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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

Judicial Council Coordination Proceeding
No.: CJC-22-005258

ALTUM SENIOR LIVING WAGE AND HOUR
CASES

[Assigned to: Hon Jeffrey S. Ross, Dept. 606]

CLASS ACTION

Included actions:

Valdies vs. Altum Senior Living, LLC, et al.,
Superior Court of California, County of San
Diego, Case No. 37-2021-00032142

Ortiz vs. Altum Senior Living, LLC, Superior
Court of California, County of San Francisco,
Case No. CGC-21-595150.

**[FURTHER REVISED PROPOSED]
ORDER GRANTING PLAINTIFFS'
SECOND RENEWED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 11, 2025

Time: 10:00 a.m.

Dept: 606

1 This matter came before the Honorable Jeffrey S. Ross in Department 606 of the Superior
2 Court of the State of California, for the County of San Francisco, on June 11, 2025 at 10:00 a.m.
3 for Plaintiffs’ second renewed Motion for Preliminary Approval of Class Action Settlement.
4 Lawyers for Justice, PC and Wilshire Law Firm appeared as counsel for Plaintiffs Kylee Valdies
5 and Paloma Ortiz Cruz (collectively, “Plaintiffs”), individually and on behalf of all others
6 similarly situated and other aggrieved employees, and Hanson Bridgett LLP appears as counsel
7 for Defendants Altum Senior Living, LLC and Crescendo Senior Living of Placentia
8 (collectively, “Defendants”).

9 The Court, having carefully considered the papers, argument of counsel, and all matters
10 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Second Renewed
11 Motion for Preliminary Approval of Class Action Settlement.

12 **IT IS HEREBY ORDERED THAT:**

13 1. The Court preliminarily approves the Fifth Amended Class and PAGA Action
14 Settlement and Release Agreement (“Settlement,” “Agreement” or “Settlement Agreement”),
15 attached as **EXHIBIT 1** to the Declaration of Benjamin H. Haber in Support of Plaintiffs’
16 Second Renewed Motion for Preliminary Approval of Class Action Settlement. This is based
17 on the Court’s determination that the Settlement falls within the range of possible approval as
18 fair, adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement,
20 and all capitalized terms defined therein shall have the same meaning in this Order as set forth
21 in the Settlement Agreement.

22 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
23 and reasonable. It appears to the Court that extensive investigation and research have been
24 conducted such that counsel for the parties at this time are able to reasonably evaluate their
25 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
26 substantial additional costs by all parties, as well as avoid the delay and risks that would be
27 presented by the further prosecution of the cases. It further appears that the Settlement has been
28 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was

1 entered into in good faith.

2 4. The Court preliminarily finds that the Settlement, including the allocations for
3 the Attorneys' Fees and Costs, Class Representative Enhancement Awards, LWDA Payment,
4 Settlement Administration Costs, and payments to the Participating Class Members provided
5 thereby, appear to be within the range of reasonableness of a settlement that could ultimately
6 be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
7 that is being granted as part of the Settlement and preliminarily finds that the monetary
8 settlement awards made available to the Participating Class Members are fair, adequate, and
9 reasonable when balanced against the probable outcome of further litigation relating to
10 certification, liability, and damages issues.

11 5. The Court concludes that, for settlement purposes only, the proposed Class meets
12 the requirements for certification under section 382 of the California Code of Civil Procedure
13 in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class
14 is impracticable; (b) common questions of law and fact predominate, and there is a well-defined
15 community of interest amongst the members of the Class with respect to the subject matter of
16 the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d)
17 Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class
18 action is superior to other available methods for the efficient adjudication of the controversy;
19 and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacity and
20 as the representative of the Class.

21 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
22 as follows: all current and former employees of Defendant Altum who performed work for
23 Defendants as non-exempt, hourly-paid employees in California at any time during the Class
24 Period.

25 7. The Class Period is the period of time from July 28, 2017 through December 8,
26 2022.

27 8. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh, and Yasmin
28 Hosseini of Lawyers for Justice, PC and Benjamin H. Haber and Chase M. Stern of Wilshire

1 Law Firm as counsel for the Class (together, Class Counsel”).

2 9. The Court provisionally appoints Plaintiffs Kylee Valdies and Paloma Ortiz Cruz
3 as the representatives of the Class (together, “Class Representatives”).

