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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

JAMIE JOHNSON, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, vs. SAN FRANCISCO HEALTH CARE AND REHAB INC, a California Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CGC-22-597785 *[Assigned to the Hon. Jeffrey S. Ross in Dept 606 for all purposes]* **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND [PROPOSED] FINAL ORDER AND JUDGMENT** *[Plaintiff separately filed the Motion for Attorneys Fees, Costs and Service Award]* Hearing: Date: November 10, 2025 Time: 9:00 a.m. Dept.: 606

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on November 10, 2025, at 9:00 a.m., or as soon thereafter as this matter may be heard by the Honorable Jeffrey S. Ross in Department 606 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102, Plaintiff Jamie Johnson, individually and on behalf of all others similarly situated, will move this Court for an Order granting final approval of the class action settlement between Plaintiff and Defendant San Francisco Health Care and Rehab, Inc., which was preliminarily approved by the

Court. This Motion seeks final approval and entry of judgment of a $760,000 settlement on behalf of the Class Members and is unopposed by Defendant.

Specifically, Plaintiff will and hereby does move the Court to grant final approval of the Class Action and PAGA Settlement Agreement and Release of Claims ("Settlement Agreement"), and enter the proposed order and final judgment filed concurrently herewith:

1. Finally certifying the Class, as defined in the Settlement Agreement and the Court's Order Granting Preliminary Approval of the Settlement;

2. Finally appointing Plaintiff as the Class Representative for purposes of settlement;

3. Finally appointing Brian Mankin and Peter Carlson as Class Counsel;

4. Finding that the Class Notice was properly provided to the Class in accordance with the Court's Order granting Preliminary Approval;

5. Finally approving the settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;

6. Binding participating Class Members to the terms of the Settlement Agreement, including the Release specified therein; and

7. Retaining jurisdiction to enforce the Settlement Agreement.

This Motion will be based upon this notice; the attached memorandum of points and authorities; the Declarations of the Settlement Administrator (Mayra Gonzalez of Phoenix Settlement Administrators) and Class Counsel (Brian Mankin), as well as the separately filed Motion for Attorney Fees, Costs and Service Awards and declarations filed in support thereof; the records and files in this action; and any other further evidence or argument that the Court may receive at or before the hearing.

Dated: October 10, 2025 LAUBY, MANKIN & LAUBY LLP

BY: ______________________
Brian J. Mankin, Esq.
Attorneys for Plaintiff and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF ARGUMENTS AND ESSENTIAL POINTS

Pursuant to California Rules of Court, Rule 3.769(d) and (e), Plaintiff Jamie Johnson respectfully requests that this Court grant final approval of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "S.A.") and enter the proposed order and final judgment in this matter. This Motion is supported and unopposed by Defendant San Francisco Health Care and Rehab, Inc.

There are several essential reasons why this Settlement should be approved, and judgment entered accordingly, as follows:

- After years of hard-fought litigation and complex motion practice in state and federal court, discovery, and mediation, the Parties reached a $760,000 settlement, which is tailored to a limited release of the claims alleged on behalf of 564 Class Members;
- The Class Members were deemed to participate in the Settlement and were not required to submit a Claim Form to receive funds;
- There is no reversion to Defendant;
- There were <u>zero</u> objections and only one opt-out to the Settlement, meaning 99.8% of the Class is participating in the Settlement.

In accordance with the analysis and law set forth herein as well the preliminary approval motion, the Settlement should be approved and judgment entered based on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of the Class. (See Declaration of Class Counsel, Brian J. Mankin ¶ 13 ("Mankin Decl.").)

II. PERTINENT BACKGROUND AND SETTLEMENT TERMS

The Settlement covers all current and former nonexempt employees employed by Defendant in California during the Class Period of January 24, 2018, through September 6, 2024. The primary claims, which Defendant disputes and denies, involved allegations that the Class Members did not receive all required regular and overtime wages owed (due to rounding, auto-deduct practices and because Defendant failed to factor in additional earned compensation into regular rate calculations), did not receive all meal and rest breaks or premiums in lieu thereof, did not receive accurate itemized wage statements, as well as claims for waiting time penalties and PAGA penalties.

