

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
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

12/18/2023 5:01 PM

By: Alyssa Leber, DEPUTY

**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]

**NOTICE OF ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint filed: June 23, 2022
Trial date: Not Set

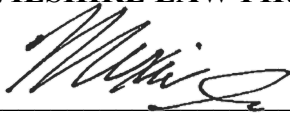
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that the Court in the above-referenced matter has granted
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. A true and correct
4 copy of the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
5 Settlement is attached hereto as **Exhibit A**.

6
7 Respectfully submitted,

8 Dated: December 18, 2023

WILSHIRE LAW FIRM

9
10 By: 

Justin F. Marquez
Benjamin H. Haber
Maxim Gorbunov

11
12 Attorneys for Plaintiff

Exhibit A

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
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 06 2023

BY Victoria Sanchez
VICTORIA SANCHEZ, DEPUTY

**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.

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

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

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

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

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

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

19 14. The Court orders the following Implementation Schedule:

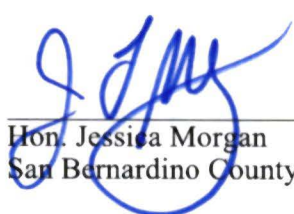
21 Defendant to provide Class List to the	[10 days after the Court grants preliminary
22 Settlement Administrator	approval of the settlement]
23 Settlement Administrator to mail the Notice	[10 days after receiving the Class List]
24 Packets	
25 Response Deadline	[45 days after notice is mailed]
26 Deadline to Respond to Objections	[5 days before the Final Approval Hearing]
27 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: 12/5/23



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, Rebecca Padilla, 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 rpadilla@wilshirelawfirm.com.

On December 18, 2023, I served the foregoing **NOTICE OF 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 (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 December 18, 2023, at Los Angeles, California.



Rebecca Padilla