4 10. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
5 administration of the Settlement (“Settlement Administrator”).

6 11. Within thirty (30) calendar days after the date on which the Court enters this
7 Order, Defendants will provide the Settlement Administrator the following most up-to-date
8 information about each Class Member and Aggrieved Employee in an electronic format: full
9 name, last-known mailing address, Social Security number, Workweeks during the Class Period,
10 start and end dates of employment by Defendant Altum during the Class Period, Workweeks
11 during the PAGA Period, start and end dates of employment by Defendant Altum during the
12 PAGA Period, and such other information as is necessary for the Settlement Administrator to
13 independently calculate Workweeks (collectively, “Class List”) in conformity with the
14 Settlement Agreement.

15 12. The Court approves, both as to form and content, the further revised Notice of
16 Class Action Settlement Class Notice attached hereto as EXHIBIT A to the Settlement
17 Agreement. The Class Notice shall be provided to Class Members in the manner set forth in the
18 Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately
19 inform the Class Members of all material elements of the Settlement, of Class Members’ right
20 to be excluded from the Class Settlement by submitted an opt out request, of Class Members’
21 right to dispute the Workweeks credited to each of them, and of each Class Members’ right and
22 opportunity to object to the Class Settlement. The Court further finds that distribution of the
23 Class Notice substantially in the manner and form set forth in the Settlement Agreement and
24 this Order, and that all other dates set forth in the Settlement Agreement and in this Order, meet
25 the requirements of due process and shall constitute due and sufficient notice to all persons
26 entitled thereto. The Court further order the Settlement Administrator to mail the Class Notice
27 by First-Class U.S. mail to all Class Members within fourteen (14) calendar days of receipt of
28 the Class List, pursuant to the terms set forth in the Settlement Agreement.

1 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member
3 may choose to be excluded from the Class Settlement by submitting a Request for Exclusion in
4 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
5 postmarked no later than the date which is forty-five (45) calendar days from the initial mailing
6 of the Class Notice to Class Members (“Response Deadline”). The Response Deadline shall be
7 extended by fifteen (15) calendar days for any mailings returned to the Settlement Administrator
8 by the Response Deadline. Any such person who timely and validly chooses to opt out of, and
9 be excluded from, the Class Settlement will not be entitled to any recovery under the Class
10 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or
11 comment thereon. Class Members who have not submitted a valid and timely Request for
12 Exclusion (i.e., Participating Class Members) shall be bound by the Settlement Agreement and
13 any final judgment based thereon.

14 14. A Final Approval Hearing shall be held before this Court on
15 _____ at _____ a.m./p.m. in Department 606
16 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco,
17 California 94102, to determine all necessary matters concerning the Settlement, including:
18 whether the proposed settlement of the action on the terms and conditions provided for in the
19 Settlement is fair, adequate, and reasonable and should be finally approved by the Court;
20 whether a judgment, as provided in the Settlement, should be entered herein; whether the plan
21 of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
22 to the Class Members, the State of California, and the Aggrieved Employees; and determine
23 whether to finally approve the requests for the Attorneys’ Fees and Costs, Class Representative
24 Enhancement Payments, and Settlement Administration Costs.

25 15. Class Counsel shall file a motion for final approval of the Settlement and for
26 Attorneys’ Fees and Costs, Class Representative Enhancement Payments, and Settlement
27 Administration Costs, along with the appropriate declarations and supporting evidence,
28 including the Settlement Administrator’s declaration, by

_____, to be heard at the Final Approval Hearing.

16. To object to the Class Settlement, a Participating Class Member may submit his or her objection in writing to the Settlement Administrator on or before the Response Deadline. If a Participating Class Member submits a timely and valid Objection, he or she may also appear individually or through counsel of his or her choice, paid at his or her own expense, and be heard at the Final Approval Hearing if he or she wishes to do so, without any prior notice. The Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

17. The Settlement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

18. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

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1 19. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the
3 Class Members and Aggrieved Employees, and retains jurisdiction to consider all further
4 applications arising out of or connected with the Settlement.

5 **IT IS SO ORDERED.**

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8 DATE:

Honorable Jeffrey S. Ross
Judge of the Superior Court