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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY SONOMA**

MARIA ISORDIA on behalf of herself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

TRESTLES HOLDINGS LLC DBA
HILLCREST POST ACUTE; and DOES
1-100,

Defendants.

Case No. SCV-273468
(Consolidated with Case No. 23CV01288)

*[Assigned for All Purposes to the
Hon. Kenneth G. English, Dept. 18]*

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

Date: May 14, 2025
Time: 3:00 p.m.

Complaint Filed: June 9, 2023
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement ("Motion for
3 Final Approval") came before this Court, the Honorable Kenneth G. English, presiding, on May
4 14, 2025. The Court having considered the papers submitted in support of the Motion for Final
5 Approval, HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

6 1. All terms used herein shall have the same meaning as defined in the Parties' Joint
7 Stipulation and Settlement Agreement ("Settlement Agreement") and the Order Granting
8 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Conditional
9 Certification, Approval of Class Notice, Setting of Final Approval Hearing Date ("Preliminary
10 Approval Order").

11 2. The Court finds that the applicable requirements of California Code of Civil
12 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
13 to the Class and the settlement. The Court hereby makes final its earlier provisional certification
14 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
15 hereby defined to include all non-exempt employees who work or have worked for Defendant
16 anywhere in the State of California during the Class Period ("Class" or "Class Members"). The
17 Class Period is June 9, 2019, through October 31, 2023.

18 3. The "Aggrieved Employees" are defined to include all Class Members who
19 worked at least one (1) workweek for Defendant in California from June 9, 2022, through October
20 31, 2023.

21 4. The Court has jurisdiction over the claims of the Class Members asserted in this
22 proceeding and over all parties to the proceeding.

23 5. The Notice of Class Action Settlement ("Class Notice") was mailed by first-class
24 U.S. mail to all Class Members in English and Spanish. The Class Notice informed the Class of
25 the material terms of the settlement, of their right to receive a *pro rata* portion of the Net
26 Settlement Amount, of their right to request exclusion from the settlement, of their right to
27 comment upon or object to the settlement and to appear in person or through counsel at the Final
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1 Approval Hearing and of the date set for the Final Approval Hearing. Adequate periods of time
2 were provided by each of these procedures.

3 6. In response to the Class Notice, no member of the Class submitted a written
4 objection to the settlement or stated an intention to appear at the Final Approval Hearing. No
5 member of the Class requested to be excluded from the settlement. No member of the Class
6 submitted a dispute regarding the number of workweeks credited to him/her.

7 7. The Court finds and determines that this notice procedure afforded adequate
8 protections to Class Members and provides the basis for the Court to make an informed decision
9 regarding approval of the settlement based on the Class Members' response. The Court finds and
10 determines that the Class Notice was the best notice practicable under the circumstances and
11 satisfied the requirements of law and due process.

12 8. The Court further finds and determines that the terms of the settlement are fair,
13 reasonable, and adequate to the Class and to each Class Member

14 9. Pursuant to California law, the Court hereby grants final approval of the
15 settlement. The Court finds that the settlement was reached as a result of informed and non-
16 collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that
17 the Parties conducted extensive investigation, research, and discovery and that their attorneys
18 were able to reasonably evaluate their respective positions. The Court also finds that settlement
19 will enable the Parties to avoid additional and potentially substantial litigation costs, as well as
20 delay and risks if the Parties were to continue to litigate the case. The Court has considered the
21 absence of objections to and requests for exclusion from the settlement, reviewed the monetary
22 recovery provided as part of the settlement, and recognizes the significant value accorded to the
23 Class. Accordingly, the Court hereby approves the terms set forth in the Settlement Agreement
24 and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the
25 Parties to effectuate the settlement according to its terms.

26 10. A full opportunity has been afforded to the Class Members to participate in the
27 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
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1 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
2 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
3 timely and valid request for exclusion from the settlement to the Settlement Administrator
4 (“Participating Class Members”) are bound by this Order Granting Plaintiff’s Motion for Final
5 Approval of Class and PAGA Action Settlement (“Final Approval Order and Judgment”).

6 11. In exchange for a portion of the Net Settlement Amount, all Participating Class
7 Members will be bound by the following release: The Participating Class Members will, upon the
8 Effective Final Settlement Date, release all claims asserted at any time in the Class Action and
9 from all other claims that could have been asserted based on the facts alleged in the operative
10 Complaints including, but not limited to, failure to pay overtime compensation (Labor Code
11 sections 510, 1194, 1198), failure to provide meal periods (Labor Code sections 226.7, 512; IWC
12 Wage Order No. 5-2001(11); Cal. Code Regs., tit. 8 § 11050), failure to pay meal period premium
13 pay (Labor Code section 226.7), failure to provide rest periods (Labor Code section 226.7; IWC
14 Wage Order No. 5-2001(12); Cal. Code Regs., tit. 8 § 11050), failure to pay rest period premium
15 pay (Labor Code section 226.7), failure to adopt a compliant sick pay/paid time off policy (Labor
16 Code sections 233, 234, 246), failure to pay all sick pay (Labor Code section 246), knowing and
17 intentional failure to comply with itemized employee wage statement provisions (Labor Code
18 sections 226, 1174, 1175), failure to pay supplemental COVID-19 sick pay, failure to timely pay
19 wages throughout employment (Labor Code sections 204 and 558), failure to timely pay final
20 wages upon separation of employment (Labor Code sections 201–203), failure to provide accurate
21 itemized wage statements (Labor Code sections 226, 226.3), failure to reimburse reasonable and
22 necessary business expenses (Labor Code sections 221, 2802; Cal. Code Regs., tit. 8, § 11050(8)),
23 failure to maintain accurate payroll records (Labor Code section 1174), unlawful collection of
24 employee wages (Labor Code section 221), and any other claims whatsoever that were alleged in
25 this case or which arise out of or directly or indirectly relate to such facts, including, without
26 limitation, all related claims for restitution and other equitable relief under Business and
27 Professions Code §§ 17200, *et seq.*, conversion, liquidated damages, punitive damages, interest,
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1 penalties, statutory penalties, civil penalties under the PAGA, and any other related statute,
2 regulation, or Industrial Welfare Commission Order, including, but not limited to, Labor Code,
3 sections 218, 218.5, 222–224, 246.5, 515, 1194.2, 1197; Cal. Code Regs., tit. 8, §§ 11050, 3395;
4 IWC Wage Order No. 5-2001. This release shall be for the Class Period of June 9, 2019, through
5 October 31, 2023.

