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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CAPRICE JUSTICE WILLIAMS, on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

v.

TOTAL LONGTERM CARE, INC., a
corporation; INNOVAGE CALIFORNIA
PACE-INLAND EMPIRE, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CIVSB2213347

CLASS ACTION

[Assigned for all purposes to: Hon. Jessica
Morgan, Dept. S-26]

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

PRELIMINARY APPROVAL HEARING

Date: December 6, 2023

Time: 8:30 a.m.

Dept: S-26

Complaint filed: June 23, 2022

Trial date: Not set

1 The Court has before it, Plaintiff Caprice Justice Williams's ("Plaintiff") Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action Settlement, the Declarations of Justin F. Marquez and Plaintiff, the
4 Joint Stipulation Re: Class Action and Representative Action Settlement (which is referred to
5 here as the "Settlement Agreement"), and good cause appearing, the Court hereby finds and
6 orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff Caprice Justice Williams and
11 Defendant Total Longterm Care, Inc. ("Defendant"), attached to the Declaration of Justin F.
12 Marquez in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
13 as Exhibit 2.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$1,300,000 to cover (a) settlement payments to class members who do not validly opt out; (b) a
19 \$50,000.00 payment to the State of California, Labor & Workforce Development Agency for its
20 share of the settlement of claims for penalties under the Private Attorneys General Act, with
21 75% of which (\$37,500.00) will be paid to the LWDA and 25% (\$12,500.00) will be paid to
22 eligible Aggrieved Employees; (c) Class Representative service payment of up to \$12,500.00
23 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed 33 1/3% of the Gross Settlement
24 Amount (\$433,333.33), and up to \$25,000.00 in costs for actual litigation expenses incurred by
25 Class Counsel; and (e) Settlement Administration Costs of up to \$20,000.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under the
13 Private Attorneys General Act, and the class representative's enhancement award should be
14 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
15 accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "all current and former non-exempt employees who worked in
18 California for Defendant at any time during the Class Period."

19 6. "Class Period" means the period March 30, 2018 through October 31, 2023,
20 unless Defendant elects to shorten the Class Period pursuant to Paragraph 17 of the Agreement.

21 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representatives, for settlement purposes only, Plaintiff Caprice Justice Williams. The Court further preliminarily approves Plaintiff's ability to request an incentive award up to \$12,500.00.

9. The Court appoints, for settlement purposes only, Justin F. Marquez, Benjamin H. Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Total Settlement Amount (\$433,333.33), and costs not to exceed \$25,000.00.

10. The Court appoints Phoenix Settlement Administrators as the Settlement Administrator with reasonable administration costs estimated not to exceed \$20,000.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	[10 days after the Court grants preliminary approval of the settlement]
Settlement Administrator to mail the Notice Packets	[10 days after receiving the Class List]
Response Deadline	[45 days after notice is mailed]
Deadline to Respond to Objections	[5 days before the Final Approval Hearing]
Final Approval Hearing	[16 court days after the motion for final

approval is filed]

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Jessica Morgan
San Bernardino County Superior Court

Caprice Justice Williams, et al. v. Total Longterm Care, Inc, et al.
CIVSB2213347

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On November 13, 2023, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Adam Y. Siegel
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Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed this **November 13, 2023**, at Los Angeles, California.


Sandy S. Sespene