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individually, and on behalf of others
similarly situated

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

ANTHONY BIZZLE, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;
LOURDES LOERA, individually, and on
behalf of others similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act,

Plaintiff,

vs.

CYPRESS HEALTHCARE GROUP, LLC, an
unknown business entity; DEFENDER, LLC,
an unknown business entity; SAYLOR LANE
HEALTHCARE CENTER, an unknown
business entity; ASBURY PARK NURSING &
REHABILITATION, an unknown business
entity; JACK SANOFISKY, individually;
SPYGLASS LLC dba COLLEGE OAK
NURSING & REHABILITATION CENTER, a
limited liability company; MALTIQUE LLC
dba SHERWOOD HEALTHCARE CENTER,
a limited liability company; and DOES 1
through 100, inclusive,

Defendants.

FILED
Superior Court of California
County of Sacramento
10/11/2024
V. Aleman, Deputy

CASE NO.: 34-2021-00306246

[Assigned for all purposes to Hon. Lauri A.
Damrell Dept. 22]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: October 11, 2024
Time: 9:00 a.m.
Dept: 28

Complaint Filed: August 16, 2021
FAC Filed: April 12, 2023
Trial Date: None Set

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similarly situated
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~~**PROPOSED**~~ **ORDER**

Plaintiff LOURDES LOERA (“Plaintiff”)’s Motion for Final Approval of Class and Representative Action Settlement (“Motion”) came before this Court on October 11, 2024 at 9:00 a.m. Due and adequate notice having been given to the Class Members, and the Court having considered Plaintiff’s Motion and all documents submitted in support thereof, the Joint Stipulation of Class Action and PAGA Settlement Release (“Settlement” or “Agreement”), all papers filed and proceedings had herein and all oral and written comments received regarding the proposed Settlement, and good cause appearing, the Court hereby ORDERS AS FOLLOWS:

1. Pursuant to California law, this Court hereby grants final approval of the Settlement. The Settlement Agreement is hereby deemed incorporated herein as if expressly set forth, and has the full force and effect of an Order of this Court. All terms used herein shall have the same meaning as defined in the Settlement.

2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, and Defendants, Cypress Healthcare Group, LLC, Cottons LLC, Defender LLC, Maltique LLC, Rosebay LLC, Spyglass LLC and Surmell LLC. (collectively “Defendants”).

3. The Court finds that the Settlement was made and entered into in good faith and hereby approves the Settlement as fair, adequate and reasonable to all Class Members.

4. Solely for purposes of effectuating the Settlement, this Court certifies a Class defined as follows:

All persons who worked for Defendants in the State of California as hourly-paid or non-exempt employees at any time during the period from April 1, 2019 through December 27, 2022.

5. With respect to the Class and for purposes of approving the Settlement only and for no other purpose, this Court finds and concludes that: (a) the Settlement Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class Members, and there is a well-defined community of interest among the Settlement Class Members with respect to the subject matter of the claims in the action; (c) the claims of Plaintiff are typical of the claims of the Settlement Class Members; (d) Plaintiff has fairly and adequately protected the interests of the Settlement Class Members; (e) a

1 class action is superior to other available methods for an efficient adjudication of the action; and
2 (f) Class Counsel is qualified to serve as counsel for the Settlement Class Members.

3 6. The Class Notice provided to the Class Members conforms with the requirements
4 of California Code of Civil Procedure section 382, California Civil Code section 1781, California
5 Rules of Court, rules 3.766 and 3.769, the California and United States Constitutions, and any
6 other applicable law, and constitutes the best notice practicable under the circumstances, by
7 providing individual notice to all Class Members who could be identified through reasonable
8 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
9 therein. The Class Notice fully satisfies the requirements of due process.

10 7. The Court finds that the dissemination of the Class Notice constituted the best
11 notice practicable under the circumstances to all Class Members, and fully met the requirements of
12 California law and due process under the United States Constitution. Based on evidence and other
13 material submitted in conjunction with the final approval hearing, the actual notice to the Class
14 was adequate.

15 8. The Court approves the settlement of the Action, as set forth in the Settlement, and
16 each of the releases and other terms, as fair, just, reasonable and adequate. The parties are directed
17 to perform in accordance with the terms set forth in the Settlement.

18 9. The Court finds that zero (0) Class Members have objected to the Settlement and
19 zero (0) Class Members have requested to be excluded from the Settlement.

