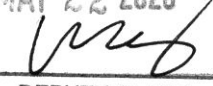


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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SISKIYOU
YREKA

MAY 22 2026

BY: 
DEPUTY CLERK

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SISKIYOU**

TOBY B. BUTISBAUCH, MICHAEL DAVID
NOEL, SOCORRO FINDORA, MARIE
AUSTERO and EDWARD K. SUNG,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

ESKATON PROPERTIES, INC., ESKATON,
CALIFORNIA HEALTHCARE
CONSULTANTS, INC., and TODD
MURCH.; and DOES 1 through 20, inclusive,

Defendants.

Case No. 24CV08236

*Assigned for all purposes to:
Hon. Kendall Hannon
Courtroom. 2*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: May 21, 2026
Time: 9:30 a.m.
Dept: 2

[AS MODIFIED BY THE
COURT]

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the “Action”);

3 WHEREAS, Plaintiffs Toby B. Butisbauch, Michael David Noel, Socorro Findora, Marie
4 Austero, and Edward K. Sung (“Plaintiffs”), individually and on behalf of all others similarly
5 situated and on behalf of the general public have applied to this Court for an order preliminarily
6 approving the settlement of the Action in accordance with the Class Action and PAGA Settlement
7 Agreement and Class Notice (“the “Settlement” or “Agreement”) entered into by Plaintiffs and
8 Defendants Eskaton Properties Incorporated, Eskaton Inc., California Healthcare Consultants,
9 Inc., and Todd Murch (“Defendants”) which sets forth the terms and conditions for a proposed
10 settlement upon the terms and conditions set forth therein (Plaintiffs and Defendants shall be
11 collectively referred to herein as the “Parties”); and

12 WHEREAS, the Court has read and considered Plaintiffs' Motion for Preliminary
13 Approval of Class Action Settlement.

14 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
15 THAT:

16 1. This Order incorporates by reference the definitions in the Settlement attached as
17 Exhibit 1 to the Supplemental Declaration of Julia M. Toscano in Support of Plaintiffs' Motion for
18 Preliminary Approval of Class Action Settlement and all terms defined therein shall have the same
19 meaning in this Order.

20 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
21 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
22 adequate and reasonable when balanced against the probable outcome of further litigation relating
23 to liability and damages issues; (c) sufficient investigation and research have been conducted such
24 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
25 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
26 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
27 been reached as the result of non-collusive, arms-length negotiations.

28

1 3. With respect to the Class and for purposes of proceeding pursuant to California
2 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
3 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all
4 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
5 predominate over any questions affecting only individual Class Members; (c) Plaintiffs' claims
6 are typical of the Class' claims; (d) class certification is a superior method for implementing the
7 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative
8 can fairly and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve
9 as counsel for the Class.

10 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
11 conditionally certifies the class for settlement purposes only. The Class is defined as all persons
12 currently and formerly employed by Defendants as a non-exempt employee in the State of
13 California at any time during the Class Period. The Class Period is defined as July 1, 2022 to
14 October 31, 2025.

15 5. Plaintiffs Toby B. Butisbauch, Michael David Noel, Socorro Findora, Marie
16 Austero, and Edward K. Sung are hereby preliminarily appointed and designated, for all purposes,
17 as the Class Representatives and the attorneys of Aegis Law Firm, PC, Koul Law Firm, APC,
18 Schneider Wallace Cottrell Kim LLP, and Work Lawyers PC are hereby preliminarily appointed
19 and designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on
20 behalf of the Class Members with respect to all acts or consents required by, or which may be given
21 pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.
22 Any Class Member may enter an appearance either personally or through counsel of such
23 individual's own choosing and at such individual's own expense. Any Class Member who does not
24 enter an appearance or appear on his or her own will be represented by Class Counsel.

25 6. Should, for whatever reason, the Settlement not become final, the fact that the
26 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
27 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
28 a non-settlement context.

1 7. The Court hereby preliminarily approves the definition and disposition of the Gross
2 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
3 subject to modification at final approval.

4 8. The Court hereby preliminarily approves the Gross Settlement Amount of
5 \$1,300,000.00, Class Counsel attorneys' fees of up to one-third the Gross Settlement Amount
6 (currently \$433,290.00), Class Counsel litigation expenses not to exceed \$50,000.00, Service
7 Awards up to \$10,000.00 to each of the named Plaintiffs, PAGA penalties in the amount of
8 \$100,000.00, and costs of administration not to exceed \$19,950.00, subject to final approval.

9 9. The Court hereby approves, as to form and content, the Class Notice, to be
10 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
11 the manner and form set forth in the Settlement and this Order, meets the requirements of due
12 process, is the best notice practicable under the circumstances, and shall constitute due and
13 sufficient notice to all persons entitled thereto.

14 10. The Court hereby appoints ILYM Group, Inc., Settlement Administrator as
15 Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be
16 mailed to Class Members the Class Notice using the procedures set forth in the Settlement
17 Agreement. Class Members who wish to participate in the settlement provided for by the Settlement
18 Agreement do not need to respond to the Class Notice.

