTIONS FOR (1)
FINAL APPROVAL OF FIRST
AMENDED STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT,
(2) CLASS REPRESENTATIVE
SERVICE AWARDS, AND (3)
ATTORNEYS' FEES AND COSTS**

Date: August 29, 2024

Time: 10:00 a.m.

Dept.: 23

Judge: Hon. Michael Markman

Complaint Filed: August 16, 2021

Trial Date: None set

RESERVATION ID: A-21109426-001

1 liability company; LA JOLLA COVE
2 HOLDINGS, LLC, a California limited
3 liability company; MALIBU BEACH
4 HOLDINGS, LLC, a California limited
5 liability company; NEWPORT BEACH
6 HOLDINGS LLC, a California limited
7 liability company; and DOES 1 through 50,
8 inclusive,

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Defendants.

1 **TO ALL PARTIES AND COUNSEL OF RECORD:**

2 The Plaintiffs' Motions for (1) Final Approval of First Amended Stipulation of Class
3 Action and PAGA Settlement, (2) Class Representative Service Awards, and (3) Attorneys' Fees
4 and Costs, came before this Court, the Honorable Michael Markman presiding, on August 29,
5 2024.

6 Having received and considered the FIRST AMENDED STIPULATION OF CLASS
7 ACTION AND PAGA SETTLEMENT (the "Settlement"), a copy of which was attached as
8 Exhibit 1 to the Declaration of Brady Briggs in Support of Plaintiffs' Motion for Final Approval
9 of Stipulation of Class Action and PAGA Settlement, the supporting papers filed by the Parties,
10 the Motion for Final Approval of Stipulation of Class Action and PAGA Settlement, the Motion
11 for Attorneys' Fees, Cost and Service Awards, the Memoranda of Points and Authorities and
12 Declarations submitted in support thereof, and the evidence and argument received by the Court
13 at the hearing before it entered the Preliminary Approval Order and at the final fairness hearing,
14 the Court grants final approval of the Settlement and HEREBY ORDERS and MAKES
15 DETERMINATIONS as follows:

16 1. That the Settlement, and the obligations of the Parties set forth therein, is fair,
17 reasonable, and is an adequate settlement of this case and is in the best interests of the Settlement
18 Class in light of the factual, legal, practical, and procedural considerations raised by this case. This
19 Court hereby grants final approval of the Settlement and directs the Parties to effectuate the
20 Settlement according to its terms. The Settlement is hereby deemed incorporated herein as if
21 expressly set forth, and has the full force and effect of an order and judgment of this Court.

22 2. The Court finds that the distribution of the Notice of Settlement constituted the best
23 notice practicable under the circumstances to all Class Members and met the requirements of due
24 process under California law. Having found that the Parties and their counsel took extensive efforts
25 to locate and inform all members of the Class of the Settlement, and given that only three (3) Class
26 Members have opted out and none have submitted objections to the Settlement, the Court finds
27 and orders that no additional notice is necessary.

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1 3. For purposes of effectuating this Order (including the Released Claims), this Court
2 has certified the following class: All current and former non-exempt employees of Links and/or
3 any of the California Facilities who, according to Links' and/or the California Facilities' time and
4 pay records, performed work between August 16, 2017, and June 5, 2024, and who have not
5 entered into arbitration agreements with Defendants or the California Facilities or whose
6 arbitration agreements with Defendants or the California Facilities have been deemed
7 unenforceable or otherwise invalidated by a Court as of June 5, 2024.

8 4. For purposes of certifying the Settlement Class and approving this settlement only,
9 the Court concludes as follows: (i) the Settlement Class Members are ascertainable and so
10 numerous that joinder is impracticable; (ii) there are questions of law or fact common to the
11 Settlement Class Members, and there is a well-defined community of interest among the
12 Settlement Class Members with respect to the subject matter of the Action; (iii) the claims of the
13 Class Representatives are typical of the claims of the Settlement Class Members; (iv) the Class
14 Representatives have fairly and adequately protected the interests of Class Members; (v) a class
15 action is superior to the other available methods of efficient adjudication of this controversy; and
16 (vi) Class Counsel is qualified to serve as counsel for Plaintiffs in their individual and
17 representative capacities and for the Settlement Class.