20 10. Upon the later of the Effective Date or the date upon which Defendants have
21 completed funding of the entire Maximum Settlement Amount, Plaintiff, Settlement Class
22 Members, and PAGA Employees shall be deemed to have released their respective Released
23 Claims against the Released Parties, as set forth below:

24 11. The Released Parties are Defendants Cypress Healthcare Group, LLC, Cottons
25 LLC, Defender LLC, Maltique LLC, Rosebay LLC, Spyglass LLC, Surmell LLC, and each of
26 their affiliated companies and their respective owners, parent companies subsidiaries, affiliates,
27 shareholders, members, agents (including any investment bankers, accountants, insurers,
28 reinsurers, attorneys and any past, present or future officers, directors and employees)

1 predecessors, successors, and assigns, subject to footnote 1 encompassed in the Agreement.

2 12. The Release by Participating Class Members is as follows: All claims, demands,
3 rights, liabilities and causes of action of every nature and description whatsoever against the
4 Released Parties, and any of them, that were alleged, or reasonably could have been alleged, based
5 on the facts during the Class Period stated in the operative complaints in Bizzle Matter 1, which
6 arose at any time during the Class Period, including but not limited to, claims for failure to pay for
7 all hours worked (including minimum wages and overtime), failure to provide meal periods,
8 failure to authorize and permit rest periods, failure to timely pay wages during employment,
9 failure to timely pay final wages at termination, failure to furnish accurate itemized wage
10 statements, failure to maintain accurate payroll records, failure to reimburse business expenses,
11 and all damages, interest, penalties, attorneys' fees, costs, and other associated penalties. The
12 release does not extend to any claims not alleged in the operative Complaint in Bizzle Matter 1,
13 and specifically excludes claims for workers' compensation, personal injuries, unemployment
14 insurance, state disability compensation, claims under the Employment Retirement Income
15 Security Act of 1974, previously vested benefits under any employer sponsored benefits plan,
16 wrongful termination, discrimination, retaliation, and harassment including but not limited to
17 those arising under the Age Discrimination In Employment Act, the California Fair Employment
18 and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights
19 Act of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal
20 Family Medical Leave Act, the California Pregnancy Leave Law, or similar state or federal laws,
21 the Federal Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or
22 violations of any other state or federal law, rule or regulation concerning discrimination,
23 retaliation and/or harassment.

24 13. The Release of PAGA Claims is as follows: All claims for civil penalties under the
25 PAGA alleged against the Released Parties in the operative complaints in the Litigation, along
26 with all claims that could have been alleged based on the facts alleged in the operative complaints
27 in the Litigation and the Plaintiffs' PAGA notices to the LWDA, which arose at any time during
28 the PAGA Period, including claims for failure to properly pay wages for all hours worked

1 (including minimum and overtime wages), failure to provide meal periods, failure to authorize and
2 permit rest periods, failure to timely pay wages during employment, failure to timely pay final
3 wages at termination, failure to keep accurate payroll records, failure to reimburse business
4 expenses, and failure to furnish accurate itemized wage statements.

5 14. Plaintiff shall enter into a general release of all claims against the Defendants and a
6 waiver of the benefits of California Civil Code § 1542. Settlement ¶ 3.5.3 i.-iii.

7 15. The Court finds the Maximum Settlement Amount of \$2,450,000.00, the Net
8 Settlement Amount, the PAGA penalties allocation or “LWDA Payment,” and the methodology
9 used to calculate and pay each Settlement Class Member’s Individual Class Settlement Payment
10 and PAGA Employees’ Individual PAGA Settlement Payments are fair and reasonable, and
11 authorizes the Settlement Administrator to pay the Individual Class Settlement Payments to
12 Participating Class Members, the Individual PAGA Settlement Payments to PAGA Employees,
13 and the LWDA PAGA Payment to the Labor and Workforce Development Agency in accordance
14 with the terms of the Settlement.

15 16. Defendants will fund the total Maximum Settlement Amount, along with the
16 Employer Taxes (which will be paid by Defendants separately and in addition to the Maximum
17 Settlement Amount). The Maximum Settlement Amount will be paid as follows:

18 (a) Defendants shall deposit one-third of the Maximum Settlement Amount of
19 \$2,540,000 (\$846,666.67) with the Settlement Administrator no later than thirty (30) days
20 after the Court enters an order granting final approval of the Settlement.

