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an individual on behalf of himself and others similarly situated

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

MARK A. FLETCHER, an individual, on
behalf of himself and others similarly situated,

Plaintiff,

vs.

HEBREW HOME FOR AGED DISABLED,
a California nonprofit corporation; SAN
FRANCISCO CAMPUS FOR JEWISH
LIVING, a California entity form unknown;
JEWISH HOME AND SENIOR LIVING
FOUNDATION, a California nonprofit
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CGC-23-603795

CLASS ACTION

Assigned for All Purposes To:
Honorable Jeffrey S. Ross
Department 606

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF THE
PARTIES' JOINT STIPULATION OF
CLASS AND PAGA SETTLEMENT
AGREEMENT**

Date: April 18, 2025
Time: 9:30 a.m.
Location: Department 606

Original Complaint Filed: January 4, 2023
First Amended Complaint Filed: March 9, 2023
Trial Date: None Set.

ORDER

Plaintiff Mark A. Fletcher (“Plaintiff”), on behalf of himself and other similarly situated employees of Defendants Hebrew Home for Aged Disabled, San Francisco Campus for Jewish Living, and Jewish Home and Senior Living Foundation (“Defendants”) (collectively, “the Parties”), filed an unopposed Motion for Preliminary Approval of the Parties’ Joint Stipulation of Class and PAGA Action Settlement Agreement (“Settlement Agreement”). The Motion was set for hearing on April 18, 2025, at 9:30 a.m. in Department 606 of the San Francisco Superior Court located at 400 McAllister Street. San Francisco, CA 94102-4514. The Court, having considered the Settlement Agreement and the proposed Notice of Class and PAGA Action Settlement (“Class Notice”) (as Exhibit 1 to the Settlement Agreement (which is attached as Exhibit 1 to the Declaration of Enoch J. Kim (“Kim Decl.”))), the submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Enoch J. Kim, is GRANTED;

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein will have the same meaning as in this Order;

3. The Court conditionally certifies a Class consisting of all non-exempt employees in California who are or previously were employed by Defendants during the Class Period, which is January 4, 2019 through the date of preliminary approval of the Settlement. (Kim Decl., Exhibit 1, Settlement Agreement ¶ I.2).

4. The class action settlement contemplated by the Settlement Agreement is preliminarily approved based upon the terms set forth in the Settlement Agreement. The Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range of reasonableness that could ultimately be granted final approval by the Court.

5. The Court preliminarily finds, for settlement purposes only, that the Settlement Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in the absence of class certification and settlement, each individual Class Member would have to litigate core common issues of law and fact, all relating to Defendants’

1 alleged wage-and-hour violations asserted in the Action; (iii) the typicality requirement because
2 Plaintiff and Class Members' claims all arise from the same alleged events and course of conduct,
3 and are based on the same legal theories; and (iv) the adequacy of representation requirement
4 because Plaintiff has the same interests as all members of the Class and are represented by
5 experienced and competent counsel. The Court further finds, preliminarily and for settlement
6 purposes only, that common issues predominate over individual issues in this litigation and that
7 class treatment is superior to the other means of resolving this dispute.

8 6. The preliminary approval of the class action settlement includes the approval for
9 purposes of the Settlement of Emil Davtyan, Alvin B. Lindsay, Enoch J. Kim, and Melissa
10 Rodriguez of D.Law, Inc. and David Yeremian of David Yeremian & Associates, Inc. as Class
11 Counsel, Plaintiff Mark A. Fletcher as Class Representative, and Apex Class Action ("Apex") as
12 the Settlement Administrator. Class Counsel is authorized to act on behalf of the Class Members
13 with respect to all acts or consents required by or which may be given pursuant to the Settlement
14 Agreement and such other acts reasonably necessary to consummate the Settlement. The
15 Settlement Administrator is authorized to perform such acts as set forth in this Order and the
16 Settlement Agreement.

17 7. The Court grants approval of the PAGA settlement pursuant to the terms and
18 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
19 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
20 § 2699(l)(2).

21 8. The Class Notice advises the Class of the material terms and provisions of the
22 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is
23 approved as to form and content. The Court approves the procedures set forth in the Settlement
24 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set
25 forth in the Class Notice.

26 9. The Class Notice will be sent in a Class Notice packet by first-class mail to the
27 Class Members in accordance with the schedule set forth in the Settlement Agreement. The dates
28 selected for the mailing and distribution of the Class Notice, and the other dates as set forth in the

1 Settlement Agreement, meet the requirements of due process and provide the best notice
2 practicable under the circumstances, and will constitute due and sufficient notice to all persons
3 entitled thereto.

4 10. Each Class Member who wishes to be excluded from the Class portion of the
5 Settlement must submit a written request to be excluded from the class portion of the Settlement
6 by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely
7 request to be excluded from the class portion of the Settlement consistent with the terms of the
8 Settlement Agreement shall be bound by the terms of the Settlement Agreement.

9 11. Only Settlement Class Members may object to the class portion of the Settlement,
10 including contesting the fairness of the Settlement and/or amounts requested for the Class
11 Representative Service Award, Settlement Administrator Costs, and/or Class Counsel Award,
12 consisting of attorneys' fees to Class Counsel and litigation costs incurred in pursuing this
13 Action. Settlement Class Members may send written objections to the Settlement Administrator
14 by the deadline set forth in the Class Notice. Settlement Class Members may also appear in Court
15 (or hire an attorney to appear in Court at their own expense) to present verbal objections at the
16 Final Approval Hearing.

17 12. A Final Approval Hearing on the question of whether the proposed Settlement,
18 Class Representative Service Award, Settlement Administrator Costs, Class Counsel Award,
19 including an award for attorneys' fees and an award for litigation costs incurred, should be
20 approved as fair, reasonable, and adequate as to the Class and whether the Settlement should be
21 given final approval is scheduled on: _____, 2025 at _____.m. Plaintiff shall file
22 a motion for final approval of the Settlement no later than 16 court days prior to the Final
23 Approval Hearing.

24 13. The Settlement Agreement will not be construed as an admission or evidence of
25 either liability or the appropriateness of class certification in the non-settlement context, as more
26 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
27 rights of Defendants to oppose certification of a class in this Action should the proposed
28 Settlement not be granted final approval. If, for any reason, the Court does not grant final

1 approval of the Settlement, all evidence and proceedings held in connection therewith shall be
2 without prejudice to the status quo ante rights of the parties to the litigation as more specifically
3 set forth in the Settlement Agreement.

4 14. All further proceedings in this Action are stayed except such proceedings
5 necessary to review, approve, and implement this Settlement.

6 15. The Court finds that all required notifications and submissions to the California
7 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and
8 Motion have been made by Plaintiff in the time and manner specified under PAGA.

9 **IT IS SO ORDERED.**

10
11 Dated: April__, 2025

Honorable Jeffrey S. Ross
Judge of the Superior Court