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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

STEPHANIE FLORES, on behalf of herself, all
others similarly situated, and as an “aggrieved
employee” on behalf of other “aggrieved
employees” under the Labor Code Private
Attorneys General Act of 2004,

Plaintiff,

vs.

FREEDOM CARE LLC, a New York limited
liability company; FREEDOM CARE CA LLC, a
New York limited liability company; and DOES
1–50, inclusive,

Defendants.

Case No. 23STCV23051

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Action filed: 12/8/2023
Department: 7, Hon. The Honorable
Lawrence P. Riff

1 The Motion of Plaintiff Stephanie Flores (hereafter referred to as “Plaintiff”) for
2 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
3 The Honorable Lawrence P. Riff presiding. The Court having considered the Motion, the Class
4 Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement
5 Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

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7 1. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
9 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
10 has determined only that there is sufficient evidence to suggest that the proposed settlement
11 might be fair, adequate, and reasonable, and that any final determination of those issues
12 will be made at the final hearing. The Court will make a determination at the hearing on the
13 motion for final approval of class action settlement (the “Final Approval Hearing”) as to whether
14 the Settlement is fair, adequate and reasonable to the Settlement Class.
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17 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
18 all nonexempt hourly employees employed by one or both Defendants in the state of California
19 who worked anytime during the Class Period (collectively “Class Members”). The “Class Period”
20 shall mean the period of time from December 08, 2019, through November 6, 2024, or
21 preliminary approval of the settlement, whichever is earlier.
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23 3. Based on their records, Defendants estimate that, as of the date of this Settlement
24 Agreement, (1) there are 42 Class Members and 4,521 Total Work Weeks during the Class period
25 and (2) there were 23 Aggrieved Employees who worked 918 Pay Periods during the PAGA
26 Period. If the Work Weeks and/or Class Members as of the date the Court approves the settlement
27 exceeds the referenced 4,521 Work Weeks and/or 42 Class Members by more than 10.00%, at
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1 Defendants' option either (A) the Gross Settlement Amount, including the Class Counsel Fees
2 Payment, the Class Representative Service Payment, and the LWDA payment, will increase
3 proportionally according to the number of additional Work Weeks or Class Members, whichever
4 results in a higher increase in the Gross Settlement Amount; or (B) the Class Period will end on
5 the date the number of work weeks equals 4,973.

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7 4. "Effective Date" means the date by when both of the following have occurred: (a)
8 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
9 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
10 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
11 one or more Participating Class Members objects to the Settlement, the day after the deadline for
12 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
13 day after the appellate court affirms the Judgment and issues a remittitur.

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15 5. This action is provisionally certified pursuant to section 382 of the California Code
16 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
17 purposes of settlement only with respect to the proposed Settlement Class.

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19 6. Not later than 15 days after the Court grants Preliminary Approval of the
20 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
21 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
22 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
23 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
24 employees who need access to the Class Data to effect and perform under the Settlement
25 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
26 discover that the Class Data omitted class member identifying information and to provide
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1 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
2 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
3 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
4 issues related to missing or omitted Class Data.

5 7. No later than 3 business days after receipt of the Class Data, the Administrator
6 shall notify Class Counsel that the list has been received and state the number of Class Members,
7 PAGA Members, Work Weeks, and Pay Periods in the Class Data.

8 8. Using best efforts to perform as soon as possible, and in no event later than 14
9 days¹ after receiving the Class Data, the Administrator will send to all Class Members identified
10 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
11 with Spanish translation, if applicable substantially in the forms attached to the Settlement as
12 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
13 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
14 Member, and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate
15 these amounts. Before mailing Notice Packets, the Administrator shall update Class Member
16 addresses using the National Change of Address database.

17 9. Not later than 3 business days after the Administrator’s receipt of any Notice
18 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
19 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
20 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
21 Packet to the most current address obtained. The Administrator has no obligation to make further
22 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
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¹ All time periods refer to calendar days unless otherwise noted.

1 the USPS a second time.

2 10. Class Counsel's contact information is David Glenn Spivak, Esq., The Spivak Law
3 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's
4 contact information is Adam Y. Siegel, Esq., Jackson Lewis P.C., 725 South Figueroa Street,
5 Suite 2500, Los Angeles, CA, 90017-5408.

6 11. The deadlines for Class Members' written objections, Challenges to Work Weeks
7 and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional 14 days
8 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is
9 re-mailed. The Administrator will inform the Class Member of the extended deadline with the
10 re-mailed Notice Packet.

11 12. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
12 discovers any persons who believe they should have been included in the Class Data and should
13 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
14 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
15 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
16 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
17 requiring them to exercise options under the Settlement Agreement not later than 14 days after
18 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

19 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
20 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
21 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
22 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
23 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
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1 the Class Member's election to be excluded from the Settlement and includes the Class Member's
2 name, address and email address or telephone number. To be valid, a Request for Exclusion must
3 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
4 in Settlement form, attached to the Settlement as Exhibit B, may be used for this purpose but is
5 not required.