18 5. Pursuant to CRC 3.771, the judgment in this action shall be binding on Plaintiffs
19 Chloe Gomez and Brandy Trujillo ("Plaintiffs") and all members of the Settlement Class as set
20 forth in the Settlement as to the Released Claims as that term is defined by the Settlement. These
21 individuals shall be referred to herein as the "Participating Class Members." The Participating
22 Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled,
23 compromised, relinquished, and discharged any and all of the Released Parties (as defined in the
24 Settlement) of and from any and all Released Claims (as defined in the Settlement).

25 6. Neither the Settlement Agreement nor the Settlement contained therein, nor any act
26 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
27 Settlement (i) is or may be deemed to be or may be used by the Plaintiffs or Participating Class
28 Members as an admission of, or evidence of, the validity of any of the Class Members' Released

1 Claims, or of wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is
2 or may be deemed to be or may be used by the Plaintiffs or Participating Class Members as an
3 admission of, or evidence of, any fault or omission of Defendant or any of the other Released
4 Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or
5 other tribunal. Defendant or any of the other Released Parties may file the Settlement Agreement
6 and/or the Order from this Action in any other action that may be brought against it or them in
7 order to support a defense or counterclaim based on the principles of *res judicata*, collateral
8 estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim
9 preclusion or issue preclusion or similar defense or counterclaim.

10 7. The funding of the Settlement shall be carried out in accordance with the terms of
11 the Settlement, and the Settlement Administrator shall thereafter distribute the Settlement
12 Payments in the manner set forth in the Settlement. The Settlement Amount to be paid under the
13 Settlement Agreement is \$2,400,000. The Court finds the Settlement Amount is fair, reasonable,
14 and adequate. No person shall have any claim against Defendants, Class Counsel, Defendants'
15 counsel, or any other agent designated by Plaintiffs or Defendants based upon the distribution of
16 Settlement Payments made substantially in accordance with the Settlement or further orders of the
17 Court. The Parties are to bear their own costs, except as otherwise provided in the Settlement
18 Agreement and approved herein.

19 8. Defendant shall fund the Qualified Settlement Fund pursuant to the terms of the
20 Settlement Agreement within fourteen (14) business days after the Effective Date of that
21 Agreement. No later than ten (10) calendar days after the deposit of Defendant's payment of the
22 Gross Settlement Amount into the Qualified Settlement Fund, the Settlement Administrator is
23 directed to mail the Individual Gross Settlement Payments, Individual PAGA Payments, Named
24 Plaintiffs' Service Payments, LWDA PAGA Payment, Class Counsel's Cost Award, and Ninety
25 Percent (90%) of Class Counsel's Attorneys' Fee Award, and to pay itself the Settlement
26 Administration Costs, as approved herein. Concurrently with the mailing of the Individual Gross
27 Settlement and PAGA Payments, the Settlement Administrator is to include a Notice of Entry of
28 Judgment to all Participating Class Members.

1 9. Plaintiffs request, and Defendants do not oppose, an award of attorneys' fees equal
2 to \$800,000 (i.e., 1/3 of the Gross Settlement Amount). The Court finds that this is fair and
3 reasonable, and grants the award of attorneys' fees in the full amount of \$800,000. Ninety percent
4 (90%) of this attorneys' fee award, equal to \$720,000, shall be paid to Class Counsel within ten
5 (10) days of funding of the QSF, as provided in Paragraph 8 of this Order. The remaining ten
6 percent (10%) of the attorneys' fee award, equal to \$80,000, shall be held by the Settlement
7 Administrator until the Court holds a Final Compliance Hearing and issues an Order approving a
8 final accounting. Upon receipt of notice of the Court's Order approving the final accounting, the
9 Settlement Administrator shall promptly pay the remainder of the attorneys' fee award to Class
10 Counsel.

11 10. Plaintiffs also request, and Defendants do not oppose, reimbursement of litigation
12 costs in the amount of \$20,000 as permitted under the Settlement. The Court finds that this is fair
13 and reasonable, and grants the reimbursement of costs in the full amount of \$20,000.

14 11. Plaintiff Choe Gomez requests, and Defendants do not oppose, a Class
15 Representative Service Payment in the amount of \$23,000 as permitted under the Settlement.
16 Having reviewed the Declaration of Chloe Gomez in support of her request, the Court finds that
17 this is fair and reasonable, and grants the Service Payment in the full amount of \$23,000.

