

Samuel A. Wong (SBN 217104)
Kashif Haque (SBN 218672)
Jessica L. Campbell (SBN 280626)
Fawn F. Bekam (SBN 307312)
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
swong@aegislawfirm.com
khaque@aegislawfirm.com
jcampbell@aegislawfirm.com
fbekam@aegislawfirm.com

Carolyn H. Cottrell (SBN 166977)
David C. Leimbach (SBN 265409)
Michelle S. Lim (SBN 315691)
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**
2000 Powell Street, Suite 1400
Emeryville, California 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105
ccottrell@schneiderwallace.com
dleimbach@schneiderwallace.com
mlim@schneiderwallace.com

*Attorneys for Plaintiffs, the Putative Collective,
the Putative Class, Aggrieved Employees,
and on behalf of the State of California*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

ANDREA SALONGA and DANIELA
MELGOZA, individually and on behalf of all
others similarly situated and the State of
California,

Plaintiffs,

v.

AEGIS SENIOR COMMUNITIES, LLC,
d/b/a AEGIS LIVING; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22CV007450

**PLAINTIFFS' NOTICE OF AND MOTION
FOR PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: January 25, 2024

Time: 3:00 p.m.

Dept: 514

Judge: Hon. Noël Wise

Reservation ID: 106613794847

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on January 25, 2024, at 3:00 p.m. or as soon thereafter as the
3 matter may be heard in Department 514 of the Superior Court of California, County of Alameda, the
4 Honorable Noël Wise presiding, Plaintiffs Andrea Salonga and Daniela Melgoza, individually and
5 on behalf of the putative class and collective members, the State of California, and the Aggrieved
6 Employees (“Plaintiffs”) will and hereby do move for an Order:

7 1. Granting preliminary approval of the proposed Settlement based upon the terms set
8 forth in the Class and Collective Action Settlement Agreement and Release filed herewith as **Exhibit**
9 **A** to the Declaration of Carolyn H. Cottrell (the “Settlement”), subject only to the objections of Class
10 Members and final review by the Court;

11 2. Finding that the terms of the Settlement are fair, adequate, and reasonable;

12 3. Certifying the proposed Class pursuant to California Code of Civil Procedure § 382
13 for settlement purposes only;

14 4. Certifying the proposed Collective pursuant to 29 U.S.C. § 216(b) for settlement
15 purposes only;

16 5. Confirming Plaintiffs Andrea Salonga and Daniela Melgoza as Class Representatives,
17 and Schneider Wallace Cottrell Konecky LLP (“SWCK”) and Aegis Law Firm PC (“Aegis”) as
18 Class Counsel;

19 6. Confirming Phoenix Settlement Administrators as the Settlement Administrator;

20 7. Approving, as to form and content, the Notice of Settlement of Class Action (the
21 “Class Notice”), in substantially the form attached to the Settlement as **Exhibit B**, and the Notice of
22 Settlement of Collective Action (“Collective Notice”), in substantially the form attached to the
23 Settlement as **Exhibit C**;

24 8. Approving the manner and method set forth in the Class Notices for Class and
25 Collective Members to object, dispute workweeks, request exclusion from the Settlement, or opt in
26 to the Settlement (for Collective Members only);

27 9. Directing the dissemination of the Class Notice and Collective Notice to the Class and
28 Collective Members (respectively) by first class U.S. mail in accordance with the Administration

Schedule set forth in the Settlement and summarized below, and finding the method and dates selected for the mailing and distribution of the Notices, as set forth in the Administration Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto;

10. Setting a Final Approval Hearing on the questions of: (a) whether to certify this Action, the Class, and the Collective as a Class and Collective action under California Code of Civil Procedure § 382 and 29 U.S.C. § 216(b) for purposes of settlement only; (b) whether dissemination of the Notices was accomplished as directed and met the requirements of due process; (c) whether the Settlement should be finally approved as fair, reasonable, and adequate; (d) whether Plaintiffs' applications for their Service Awards should be granted; (e) whether Class Counsel's application for attorneys' fees and costs should be granted; (f) whether to direct distribution of the Settlement funds in accordance with the Settlement Agreement; (g) whether to enter a Final Judgment; and (h) whether to retain continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters;