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7 14. The Administrator may not reject a Request for Exclusion as invalid because it
8 fails to contain all the information specified in the Class Notice. The Administrator shall accept
9 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
10 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
11 determination shall be final and not appealable or otherwise susceptible to challenge. If the
12 Administrator has reason to question the authenticity of a Request for Exclusion, the
13 Administrator may demand additional proof of the Class Member's identity. The Administrator's
14 determination of authenticity shall be final and not appealable or otherwise susceptible to
15 challenge.

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18 15. Every Class Member who does not submit a timely and valid Request for Exclusion
19 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
20 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
21 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
22 Participating Class Member actually receives the Class Notice or objects to the Settlement.

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24 16. Every Class Member who submits a valid and timely Request for Exclusion is a
25 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
26 right to object to the class action components of the Settlement. Plaintiff releases all claims for
27 civil penalties that could have been sought by the Labor Commissioner for the violations
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1 identified in Plaintiffs pre-filing letter to the LWDA.

2 17. Challenges to Calculation of Work Weeks. Each Class Member shall have 60 days
3 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
4 whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and PAGA Pay
5 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute.
6 A Work Week Dispute form, attached to the Settlement as Exhibit C, may be used for this purpose
7 but is not required. The Class Member may challenge the allocation by communicating with the
8 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
9 Member to submit supporting documentation. In the absence of any contrary documentation, the
10 Administrator is entitled to presume that the Work Weeks contained in the Class Notice are
11 correct so long as they are consistent with the Class Data. The Administrator's determination of
12 each Class Member's allocation of Work Weeks and/or Pay Periods shall be final and not
13 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
14 copies of all challenges to calculation of Work Weeks and/or Pay Periods to Defense Counsel and
15 Class Counsel and the Administrator's determination the challenges.

16 18. Objections to Settlement. Only Participating Class Members may object to the
17 class action components of the Settlement and/or this Agreement, including contesting the
18 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
19 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

20 19. Participating Class Members may send written objections to the Administrator, by
21 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
22 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
23 Participating Class Member who elects to send a written objection to the Administrator must do
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1 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
2 14 days for Class Members whose Notice Packet was re-mailed). The Objection form attached to
3 the Settlement as Exhibit D may be used for this purpose but is not required.

4 20. Non-Participating Class Members have no right to object to any of the class action
5 components of the Settlement.
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7 21. Not later than 14 days before the date by which Plaintiff is required to file the
8 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
9 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
10 compliance with all of its obligations under the Settlement Agreement, including, but not limited
11 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
12 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
13 from Settlement it received (both valid or invalid), the number of written objections and attach
14 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
15 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
16 declaration(s) in Court.
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19 22. The Court approves, as to form and content, the Class Notice in substantially the
20 form attached as Exhibit A to the Settlement, the Election Not to Participate in Settlement form
21 in substantially the form attached as Exhibit B to the Settlement, the Work Weeks Dispute form
22 in substantially the form attached as Exhibit C to the Settlement, and the Objection form in
23 substantially the form attached as Exhibit D to the Settlement.
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25 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
26 Spivak Law Firm and Louis M. Benowitz of Benowitz Law Corporation as Class Counsel.

27 24. The Court approves, for settlement purposes only, Stephanie Flores as the Class
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1 Representative.

2 25. The Court approves ILYM Group, Inc. as the Administrator.

3 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
4 costs subject to final review by the Court.

5 27. The Court preliminarily approves the estimated Administrator costs payable to the
6 Administrator subject to final review by the Court.

7 28. The Court preliminarily approves Plaintiff's Class Representative Service
8 Payment subject to final review by the Court.

9 29. A Final Approval Hearing shall be held on _____ at .m. in
10 Department 7 of the Superior Court for the State of California, County of Los Angeles, located at
11 the Spring Street Courthouse, 312 N Spring St., Los Angeles, CA 90012 to consider the fairness,
12 adequacy and reasonableness of the proposed Settlement preliminarily approved by this
13 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
14 and costs and the Class Representative Service Payment to the Class Representative. The notice
15 of motion and all briefs and materials in support of the motion for final approval of class action
16 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
17 Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any
18 continuance of the hearing of the motion for final approval.

19 30. If for any reason the Court does not execute and file a Final Approval Order and
20 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
21 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
22 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
23 litigation, as more specifically set forth in the Settlement.
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1 31. The Court expressly reserves the right to adjourn or continue the Final Approval
2 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
3 prompt notice of any continuance to Settlement Class Members who object to the Settlement.

4 **IT IS SO ORDERED.**

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7 _____
8 **DATE**

_____ **THE HONORABLE LAWRENCE P.
RIFF
SUPERIOR COURT JUDGE**