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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] ORDER GRANTING FINAL
APPROVAL**

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. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf
5 of Plaintiff DORETHA JACKSON ("Plaintiff"). Procopio, Cory, Hargreaves & Savitch LLP
6 appeared on behalf of Defendants WHITE FIR HOLDINGS, LLC d.b.a. MIDTOWN OAKS POST-
7 ACUTE CARE, PLUM HEALTHCARE FOUNDATION, PLUM HEALTHCARE GROUP, LLC,
8 GI SIDE FUND PLUM CORP., and CALIFORNIA OPCO SUB, LLC (hereinafter "Defendants").

9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All capitalized terms used herein shall have the same meaning as defined in
14 the Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of Sacramento ("Court"), Case No. 34-2021-
17 00301656, entitled *Doretha Jackson v. White Fir Holdings, LLC, et al.*, and over all Parties to this
18 litigation, including the Class.

19 **Preliminary Approval of the Settlement**

20 3. On June 16, 2023, the Court granted preliminary approval of a class-wide
21 settlement. At this same time, the court approved certification of a provisional settlement class for
22 settlement purposes only. The Court confirms this Order and finally approves the settlement and
23 the certification of the Class.

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Notice Packet was
26 mailed by first class mail to the Class Members at their last known addresses on July 10, 2023.
27 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
28 circumstances and was reasonably calculated to communicate actual notice of the litigation and the

1 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was August 24, 2023.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness Of the Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$750,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

11 a. The settlement was reached through arms-length bargaining between
12 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
13 settlement.

14 b. The Parties' investigation and discovery have been sufficient to allow
15 the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. The percentage of objectors and requests for exclusion is zero. No
20 objections were received. No requests for exclusion were received.

21 e. The participation rate is high. All Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
25 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
26 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
27 litigation and the delays which would ensue from continued prosecution of the Action.

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1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **Attorneys' Fees and Attorneys' Expenses**

4 9. The Agreement provides for a Class Counsel Award in the amount of up to
5 Two Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00). Subject to Court
6 approval, the Class Counsel Award consists of attorneys' fees equal to one-third (1/3) of the Gross
7 Settlement Amount, or Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00)
8 and reimbursement of costs and expenses in an amount up to Twenty-Five Thousand Dollars and
9 Zero Cents (\$25,000.00).

10 10. Two Hundred Sixty-Nine Thousand Five Hundred Thirty-Two Dollars and
11 Ninety-Eight Cents (\$269,532.98) for the Class Counsel Award comprised of one-third of the Gross
12 Settlement Amount, or Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00)
13 and reimbursement of incurred costs and expenses in the amount of Nineteen Thousand Five
14 Hundred Thirty-Two Dollars and Ninety-Eight Cents (\$19,532.98) is reasonable in light of the
15 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
16 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund,
17 which is reasonable and at the low end of the range for fee awards in common fund cases and is
18 supported by Class Counsel's lodestar.

19 **Service Award**

20 11. The Agreement provides for a Class Representative Service Award of Ten
21 Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The
22 Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is
23 reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

24 **Administration Costs**

25 12. The Agreement provides for Administration Costs to be paid in an amount
26 not to exceed \$10,500.00. The Declaration of the Settlement Administrator provides that the actual
27 claims administration expenses were \$10,500.00. The amount of this payment is reasonable in light
28 of the work performed by the Settlement Administrator.

1 II.
2 ORDERS

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 1. The Class is certified for the purposes of settlement only. The Settlement
5 Class is hereby defined to include all non-exempt employees who are or previously were employed
6 by White Fir Holdings, LLC d.b.a. Midtown Oaks Post-Acute Care, who did not sign an arbitration
7 agreement, and performed work at the Midtown Oaks Post-Acute Center located at 2600 L St.,
8 Sacramento, California 95816 (“Class”) during the period from May 27, 2017 to January 20, 2023
9 (“Class Period”).

10 2. Every person in the Class who did not submit and timely and validly Request
11 for Exclusion is a Settlement Class Member. There were zero Requests for Exclusion submitted by
12 the Class Members.

13 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
14 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
15 this Order and the terms of the Agreement.

16 4. Two Hundred Sixty-Nine Thousand Five Hundred Thirty-Two Dollars and
17 Ninety-Eight Cents (\$269,532.98) for the Class Counsel Award comprised of one-third of the Gross
18 Settlement Amount, or Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00)
19 and reimbursement of incurred costs and expenses in the amount of Nineteen Thousand Five
20 Hundred Thirty-Two Dollars and Ninety-Eight Cents (\$19,532.98) is reasonable in light of the
21 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. Class Counsel shall not seek or obtain any other compensation or
23 reimbursement from Defendants, Plaintiff, or members of the Class.

24 5. The payment of the Service Award to the Plaintiff Doretha Jackson in the
25 amount of \$10,000.00 is approved.

26 6. The payment of \$10,500.00 to the Settlement Administrator for
27 Administration Costs is approved.

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1 7. The PAGA Settlement of \$40,000.00 is hereby approved as fair, reasonable,
2 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
3 that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any fraud
4 or collusion.

5 8. Final Judgment is hereby entered in this action. The Final Judgment shall
6 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
7 of Defendants from all Released Class Claims as defined in the Agreement. To the extent employees
8 are required to “opt-in” to have this release be deemed effective under federal law, the acceptance
9 and negotiation of any settlement check shall be deemed effective for that purpose.

10 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
11 California and all PAGA Class Members, pursuant to the California Labor Code Private Attorneys’
12 General Act (“PAGA”) and shall release Defendants from all Released PAGA Claims as defined in
13 the Agreement.

14 10. The term “PAGA Class Members” is hereby defined as all non-exempt
15 employees who are or previously were employed by White Fir Holdings, LLC d.b.a. Midtown Oaks
16 Post-Acute Care and performed work in California at the Midtown Oaks Post-Acute Center located
17 at 2600 L St., Sacramento, California 95816 during the PAGA Period. The PAGA Period means
18 the period between March 24, 2020 to January 30, 2023.

19 11. In addition to the release given by each Settlement Class Member, Plaintiff
20 also generally releases Defendants from any and all claims as set forth in the General Release by
21 Plaintiff in the Agreement.

22 12. The Agreement is not an admission by Defendants, nor is this Final Approval
23 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
24 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
25 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
26 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
27 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
28 in any event be construed as, or deemed to be evidence of, an admission or concession with regard

to the denials or defenses by Defendants and shall not be offered in evidence in any action or proceeding against Defendants in any court, administrative agency or other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

13. Notice of entry of this Final Approval Order and Judgment shall be given to Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members and the Final Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated in the Notice Packet.

14. After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

15. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendants consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

DATED: _____, 2023

Hon. Lauri A. Damrell
Judge, Superior Court for the State of California,
County of Sacramento