21 (b) Defendants shall deposit one-third of the Maximum Settlement Amount of
22 \$2,540,000 (\$846,666.67) with the Settlement Administrator later than two-hundred twelve
23 (212) days after the Court enters an order granting final approval of the Settlement.

24 (c) Defendants shall deposit one-third of the required Maximum Settlement Amount of
25 \$2,540,000 (\$846,666.67) with the Settlement Administrator no later than three-hundred
26 ninety-five (395) days after the Court enters an order granting final approval of the
27 Settlement.

28 17. The Administrator shall distribute Individual Class Settlement Payments,

1 Individual PAGA Settlement Payments, the LWDA Payment, the Settlement Administration
2 Costs, the Class Counsel Litigation Expense Payment, the Class Counsel Litigation Expenses
3 Payment, the Class Counsel Fees Payment, and the Class Representative Service Payment no later
4 than (14) calendar days after Defendants' payment of the final portion of the settlement funds to
5 the Settlement Administrator, pursuant to the terms of the Agreement.

6 18. The Court finds that Class Counsel's request for attorneys' fees in the amount of
7 \$846,666.67, which is one-third of the Maximum Settlement Amount, is reasonable under the
8 common fund method with a lodestar cross-check. The Court finds that the number of hours Class
9 Counsel spent prosecuting the Action is reasonable ~~and Class Counsel's hourly rates are~~
10 ~~reasonable and in line with rates prevailing in the community.~~ The Court awards Class Counsel
11 \$846,666.67 in attorneys' fees to be paid from the Maximum Settlement Amount.

12 19. The Court finds that Class Counsel has incurred \$22,321.72 in costs and expenses,
13 which were reasonably necessary to the prosecution of this lawsuit on behalf of the Class
14 Members. The Court awards Class Counsel \$22,321.72 in costs and expenses to be paid from the
15 Maximum Settlement Amount.

16 20. The Court approves a Class Representative Service Payment in the amount of
17 \$10,000.00 to Plaintiff for her efforts and risks in prosecuting the Action on behalf of Class
18 Members and for Plaintiff's Release.

19 21. The Court approves penalties under the Labor Code Private Attorneys General Act
20 of 2004, California Labor Code sections 2698, et seq., in the amount of \$150,000.00. The PAGA
21 Penalties shall be paid from the Maximum Settlement Amount follows: \$112,000.00 to the
22 California Labor and Workforce Development Agency, and \$37,500.00 to PAGA Employees
23 according to the formula set forth in the Settlement as their Individual PAGA Settlement Payment.

24 22. The Court approves payment of Settlement Administration Costs in the amount of
25 \$19,400.00 to Simpluris, Inc., to be paid from the Maximum Settlement Amount.

26 23. The Court also hereby orders that any checks distributed to Settlement Class
27 Members and/or PAGA Employees from the Maximum Settlement Amount that remain uncashed
28 after 180 days from the date of issuance shall be distributed to the Controller of the State of

1 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et
2 seq., for the benefit of those Class Members who did not cash their check(s), until such time that
3 they claim their property.

4 24. The parties shall implement the Settlement according to its terms.

5 25. Pursuant to California Rules of Court, Rule 3.769(h), and Code of Civil Procedure
6 § 664.6, this Court shall retain exclusive and continuing jurisdiction over the parties with respect
7 to all matters related to the administration and consummation of the Settlement, and any and all
8 claims, asserted in, arising out of, or related to the subject matter of the Action.

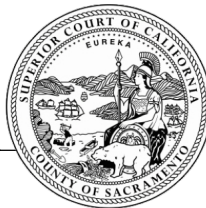
9 26. An Order to Show Cause Re: Compliance with Terms of Judgment is scheduled for
10 June 26, 2026 at 10:30 a.m. in Department 22. No later than June 11, 2026, Class
11 Counsel shall file a declaration regarding the status of distribution of the settlement funds.

12 27. The Court directs that a separate Judgment shall be entered in accordance with the
13 terms of this Order.

14 28. The Administrator shall give notice of this Order to Class Members by, posting a
15 copy of the Order on the website the Administrator established for purposes of settlement
16 administration.

17 **IT IS SO ORDERED.**

18 DATED: 10/11/24



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20 HON. LAURI A. DAMRELL
21 Judge of the Superior Court
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