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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. Christopher M. Honigsberg, Dept. 18]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Date: January 24, 2025
Time: 3:00 p.m.

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

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Maria Isordia has applied to this Court for an order
4 preliminarily approving the settlement of the Action in accordance with the Joint Stipulation and
5 Settlement Agreement (the “Agreement”), which together with the exhibit annexed thereto, sets
6 forth the terms and conditions for a proposed settlement and entry of judgment upon the terms
7 and conditions set forth therein. The Court has read and considered the Memorandum of Points
8 and Authorities in support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA
9 Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval
10 Hearing Date (“Preliminary Approval Motion”) and the declarations submitted therewith. For
11 purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiff’s Preliminary Approval
14 Motion and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in
18 that: (a) the Class Members are ascertainable and so numerous that joinder of all Class Members
19 is impracticable; (b) there are questions of law and fact common to the Class which predominate
20 over any individual questions; (c) Plaintiff’s claims are typical of the claims of the Class; (d)
21 Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of
22 the Class; and (e) a class action, and class-wide resolution of the action via class settlement
23 procedures is superior to other available methods for the fair and efficient adjudication of the
24 controversy.

25 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
26 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
27 light of the factual, legal, practical, and procedural considerations raised by this case.

1 4. Plaintiff does not have any conflicts that would preclude her from serving as Class
2 Representative, and the appointment comports with the requirements of due process.

3 5. Class Counsel does not have any conflicts that would preclude them from acting
4 as Class Counsel, and they meet the requirements for appointment as Class Counsel and the
5 requirements of due process.

6 6. The Notice of Class Action Settlement (“Class Notice”) attached as **Exhibit A** to
7 the Agreement complies with due process because the Class Notice is reasonably calculated to
8 adequately apprise Class Members of: (a) the pending lawsuit; (b) the terms of the proposed
9 Agreement; and (c) their rights, including the right to either participate in the settlement, exclude
10 themselves from the settlement, or object to the settlement. Plaintiff’s proposed plan for notifying
11 the Class Members and settlement administration is the best notice practicable under the
12 circumstances.

13 **III. ORDER**

14 The Court having considered the papers submitted in support of the motion for preliminary
15 approval, HEREBY ORDERS THE FOLLOWING:

16 1. The Court finds on a preliminary basis that the provisions of the Agreement are
17 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

18 2. The following Class is conditionally certified for purposes of settlement only: all
19 non-exempt employees who work or have worked for Defendant anywhere in the State of
20 California during the Class Period. The Class Period is June 9, 2019, through September 9, 2024.

21 3. The Agreement provides for the following release as to Participating Class
22 Members,¹ which is hereby approved conditionally: the Participating Class Members will, upon
23 the Effective Final Settlement Date, release all claims asserted at any time in the Class Action
24 and from all other claims that could have been asserted based on the facts alleged in the operative
25 Complaints including, but not limited to, failure to pay overtime compensation (Labor Code
26 sections 510, 1194, 1198), failure to provide meal periods (Labor Code sections 226.7, 512; IWC

27 ¹ Participating Class Members are all Class Members who do not submit a valid and timely
28 request to exclude themselves from the Settlement.

1 Wage Order No. 5-2001(11); Cal. Code Regs., tit. 8 § 11050), failure to pay meal period premium
2 pay (Labor Code section 226.7), failure to provide rest periods (Labor Code section 226.7; IWC
3 Wage Order No. 5-2001(12); Cal. Code Regs., tit. 8 § 11050), failure to pay rest period premium
4 pay (Labor Code section 226.7), failure to adopt a compliant sick pay/paid time off policy (Labor
5 Code sections 233, 234, 246), failure to pay all sick pay (Labor Code section 246), knowing and
6 intentional failure to comply with itemized employee wage statement provisions (Labor Code
7 sections 226, 1174, 1175), failure to pay supplemental COVID-19 sick pay, failure to timely pay
8 wages throughout employment (Labor Code sections 204 and 558), failure to timely pay final
9 wages upon separation of employment (Labor Code sections 201–203), failure to provide accurate
10 itemized wage statements (Labor Code sections 226, 226.3), failure to reimburse reasonable and
11 necessary business expenses (Labor Code sections 221, 2802; Cal. Code Regs., tit. 8, § 11050(8)),
12 failure to maintain accurate payroll records (Labor Code section 1174), unlawful collection of
13 employee wages (Labor Code section 221), and any other claims whatsoever that were alleged in
14 this case or which arise out of or directly or indirectly relate to such facts, including, without
15 limitation, all related claims for restitution and other equitable relief under Business and
16 Professions Code §§ 17200, *et seq.*, conversion, liquidated damages, punitive damages, interest,
17 penalties, statutory penalties, civil penalties under the PAGA, and any other related statute,
18 regulation, or Industrial Welfare Commission Order, including, but not limited to, Labor Code,
19 sections 218, 218.5, 222–224, 246.5, 515, 1194.2, 1197; Cal. Code Regs., tit. 8, §§ 11050, 3395;
20 IWC Wage Order No. 5-2001.