The Settlement includes 563 Participating Class Members. The following is a breakdown reflecting how the funds are allocated under the Settlement Agreement (Declaration of Administrator, Mayra Gonzalez ("Gonzalez Decl."), ¶ 11):

Gross Settlement Amount	**$ 760,000.00**
Attorneys' Fees (1/3)	$ 228,000.00
Litigation Costs	$ 20,167.43
Administrator Costs	$ 10,000.00
PAGA Penalties	$ 40,000.00
Class Representative Service Award	$ 3,000.00
Net Settlement Amount	**$ 458,832.57**

The Participating Class Members were deemed to participate and did not need to submit a Claim Form to receive payment. (Settlement Agreement or "S.A." ¶ 24). Each Participating Class Member will receive a pro rata share of the Net Settlement Amount according to the percentage of Workweeks worked during the Class Period, such that the amount actually distributed to Participating Class Members will equal 100% of the Net Settlement Amount. (S.A. ¶ 48(c)).

The 563 Participating Class Members collectively worked 34,373 Workweeks during the Class Period, resulting in a net value of approximately $13.35/Workweek. (Gonzalez Decl. ¶ 10). Assuming all of the amounts in the Settlement are approved by the Court, the *average* Individual Class Payment is estimated to be $814.98, and the *highest* individual settlement payment is approximately $4,231.52. (Gonzalez Decl.¶ 12).

In addition, 309 Aggrieved Employees collectively worked 17,270 weeks during the PAGA Period, and will each receive an Individual PAGA Payment based on their share of the $10,000 in PAGA Penalties (25% of the total $40,000 PAGA allocation), calculated pro-rata based on the number of Weeks Worked during the PAGA Period. (S.A. ¶ 48(h)). The average payment to the Aggrieved Employees is $32.36. (Gonzalez Decl.¶ 13).

The Parties agree that 33.33% of the Individual Class Payments will be allocated as wages subject to withholding of all applicable local, state and federal taxes and the remaining

66.67% will be allocated for non-wage damages and interest from which no taxes will be withheld. (S.A. ¶ 48(d)). The Individual PAGA Payments will be classified entirely as civil penalties and shall be reported as required on an IRS Form 1099. (S.A. ¶ 48(h)). Defendant will separately pay its respective share of employer payroll taxes on the sum allocated to wages. (S.A. ¶ 48(a)).

Pursuant to the terms of the Settlement Agreement, Defendant is required to fund the Settlement Amount, plus Defendant's share of payroll taxes owed on the Individual Class Payments, within 30 days of the Effective Date (S.A. ¶ 66). Within 10 days after receiving the funds, the Administrator shall issue payments to cover all court-approved payments. (S.A. ¶ 67).

Class Members will have 180 days to cash the settlement check. If a Class Member fails to cash a check by the deadline, the Administrator shall issue unclaimed funds to the California State Controller in the name of the Class Member/Aggrieved Employee (S.A. ¶ 68).

III. THE NOTICE PROCESS

A. <u>Notice to the Class Members</u>

Pursuant to the Court's Order and the Settlement Agreement, the Parties directed the Settlement Administrator to review and update the Class Members' addresses, mail the Court-approved Notice Packet, and process their responses. The Administrator also posted the relevant documents on its website for the Class Members to access.

Prior to mailing the Class Notice, the Settlement Administrator performed a National Change of Address search on all Class Members to determine if any had moved. (Gonzalez Decl. ¶ 4). On August 12, 2005, the Class Notice was sent via first-class mail to 564 Class Members. (Gonzalez Decl. ¶ 5).

As of the date of the Administrator Declaration, zero Notices were returned as undeliverable, resulting in a 100% success rate in mailing the Notice Packet. (Gonzalez Decl.¶ 6).

In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Notice provided Class Members with (1) a brief explanation of the case; (2) an explanation of each Class Member's right to opt out of the settlement class; (3) an explanation of the process (and relevant deadlines) through which a Class Member could opt out of the settlement class; (4) notice about the binding nature of the Judgment for Class Members who do not opt out; (5) an explanation of each Class Member's right to appear through counsel; (6) an explanation of each Class Member's right to appear at the fairness hearing and express views on the Settlement, i.e., object or otherwise respond; and (7) an explanation of each Class Member's right to participate in the Settlement and receive payment accordingly. (See **Exhibit A** to the Gonzalez Decl.)