6 12. In exchange for a portion of the PAGA Payment, all Aggrieved Employees will
7 be bound by the following release: The Aggrieved Employees will, upon the Effective Final
8 Settlement Date, release all claims during the PAGA Period for civil penalties that were pled or
9 could have been pled based on a reasonable interpretation of the facts included in the operative
10 PAGA Action and/or raised in the PAGA demand letter submitted to the Labor and Workforce
11 Development Agency on June 9, 2023, including, but not limited to, claims for liability or
12 damages under Labor Code, sections 201–203, 204(b) 218, 218.5, 222–224, 226, 226.3, 226.7,
13 233, 234, 246, 246.5, 247.5, 510, 512, 558, 1174, 1194–1197.1, 1199, 2698, 2699, 2699.3, 2699.5,
14 2802; California Code of Regulations, section 11050; or Industrial Welfare Commission Order
15 No. 5-2001. This release shall be for the PAGA Period of June 9, 2022, through October 31, 2023.

16 13. The Court hereby confirms David Mara and Jill Vecchi of Mara Law Firm, PC,
17 and Sabrina Sanders of Lawyers for Employee and Consumer Rights, APC, as Class Counsel in
18 this action.

19 14. The Court hereby confirms Plaintiff Maria Isordia as the Class Representative in
20 this action.

21 15. The Court finds and determines that the Individual Settlement Shares provided for
22 by the terms of the Settlement Agreement to be paid to the Participating Class Members are fair
23 and reasonable. The Court hereby gives final approval to and orders the payment of those amounts
24 be made to the Participating Class Members in accordance with the terms of the Settlement
25 Agreement.

26 16. The Court finds and determines the Class Representative Enhancement Payment
27 in the sum of \$5,000 to Plaintiff Maria Isordia is fair and reasonable. The Court hereby orders the
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1 Settlement Administrator to make the payment to the Plaintiff/Class Representative Maria Isordia
2 in the amount of \$5,000 for the Class Representative Enhancement Payment in accordance with
3 the terms of the Settlement Agreement.

4 17. The Court finds and determines that the payment to the Settlement Administrator,
5 Simpluris, Inc., in the sum of \$7,500 for its fee and expenses incurred and to be incurred for the
6 notice and settlement administration process is fair and reasonable. The Court hereby orders the
7 Settlement Administrator to make payment to itself in the amount of \$7,500 for Administration
8 Costs in accordance with the terms of the Settlement Agreement.

9 18. Pursuant to the terms of the settlement, and the authorities, evidence and argument
10 submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of
11 \$172,368.80 and a Cost Award of \$18,046 to Class Counsel. The Court finds such amounts to be
12 fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to
13 Class Counsel in the amount of \$172,368.80 for attorneys' fees and \$18,046 for litigation
14 expenses in accordance with the terms of the Settlement Agreement.

15 19. The Court finds and determines that the payment to the Labor and Workforce
16 Development Agency ("LWDA"), in the sum of \$37,500 (which is 75% of the \$50,000 allocated
17 to claims under the Private Attorneys General Act of 2004 ("PAGA")), is fair and reasonable.
18 The Court hereby orders the Settlement Administrator to make the payment to the LWDA in the
19 amount of \$37,500 for the PAGA payment in accordance with the terms of the Settlement
20 Agreement.

21 20. Neither Defendant nor any related persons or entities shall have any further
22 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
23 except as provided for by the Settlement Agreement. Pursuant to the terms of the Settlement
24 Agreement, Defendant shall not be liable for more than the agreed upon Gross Settlement
25 Amount.

26 21. The Court finds and determines that the release contained in the Settlement
27 Agreement is appropriate and shall bind all Participating Class Members.

22. Nothing in this Final Approval Order and Judgment shall preclude any action to enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final Approval Order and Judgment, including the requirement that Defendant make payments to Participating Class Members in accordance with the Settlement Agreement.

23. The Court finds and determines that nothing in the Settlement Agreement or this Final Approval Order and Judgment is intended or will be construed as an admission of liability or wrongdoing by Defendant. Except as necessary to enforce the terms of the Settlement Agreement, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement Agreement.

24. The Court hereby enters final judgment in this action in accordance with the terms of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment.

25. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Settlement Agreement and this Final Approval Order and Judgment.

26. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

JUDGMENT

27. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order and Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court

1 whereby named Plaintiff/Class Representative and all Participating Class Members shall take
2 nothing from Defendant except as expressly set forth in the Settlement Agreement, in conjunction
3 with Plaintiff's Motion for Preliminary Approval of the Class and PAGA Action Settlement. The
4 Court, pursuant to California Rule of Court 3.769(h), shall retain jurisdiction over the parties to
5 enforce the terms of the judgment.

6 **IT IS SO ORDERED.**

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8 Dated:

Honorable Kenneth G. English
Superior Court Judge