19 11. Defendants shall deliver the Class Data to the Settlement Administrator within 14
20 days of this Order as provided in the Settlement. The Settlement Administrator shall mail the Class
21 Notice, in English and Spanish, within 14 days of receipt of the Class Data as provided in the
22 Settlement.

23 12. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
24 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses
25 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
26 to \$19,950.00 as provided in the Settlement.

27 13. Any Class Member may choose to opt-out of and be excluded from the Class as
28 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the

1 Class will not be entitled to any recovery under the Settlement and will not be bound by the
2 Settlement ~~or have any right to object, appeal or comment thereon.~~ Class Members who have not
3 requested exclusion/opted-out shall be Participating Class Members and bound by all
4 determinations of the Court, the Settlement, and the Final Judgment.

5 14. A Final Fairness and Approval Hearing shall be held before this Court on
6 **September 25, 2026 at 9:30 a.m.** in Department 2 of the Superior Court of California, County of
7 Los Angeles, located at 411 Fourth Street, Yreka, CA 96097. All papers in support of final approval
8 and related awards for fees, costs, and Plaintiffs' service award must be filed and served at least 16
9 court days before the final approval hearing.

10 15. Any ~~Participating~~ Class Member must object to the Settlement by following the
11 instructions that are set forth in the Settlement Agreement and Class Notice, and may appear at the
12 Final Fairness and Approval Hearing. The Court shall retain final authority with respect to the
13 consideration and admissibility of any objections. Any ~~Participating~~ Class Member who objects to
14 the Settlement shall be bound by the order of the Court. <sup>unless they have also
opted out.</sup>

15 16. The Settlement is not a concession or admission, and shall not be used against the
16 Released Parties, as an admission or indication with respect to any claim of any fault or omission
17 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
18 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
19 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
20 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
21 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
22 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

23 17. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
24 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
25 are hereby stayed.

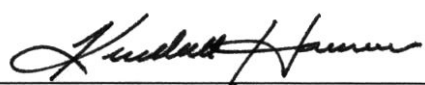
26 18. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
27 of the Class Members for all matters relating to this Action, and this Settlement, including
28

1 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
2 enforcement of this Settlement and this Order.

3 19. The Court reserves the right to adjourn or continue the date of any hearing and all
4 dates provided for in the Settlement without further notice to Class Members, and retains
5 jurisdiction to consider all further applications arising out of or connected with the proposed
6 Settlement.

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DATED: 5/22/2026



Honorable Kendall Hannon
JUDGE OF THE SUPERIOR COURT

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On May 21, 2026, I served the foregoing document(s) entitled:

- 5 • **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
6 ACTION AND PAGA SETTLEMENT**

7 on all the appearing and/or interested parties in this action by delivering the original a true
copy thereof on the party(ies) addressed below as follows:

8 **CDF LABOR LAW, LLP**

9 Warren Hodges
Susan Finch
10 whodges@cdflaborlaw.com
sfinch@cdflaborlaw.com
11 900 University Avenue, Suite 200
Sacramento, CA 95825
Attorneys for Defendants:
12 **ESKATON PREOPERTIES, INC.**

WORK LAWYERS APC

Justin Lo
22939 Hawthorne Boulevard, Suite 300
Torrance, California 90505
(310) 248-2944 / FAX (424) 355-8335
justin@caworklawyer.com

Attorneys for Plaintiff Edward K. Sung,
individually, and on behalf of all others
similarly situated.

14 **SCHNEIDER WALLACE COTTRELL
15 KIM LLP**

16 Carolyn H. Cottrell
Ori Edelstein
17 Robert E. Morelli, III
2000 Powell Street, Suite 1400
Emeryville, California 94608
18 Telephone: (415) 421-7100
Facsimile: (415) 421-7105
19 ccottrell@schneiderwallace.com
oedelstein@schneiderwallace.com
20 rmorelli@schneiderwallace.com

KOUL LAW FIRM, APC

Nazo Koulloukian
Hilary Silvia
217 South Kenwood Ave.
Glendale, CA 91205
(213) 325-3032 / FAX (818) 561-3938
nazo@koullaw.com
hilary@koullaw.com

Attorneys for Plaintiff Socorro Findora,
individually, and on behalf of all others
similarly situated.

21 Attorneys for Plaintiff Marie Austero,
22 individually, and on behalf of all others
similarly situated.

23 **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
24 correspondence for mailing. Under that practice it would be deposited with the U.S.
25 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
in the ordinary course of business. I am aware that on motion of the party served, service
26 is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

27 **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
28 practice of Aegis Law Firm PC for collection and processing correspondence for

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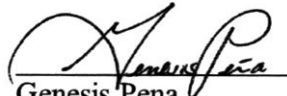
overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

(BY ELECTRONIC TRANSMISSION) I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

(BY PERSONAL SERVICE) I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 21, 2026, at Irvine, California.


Genesis Pena

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Siskiyou
05/21/2026 at 11:27:30 AM
By: Natalie Hough, Deputy Clerk