B. There are Zero Objections and One Opt-Out, Resulting In An Impressive 99.8% of the Class Participating in the Settlement

California law makes clear that the percentage of objectors and opt-outs is an important factor in the Court's consideration of a proposed class action settlement. (See *Dunk v. Ford Motor Co. (1186) 48 Cal.App.4th 1794* at 1802.) Indeed, the Ninth Circuit and other federal courts recognize that in the final fairness analysis, the number or percentage of class members who object to the settlement is a significant factor. (See *Mandujano v. Basic Vegetable Prods., Inc*., (9th Cir. 1976) 541 F.2d 672, 677; *In re American Bank Note Holographics, Inc*. (SDNY 2001) 127 F.Supp.2d 418, 425 ["[i]t is well settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.")

In this case, there are zero objections and only one opt-out to the Settlement -- meaning that 99.8% of the Class Members are participating in the Settlement. (Gonzalez Decl. ¶¶ 7-9).

V. EVALUATION OF THE SETTLEMENT

It is axiomatic that California law strongly favors and encourages settlements. (See *Stambaugh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236.) This presumption in favor of settlement applies with particular force in the context of class actions. (See *Ferguson v. Lieff, Cabraser, Heimann & Bernstein* (2003) 30 Cal.4th 1037 ["[p]ublic policy favoring settlement is especially weighty for class actions"]; *Bell v. Am. Title Ins. Co.* (1991) 226 Cal.App.3d 1589, 1607-1608 [affirming the trial court's approval of a class settlement and implicitly endorsing its citation of federal precedent for the notion that there is a "strong public policy in favor of settlement of class actions"]; see also *Franklin v. Kaypro Corp.* (9th Cir. 11869) 884 F.2d 1222, 1229, quoting *Van Bronkhorst v. Safeco Corp*. (9th Cir. 1976) 529 F.2d 943, 950 ["it hardly seems necessary to point out that there is an overriding public interest in settling and quieting litigation. This is particularly true in class action suits"].)

When entertaining a request for final approval of a class action settlement, a court's fundamental consideration is whether the settlement is fair, adequate, and reasonable. (See *Dunk*, *supra*, 48 Cal.App.4th at 1801, fn. 7 [noting that state courts look to federal authority concerning the approval of class settlements]; California Rules of Court, rule 3.769(g).)

Fairness is presumed when: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; (4) the percentage of objectors and opt outs is small, and (5) the range of reasonableness of the settlement fund to a possible recovery in light of all attendant risks of litigation." (*Dunk*, *supra*, 48 Cal.App.4th at 1802.) All five of these factors are present here and discussed in detail below.

A. <u>The Settlement Was Reached Through Informed Arms-Length Negotiation</u>

Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered. Thus, there is a presumption here that the negotiations were conducted in good faith. (See, 3 Alba Conte & Newberg, supra, at § 11.51.) And they were. The proposed settlement here was the product of arm's-length negotiation before a highly experienced and reputable class action mediator, which was finally consummated in the months after mediation.

Here, Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Class.

As the Settlement Agreement itself reveals, there is no preferential treatment for any segment of the class, as the Settlement is designed to compensate all Class Members fairly and adequately. And pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed upon and proposed attorney fee award, which is well within the range of reasonableness for matters of this nature.

B. Plaintiff's Investigation Was Sufficient

As set forth at the time of preliminary approval, Class Counsel's investigation into the facts and merits of the wage and hour claims alleged included substantial written discovery, analyzing substantial amounts of information, correspondence, documents, policies and procedures, pay data and timekeeping records, and evidence relating to the class size and the commonality of the claims. During this process, Plaintiff and Class Counsel conducted investigations into the potential claims of the similarly situated employees, as well as researching and investigating Defendant's defenses. Finally, Class Counsel synthesized and analyzed information provided by Defendant as to the total Class Members, the number of current and former employees, the number of employees who worked during various time periods, and prepared comprehensive damages calculations regarding the claims at issue.

C. Class Counsel Are Experienced in Similar Litigation and Endorse the Settlement

Class Counsel are experienced in this type of litigation, and they have represented (and hereby do represent) that this Settlement is fair and reasonable. (Mankin Decl., ¶¶ 13, 20; see *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152 [Final approval of settlement affirmed where counsel were all experienced litigators with class-action experience and had recommended settlement based on the negotiated terms].)

D. The Percentage of Objectors and Opt Outs Support the Settlement

There are zero objections and only one opt-out to the Settlement, resulting in a 99.8% participation rate. (Gonzalez Decl. ¶¶ 8-9). This shows that the Class favors the Settlement.