18 12. Plaintiff Brandy Trujillo requests, and Defendants do not oppose, a Class
19 Representative Service Payment in the amount of \$2,000 as permitted under the Settlement.
20 Having reviewed the Declaration of Brandy Trujillo in support of her request, the Court finds that
21 this is fair and reasonable, and grants the Service Payment in the full amount of \$2,000.

22 13. The Court approves as fair and reasonable an award of Settlement Administrator's
23 costs in the amount of \$28,950 to ILYM, Inc., as permitted under the Settlement and consistent
24 with the Declarations of Nicole Bench.

25 14. The Court finds and determines that the payment to be made to the California Labor
26 and Workforce Development Agency ("LWDA") to satisfy alleged Labor Code violations
27 pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") in the sum of
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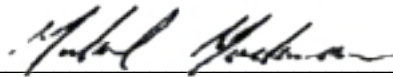
1 \$240,000, equating to 75% of the allocation of \$300,000 to Plaintiffs' claims under PAGA, is fair
2 and reasonable.

3 15. Pursuant to California Rules of Court, Rule 3.769(h), the Court hereby enters a final
4 judgment and dismisses with prejudice Plaintiffs' Fifth Amended Complaint as to all defendants
5 and all causes of action. The Court reserves exclusive and continuing jurisdiction over the
6 litigation, the Class Representatives, the Settlement Class Members, and Defendants for purposes
7 of supervising the implementation, enforcement, construction, administration and interpretation of
8 the Settlement and this Order granting final approval. 5/22/25

9 16. The Court hereby sets a Final Compliance Hearing on _____,
10 at 10:00 a.m., in Department 23 of this Court. Plaintiffs are ordered to file a final report and
11 declaration regarding distribution at least five (5) court days before the compliance hearing. No
12 appearances will be required if the report and declaration establish that the distributions are
13 complete.

14 **IT IS SO ORDERED.**

15
16 Dated: 08/30/2024 _____



Honorable Superior Court Judge
Michael Markman / Judge

PROOF OF SERVICE

Chloe Gomez v. Bristol Bay Holdings, LLC, et al.
Alameda Co. Superior Court Case No. RG21109426

My business address is **9790 Gateway Drive, Suite 200, Reno, Nevada 89521**. I am employed in **Reno, Nevada**. I am over the age of 18 years and am not a party to this case.

On the date indicated below, I served the foregoing document(s) described as:

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTIONS FOR (1) FINAL APPROVAL OF FIRST AMENDED STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT, (2) CLASS REPRESENTATIVE SERVICE AWARDS, AND (3) ATTORNEYS' FEES AND COSTS

on all interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Sandy McDonough
Whitney Farrell, Esq.
QUARLES & BRADY LLP
101 West Broadway, Ninth Floor
San Diego, California 92101
Email: sandy.mcdonough@quarles.com
whitney.farrell@quarles.com

[Attorneys for Defendants BRISTOL BAY HOLDINGS, LLC; LINKS HEATHCARE GROUP, LLC; ENGLISH CHANNEL HOLDINGS, LLC; BETTER CARE, INC.; BRIDGEWATER BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC; ISLAND CREEK HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; and NEWPORT BEACH HOLDINGS LLC]

 (BY FIRST CLASS MAIL) I am readily familiar with the business' practice for collection and processing of correspondence for mailing, and that correspondence, with postage thereon fully prepaid, will be deposited with the United States Postal Service on the date noted below in the ordinary course of business, at Reno, Nevada.

 (BY PERSONAL SERVICE) I caused such envelopes to be delivered by hand to the office(s) of the addressee(s).

 X (BY EMAIL) Based on a court order or an agreement of the parties to accept electronic service, I caused documents to be sent to the persons at the electronic service addresses listed above from my electronic services address.

 (BY OVERNIGHT MAIL) I am readily familiar with the business' practice for collection and processing of correspondence for mailing, and that correspondence will be deposited with an overnight carrier on the date noted below in the ordinary course of business, in accordance with the overnight carrier's method for billing for same, and before the last scheduled pick-up time, at Reno, Nevada.

EXECUTED on August 29, 2024, at Reno, Nevada.

 X (STATE) I declare under penalty of perjury under the laws of the **State of California**, that the foregoing is true and correct.


Rachel Mullinax