

Justin F. Marquez, (SBN 262417)
justin@wilshirelawfirm.com
Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com
Maxim Gorbunov (SBN 343128)
mgorbunov@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Boulevard, 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

CAPRICE JUSTICE WILLIAMS, individually,
and on behalf of all others similarly situated,
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,

Defendants

Case No. CIVSB2213347

CLASS ACTION

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

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

FINAL APPROVAL HEARING

Date: April 2, 2024
Time: 8:30 a.m.
Dept.: S-26

1 On or around December 5, 2023, this Court issued an Order Granting Preliminary Approval
2 of Class Action Settlement. Plaintiff Caprice Justice Williams (“Plaintiff”) now seeks an order
3 granting final approval of the Joint Stipulation Re: Class Action and Representative Action
4 Settlement (“Settlement”), attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s
5 Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed and
7 considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of Class
8 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
9 had herein, and the absence of any written objections received regarding the proposed settlement,
10 and having reviewed the record in this action, and good cause appearing therefor,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Settlement filed in this case.

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
15 Settlement Class Members, and Defendant Total Longterm Care, Inc. (“Defendant”).

16 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
17 reasonable and therefore meets the requirements for final approval. The Court grants final approval
18 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
19 Agreement between Plaintiff and Defendant, attached to the Declaration of Justin F. Marquez in
20 Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

21 4. The Court finds that the Settlement appears to have been made and entered into in
22 good faith and hereby approves the settlement subject to the limitations on the requested fees and
23 enhancements as set forth below.

24 5. Upon the date Defendant transfers the Gross Settlement Amount and Employer
25 Taxes necessary to effectuate the Settlement, entry of an Order granting Final Approval of the
26 Settlement, and entry of Judgment, Plaintiff and Participating Class members release the Released
27 Parties from any and Operative Complaint based on the facts alleged therein, which arose during
28 the Class Period, including but not limited to (1) all claims for failure to pay minimum and straight

1 time wages, pursuant to Labor Code sections 204, 1194, 1194.2, 1197, 1197.1; (2) all claims for
2 failure to pay overtime wages, including the first 8 hours of work on the seventh day worked of
3 any one workweek, pursuant to Labor Code sections 510, 551, 552, 1194, and 1198; (3) all claims
4 for failure to provide meal periods or compensation in lieu thereof, pursuant to Labor Code sections
5 226.7 and 512; (4) all claims for failure to provide rest periods or compensation in lieu thereof,
6 pursuant to Labor Code sections 226.7 and 512; (5) all claims for failure to pay all wages due upon
7 separation from employment, pursuant to Labor Code section 201, 202 and 203; (6) all claims for
8 failure to issue accurate and compliant wage statements, pursuant to Labor Code section 226; (7)
9 all claims for failure to indemnify necessary expenditures or losses, pursuant to Labor Code section
10 2800 and 2802; and (8) all claims asserted through California Business & Professions Code section
11 17200, *et seq.* arising out of the Labor Code violations referenced in the Complaint (the “Class
12 Released Claims”).

13 6. Upon the date Defendant transfers the Gross Settlement Amount and Employer Taxes
14 necessary to effectuate the Settlement, entry of an Order granting Final Approval of the Settlement,
15 and entry of Judgment, the State of California and Aggrieved Employees release the Released parties
16 from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA and alleged in the Operative
17 Complaint and/or based on the Released Claims, which arose during the PAGA Period, regardless
18 of whether Aggrieved Employees opt out of the Settlement Class (“PAGA Released Claims”).

19 7. The Released Parties are a) Defendant and each and all past or present owners,
20 partners, parent companies, subsidiaries, divisions, related or affiliated companies (regardless of
21 whether such partners, parent companies, subsidiaries, divisions, related or affiliated companies are
22 individuals, corporations, partnerships, limited partnerships, limited liability companies, or other
23 forms of entity) of Defendant; (b) each and all of the predecessor or successor entities of any of those
24 entities identified in subparagraph (a); (c) any other individuals or entities of any kind including, but
25 not limited to, any payroll companies, which have been or could be alleged to be in any manner
26 responsible (whether on an alter ego, joint employer, integrated enterprise, or any other theory) for
27 any violations described in Paragraph 7 below and occurring as a result of employment with
28 Defendant, including Defense Counsel of record in the Action; and (d) all past and present directors,

1 officers, representatives, insurers, agents, shareholders, partners, members, lawyers, successors and
2 assigns, and employees of any of the individuals or entities identified in subparagraphs (a), (b), or
3 (c).

4 8. As of the Effective Date, all members of the Settlement Class, except those that made
5 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
6 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
7 Released Parties for any of the Released Claims arising during the Settlement Period. The following
8 individual submitted a valid Exclusion Form and is not bound by the terms of the settlement: Sheila
9 Scott.

10 9. The Parties shall bear their own respective attorneys' fees and costs, except as
11 otherwise provided for in the Settlement and approved by the Court.

12 10. Solely for purposes of effectuating the settlement, the Court finally certified the
13 following Class: "all current and former non-exempt employees who worked in California for
14 Defendant at any time during the Class Period."

15 11. The Class Period means the period from March 30, 2018 through October 31, 2023.

16 12. No Class Members have objected to the terms of the Settlement.

17 13. The Notice provided to the Class conforms with the requirements of California Rules
18 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
19 providing individual notice to all Class Members who could be identified through reasonable effort,
20 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
21 the Class Members. The Notice fully satisfies the requirements of due process.

22 14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
23 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
24 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
25 Payments to the Participating Class Members in accordance with the terms of the Settlement.

26 15. Defendant shall pay a total of \$1,300,000 to resolve this litigation and to separately
27 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.
28

1 16. From the Gross Settlement Amount, \$37,500 shall be paid to the California Labor and
2 Workforce Development Agency, representing 75% of the penalties awarded under the terms of the
3 Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of 2004,
4 California Labor Code section 2698, *et seq.*

5 17. From the Gross Settlement Amount, \$12,500 shall be paid to Plaintiff for her service
6 as a class representative and for her agreement to release claims.

7 18. From the Gross Settlement Amount, \$12,500 shall be paid to the Settlement
8 Administrator, Phoenix Settlement Administrators (“Phoenix”).

9 19. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
10 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

11 20. From the Gross Settlement Amount, Class Counsel is awarded \$433,333.33 for their
12 reasonable attorneys’ fees and \$21,580.24 for their reasonable costs incurred in the Action. The fees
13 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
14 the fees are reasonable in light of the benefit provided to the Class.

15 21. Notice of entry of this Final Approval Order and Judgment shall be given to Class
16 Members by posting a copy of the Final Approval Order and the Judgment on Phoenix’ website for
17 a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
18 Judgment.

19 22. Without affecting the finality of this Order in any way, this Court retains continuing
20 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
21 to all Parties to this action, and their counsel of record.

22 23. Plaintiff’s Motion for Final Approval of Class Action Settlement is hereby granted
23 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

24 **IT IS SO ORDERED.**

25
26 DATE:

Hon. Jessica Morgan
San Bernardino County Superior Court

PROOF OF SERVICE

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

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On March 8, 2024, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL 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:

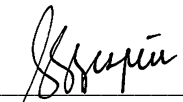
Adam Y. Siegel (SBN 238568)
adam.siegel@jacksonlewis.com
Ikedi O. Onyemaobim (SBN 311221)
ikedi.onyemaobim@jacksonlewis.com
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430

Attorneys for Defendants

(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 the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on March 8, 2024, at Los Angeles, California.



Sandy S. Sespene