10. Approving and adopting the Implementation Schedule set forth in the Settlement, which includes among other deadlines:

EVENT	DEADLINE
Defendants to provide Class List to Settlement Administrator (Settlement, ¶ 6.4)	Within ten business days after the Court's preliminary approval of Settlement.
Settlement Administrator to identify current addresses using the National Change of Address Database (Settlement, ¶ 6.5.2)	Within five business days after receiving the Class List.
Settlement Administrator to mail Class Notice and Collective Notice to Class Members (Settlement, ¶ 6.5.2)	Within five business days after taking such efforts to identify current addresses.
Settlement Administrator to remail any returned Class or Collective Notices (Settlement, ¶ 6.5.3)	Within three business days following receipt of returned mail.
Defendant's Deadline to Fund the Qualified Settlement Fund (Settlement, ¶ 10.1)	Within ten business days after the Court's preliminary approval of Settlement.
Class Member Response Deadline to dispute workweeks, object to class action, request exclusion from class action, and opt-in to collective action (Settlement, ¶¶ 1.39, 6.7, 6.8, 6.9, 6.11).	60 days after the Class Notice is initially mailed to Class Members and Aggrieved Employees.

1	Settlement Administrator to provide Defendants' Counsel and Class Counsel its Report regarding Responses (Settlement, ¶ 6.5.4)	Within ten business days after the Notice Deadline.
2		
3	Final Approval Hearing (Settlement, ¶ 9.1)	Plaintiff requests that the Court schedule the Final Approval Hearing no earlier than 30 days after the Response Deadline.
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5	Settlement Administrator to provide Class Counsel and Defense Counsel its Administrator's Declaration of Due Diligence and Compliance (Settlement, ¶ 6.12)	No later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of Settlement.
6		
7	Settlement Administrator to provide Defendants' Counsel, Class Counsel, and the Court its Final Report (Settlement, ¶ 6.13)	Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount.
8	Effective Date (Settlement, ¶¶ 1.17, 1.19)	The earliest date by which both of the following have occurred: (a) the Court enters a Judgment granting Final Approval of the Settlement; and (b) the Judgment becomes Final. "Final" means that the Judgment or a court order is final and appealable and either: (a) no appeal, motion, or petition to review or intervene has been taken with respect to the Judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired; or (b) if an appeal, motion, or petition to intervene or other review proceeding of the Judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petition for rehearing or re-argument, petition for rehearing en banc, petition for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the Judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the Fee Award, Class Counsel's Costs Award, or any Service award shall not by itself delay or preclude the Judgment from becoming a final judgment or delay or preclude the Effective Date of this Agreement.
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25	Settlement Administrator to provide Class Counsel and Defense Counsel a Final Report of all Settlement Awards (Settlement, ¶ 10.11)	At least five business days before Settlement Administrator's payments to Participating Class Members, Collective Members, and Aggrieved Employees.
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27	Settlement Administrator's Payments of Service Awards, Fee Awards, Class	Within ten days after the Effective Date.
28		

Counsel's Costs, Payment to the LWDA, Settlement Administration Costs, and Settlement Awards to Participating Individuals, and the Net PAGA Amount (Settlement, ¶ 10.3, 10.12)	
Settlement Administrator to mail Reminder Letter to persons who have not yet cashed their Settlement Check (Settlement, ¶ 10.13)	90 days before the Check Cashing Deadline.
Check Cashing Deadline (Settlement, ¶ 10.13)	180 days from the date of issuance.
Plaintiffs to file Post-Distribution Accounting (Settlement, ¶ 10.14.1)	Within 21 days after the distribution of any remaining monies to Participating Individuals who were sent and cashed their Settlement Award check or to the California Controller's Unclaimed Property Fund

This Motion is based on this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, the Declarations of Carolyn H. Cottrell and of Fawn F. Bekam (and all the exhibits attached thereto), the Declarations of Plaintiffs Salonga and Melgoza, all other documents and records on file in this action, and on such further oral and documentary evidence as may be given at the hearing, if any, on this Motion.

Dated: October 25, 2023

Respectfully Submitted,

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Fawn F. Bekam
AEGIS LAW FIRM, PC



Carolyn H. Cottrell
David C. Leimbach
Michelle S. Lim
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