E. Reasonable Estimate of the Nature and Amount of Recovery

Plaintiff's Motion for Preliminary Approval contained a comprehensive *Kullar* analysis (which sufficiently provided the Court with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) Of course, a settlement is not judged against what might have been recovered had a Plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba v. Apple Computers, Inc*. (2001) 91 Cal.App.4th 246, 250.) ("Compromise is inherent and necessary in the settlement process … even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.")

In light of the uncertainties of protracted litigation, this negotiated settlement reflects the best practicable recovery for the Class. While the total settlement amount is, of course, a compromise figure, the potential risks and opportunities of both parties were effectively weighed and considered by the parties, resulting in a fair and equitable settlement. Based upon detailed data obtained through discovery and information exchanges, and factoring in claim certification probabilities and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and in order to reach a realistic and reasonable resolution.

Of course, Defendant denies liability, denies that any damages should be assessed, and denies all of the value assessed by Plaintiff. Notwithstanding these arguments, the Settlement commits Defendant to pay $760,000 to settle the litigation.

VI. THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE

For their efforts in creating a common fund for the benefit of the Class, the Settlement Agreement provided that Class Counsel may seek reasonable fees of $228,000.00 (30% of the Settlement Amount). This amount will be paid from the settlement amount. These fees are warranted under the law and within the range of fees commonly awarded in similar cases, as set forth in detail in the separately filed Motion for Attorney's Fees, Costs and Service Award and my declarations in support thereof (collectively, the "Motion for Fees, Costs and Service Award").

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VII. THE REQUESTED COSTS AND SERVICE AWARDS ARE REASONABLE

A. <u>The Requested Costs Are Reasonable and Merit Approval</u>

The Settlement Agreement authorized litigation expenses up to $30,000. However, Class Counsel's actual costs through the final approval hearing are estimated to be $20,167.43, which is fair and reasonable, as set forth in the Motion for Fees, Costs and Service Award.

B. <u>The Requested Service Award is Reasonable and Merit Approval</u>

The Motion for Fees, Costs and Service Award fully discusses the reasons why the Service Award is reasonable and merits approval.

VIII. OTHERS MATTERS RE: FINAL APPROVAL

A. <u>Settlement Administration Costs</u>

The parties agreed that the Administrator, Phoenix Settlement Administrators, would be compensated for services performed. The Administrator's flat fee is $10,000.00, which includes completing the settlement distribution. (Gonzalez Decl., ¶ 15.)

B. <u>Notice of Final Judgment to the Class</u>

The Proposed Final Approval Order directs the Settlement Administrator to give notice of entry of judgment by including a postcard to the Class Members at the same time the checks are mailed.

C. <u>Uncashed Checks</u>

The Settlement Agreement provides that unclaimed funds will be submitted to the California State Controller's Unclaimed Property Fund in the name of the Class Member or PAGA Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (S.A. ¶ 68).

D. <u>Final Report</u>

Defendant's payment is due 30 days after the Effective Date. The Administrator then has 10 days thereafter process the funds and issue checks to the Class Members, who will then have 180 days to cash their checks. Accordingly, the Parties project that the check cashing deadline will occur on approximately July 8, 2026. In the event of uncashed checks, the Administrator is required to hold the funds for approximately one year. Thus, the Parties propose submitting a final report in the form of a declaration from the Administrator by approximately August 24, 2027, and then holding a disbursement hearing thereafter at the Court's convenience.

E. Submission to the LWDA

As set forth in the Mankin Declaration at ¶ 19, the Settlement Agreement and this motion are concurrently being submitted to the LWDA in accordance with Labor Code § 2699(l)(2). The LWDA has not commented on the Settlement to date.

IX. CONCLUSION

Plaintiff respectfully submits that the Settlement is fair, adequate, and reasonable, and merits final approval.

Dated: October 10, 2025

LAUBY, MANKIN & LAUBY LLP

BY: ______________________
Brian J. Mankin, Esq.
Attorneys for Plaintiff and the Class

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE:

I, Tracie Chiarito, declare I am a citizen of the United States of America and am employed in Riverside, California; I am over the age of 18 years and am not a party to the within action; my business address is 5198 Arlington Avenue, PMB 513, Riverside, California 92504. On October 10, 2025, I served the within **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND [PROPOSED] FINAL ORDER AND JUDGMENT** in said action by electronic filing service Case Home Page website to the parties on the service list maintained on the Case Home Page website for this case pursuant to the Court Order establishing the case website and authorizing service of documents.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 10, 2025, at Riverside, California.

Tracie Chiarito

Tracie Chiarito, Declarant

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