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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

DORETHA JACKSON, on behalf of herself
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

WHITE FIR HOLDINGS, LLC d/b/a MID-
TOWN OAKS POST-ACUTE, a Delaware
Limited Liability Company; PLUM
HEALTHCARE FOUNDATION, a California
Corporation; PLUM HEALTHCARE GROUP,
LLC, a California Limited Liability Company;
GI SIDE FUND PLUM CORP., a Delaware
Corporation; CALIFORNIA OPCO SUB, LLC,
a Delaware Limited Liability Company; and
DOES 1-50, Inclusive.

Defendants.

Case No. 34-2021-00301656

[PROPOSED] JUDGMENT

Date: October 6, 2023
Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell
Dept.: 28

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on October 6, 2023, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all non-exempt employees who are or previously were employed by White
10 Fir Holdings, LLC d.b.a. Midtown Oaks Post-Acute Care, who did not sign an arbitration agreement,
11 and performed work at the Midtown Oaks Post-Acute Center located at 2600 L St., Sacramento,
12 California 95816 during the Class Period." The Class Period is defined as the period from May 27,
13 2017 to January 20, 2023.

14 2. All persons who meet the foregoing definition are members of the Settlement Class,
15 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

16 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
17 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
18 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
19 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
20 of Class Action and PAGA Settlement and in this Final Judgment.

21 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
24 benefits.

25 5. As of the date the Defendants fund the Gross Settlement Amount, each Class
26 Member who has not validly opted out has released the "Released Class Claims" against the
27 Defendants as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
2 The Released Class Claims means all class claims alleged in the Operative Complaint, or which
3 could have been alleged in the Operative Complaint based on the facts alleged, which occurred
4 during the Class Period, and expressly excluding all other claims, including claims for vested
5 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
6 compensation, and class claims outside the Class Period.

7 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiff, the
8 Labor and Workforce Development Agency ("LWDA"), the State of California, and each "PAGA
9 Class Member" has released the Defendants from the "Released PAGA Claims" for the "PAGA
10 Period" as set forth in the Agreement.

11 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
12 The PAGA Class Members are defined as all non-exempt employees who are or previously were
13 employed by White Fir Holdings, LLC d.b.a. Midtown Oaks Post-Acute Care and performed work
14 in California at the Midtown Oaks Post-Acute Center located at 2600 L St., Sacramento, California
15 95816 during the PAGA Period. The Released PAGA Claims are defined as all PAGA Claims
16 alleged in the Operative Complaint and Plaintiff's PAGA notice to the LWDA which occurred
17 during the PAGA Period, and expressly excluding all other claims, including claims for vested
18 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
19 compensation and PAGA Claims outside the PAGA Period. The PAGA Period means the period
20 of March 24, 2020 to January 30, 2023.

21 9. This Court hereby grants final approval and awards the following: (i) Two Hundred
22 Sixty-Nine Thousand Five Hundred Thirty-Two Dollars and Ninety-Eight Cents (\$269,532.98) for
23 the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Two Hundred
24 and Fifty Thousand Dollars and Zero Cents (\$250,000.00) and actually incurred expenses in the
25 amount of Nineteen Thousand Five Hundred Thirty-Two Dollars and Ninety-Eight Cents
26 (\$19,532.98); (ii) the Service Award to Plaintiff Doretha Jackson in the amount of Ten Thousand
27 Dollars and Zero Cents (\$10,000.00) in exchange for a general release; (iii) administration costs of
28 Ten Thousand Five Hundred Dollars (\$10,500.00) to ILYM Group, Inc. ("Administration Costs");

1 and (iv) Thirty Thousand Dollars and Zero Cents (\$30,000.00) (75% of the PAGA Settlement) to
2 the Labor and Workforce Development Agency (“LWDA Payment”).

3 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
4 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
5 section 2699(1)(3).

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
7 **ORDERED.**

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10 DATED: _____, 2023

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12 _____
13 Hon. Lauri A. Damrell
14 Judge, Superior Court for the State of California,
15 County of Sacramento
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