21 4. This settlement also releases claims under the Private Attorneys General Act of
22 2004 (“PAGA”). These claims are asserted on behalf of PAGA Aggrieved Employees defined as:
23 all Class Members who worked at least one (1) workweek for Defendant in California during the
24 period of June 9, 2022, through September 9, 2024.

25 5. The Agreement provides for the following release as to PAGA Aggrieved
26 Employees, which is hereby approved conditionally: the Aggrieved Employees will, upon the
27 Effective Final Settlement Date, release all claims during the PAGA Period for civil penalties that
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1 were pled or could have been pled based on a reasonable interpretation of the facts included in
2 the operative PAGA Action and/or raised in the PAGA demand letter submitted to the Labor and
3 Workforce Development Agency on June 9, 2023, including, but not limited to, claims for liability
4 or damages under Labor Code, sections 201–203, 204(b) 218, 218.5, 222–224, 226, 226.3, 226.7,
5 233, 234, 246, 246.5, 247.5, 510, 512, 558, 1174, 1194–1197.1, 1199, 2698, 2699, 2699.3, 2699.5,
6 2802; California Code of Regulations, section 11050; or Industrial Welfare Commission Order
7 No. 5-2001. The PAGA Period is June 9, 2022, through September 9, 2024.

8 6. The settlement appears to be fair, adequate and reasonable to the Class. The
9 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
10 only to any objections that may be raised at the Final Approval Hearing and final approval by this
11 Court.

12 7. Plaintiff is conditionally approved as the Class Representative for the Class.

13 8. The proposed Class Representative Enhancement Payment of \$5,000 payable to
14 Plaintiff Maria Isordia for her services as class representative is conditionally approved.

15 9. Mara Law Firm, PC, and Lawyers for Employee and Consumer Rights are
16 conditionally approved as Class Counsel for the Class.

17 10. The proposed awards of up to \$166,666.66 in attorneys’ fees and up to \$35,000 in
18 actual costs payable to Class Counsel are conditionally approved.

19 11. A Final Approval Hearing on the question of whether the settlement, attorneys’
20 fees and costs to Class Counsel, and Class Representative Enhancement Payment should be
21 finally approved as fair, reasonable, and adequate as to Class Members is scheduled in
22 Department 18 on the date and time set forth in the Implementation Schedule below.

23 12. The Court confirms Simpluris as the Settlement Administrator.

24 13. The proposed payment of up to \$10,000 in costs to Simpluris for its services as the
25 Settlement Administrator is conditionally approved.

26 14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of
27 \$50,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%

of which shall be distributable to Aggrieved Employees).

15. The Court approves, as to form and content, the Notice of Class Action Settlement in substantially the form attached as **Exhibit A** to the Agreement. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

16. The Court directs the mailing of the notice of class action settlement by first class mail to Class Members in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

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IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class and PAGA Data to Settlement Administrator	30 calendar days from the date of this Order (<i>i.e.</i> , February 24, 2025, if preliminary approval is granted on January 24, 2025)
Deadline for Settlement Administrator to Mail Class Notices to Class Members	14 calendar days from receipt of the Class Data (<i>i.e.</i> , March 10, 2025)
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes (“Response Deadline”)	30 days from the mailing of the Class Notices (<i>i.e.</i> , April 9, 2025)
Deadline for Class Counsel to file a Motion for Final Approval	16 court days prior to the Final Approval Hearing
Deadline to Provide the Court with the Settlement Administrator’s Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days prior to the Final Approval Hearing
Final Approval Hearing and Final Approval	_____ at _____

IT IS SO ORDERED.

Dated: _____

By _____
Honorable Christopher M. Honigsberg
Sonoma County Superior Court Judge