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FILED
Superior Court of California
County of Los Angeles

10/19/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

14 JUNO CHUA, on behalf of himself and on
15 behalf of all persons similarly situated,

16 Plaintiff,

17 vs.

18 BEECAN HEALTH LLC, a California
19 Limited Liability Company; SERRANO POST
20 ACUTE, LLC, a California Limited Liability
21 Company; CORONA POST ACUTE, LLC, a
22 California Limited Liability Company;
23 CALIFORNIA POST ACUTE LLC, a
24 California Limited Liability Company; LA
25 FUENTE CARE POST ACUTE LLC, a
26 California Limited Liability Company;
27 MONROVIA POST ACUTE, LLC, a
28 California Limited Liability Company;
ROYAL GARDENS HEALTHCARE, LLC, a
California Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 21STCV24458

**~~[PROPOSED]~~ PRELIMINARY
APPROVAL ORDER**

10/19/2023

Hearing Date: ~~August 1, 2023~~
Hearing Time: 10:00 a.m.

Judge: Hon. Lawrence P. Riff
Dept: SS-7

Date Filed: July 1, 2021
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Lawrence P. Riff of the Superior Court of the State
2 of California, in and for the County Los Angeles, on ~~August 1, 2023~~ ^{U&I: FJG/CH} for hearing on the unopposed
3 motion by Plaintiff Juno Chua (“Plaintiff”) for preliminary approval of the Settlement with
4 Defendants Beecan Health LLC, California Post Acute LLC, Serrano Post Acute, LLC, Corona
5 Post Acute, LLC, La Fuente Care Post Acute LLC, Monrovia Post Acute LLC, and Royal Gardens
6 Healthcare, LLC (“Defendants”). The Court, having considered the briefs, argument of counsel
7 and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff’s
8 Motion for Preliminary Approval of Class Action Settlement.

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10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement
12 Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
13 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This is based
14 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
15 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
16 Procedure and California Rules of Court, rule 3.769.

17 2. This Order incorporates by reference the definitions in the Agreement, and all
18 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

19 3. The Gross Settlement Amount that Defendants shall pay is Five Hundred Sixty-
20 Five Thousand Dollars (\$565,000). It appears to the Court on a preliminary basis that the
21 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
22 when balanced against the probable outcome of further litigation and the significant risks relating
23 to certification, liability and damages issues. It further appears that investigation and research
24 have been conducted such that counsel for the Parties are able to reasonably evaluate their
25 respective positions. It further appears to the Court that the Settlement will avoid substantial
26 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
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1 further prosecution of the Action. It further appears that the Settlement has been reached as the
2 result of serious and non-collusive, arms-length negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The
5 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class is fair,
7 adequate, and reasonable when balanced against the probable outcome of further litigation and the
8 significant risks relating to certification, liability, and damages issues.

9 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
10 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and
11 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
12 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
13 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
14 supporting these requests, including lodestar, prior to final approval.

15 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to
16 representative treatment and certification of a class for settlement purposes only. This stipulation
17 will not be deemed admissible in this or any other proceeding should this Settlement not become
18 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
19 "all individuals who are or previously were employed by one or more Defendants in California
20 who were classified as non-exempt employees during the Class Period." The "Class Period" is
21 March 5, 2020 through September 22, 2022.

22 7. The Court concludes that, for settlement purposes only, the Class meets the
23 requirements for certification under section 382 of the California Code of Civil Procedure in that:
24 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
25 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
26 community of interest amongst the members of the Class with respect to the subject matter of the
27 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
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1 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
2 action is superior to other available methods for the efficient adjudication of this controversy; and
3 (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
4 representative of the Class.

5 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
6 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
7 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

8 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
9 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development
10 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
11 Agreement pursuant to the PAGA and \$2,500 to the Aggrieved Employees. “Aggrieved
12 Employees” are all individuals who are or previously were employed by one or more Defendants
13 in California who were classified as non-exempt employees and who worked during the PAGA
14 Period (March 5, 2020 to September 22, 2022). Pursuant to Labor Code section 2699, subdivision
15 (l)(2), the LWDA will be provided notice of the Agreement and these settlement terms. The Court
16 finds the PAGA Penalties to be reasonable.

17 10. The Court hereby approves, as to form and content, the Class Notice attached to the
18 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
19 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
20 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
21 and opportunity to object to the Settlement. The Court further finds that the distribution of the
22 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
23 the requirements of due process, is the best notice practicable under the circumstances, and shall
24 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
25 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
26 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
27 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
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1 address for the Class Member no later than seven (7) days after the receipt of the undelivered
2 Class Notice.

3 11. The Court hereby appoints ILYM Group as the Administrator. No later than fifteen
4 (15) days after this Order, Defendants will provide the Class Data to the Administrator. The
5 Administrator will perform address updates and verifications as necessary prior to the first
6 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
7 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
8 Class Members via first-class regular U.S. Mail to their last known address.

9 12. The Court hereby preliminarily approves the proposed procedure for exclusion
10 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
11 from the Class as provided in the Class Notice by following the instructions for requesting
12 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
13 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
14 the Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response
15 Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request
16 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
17 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
18 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
19 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
20 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
21 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
22 group, class, or subclass of individuals is not permitted and will be deemed invalid.

23 13. Any Class Member who has not opted out may appear at the final approval hearing
24 and may object or express the Member’s views regarding the Settlement, and may present
25 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
26 and determined by the Court as provided in the Class Notice. Class Members will have until the
27 Response Deadline to submit their written objections to the Administrator. Written objections
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1 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
2 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
3 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
4 Hearing to make an oral objection.

5 14. A final approval hearing shall be held before this Court on Tuesday, October 2, 2018
6 at 10:00 AM in Department 7 at the Spring Street Courthouse of the Los
7 Angeles County Superior Court to hear the motion for final approval and the motion for attorneys'
8 fees and costs, and to determine all necessary matters concerning the Settlement, including:
9 whether the proposed settlement of the Action on the terms and conditions provided for in the
10 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether
11 the Final Approval Order and Judgment should be entered herein; whether the plan of allocation
12 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
13 Members; and to finally approve attorneys' fees and costs, service awards, and the fees and
14 expenses of the Administrator. All papers in support of the motion for final approval and the
15 motion for attorneys' fees, costs and service award shall be filed with the Court and served on all
16 counsel no later than sixteen (16) court days before the hearing and both motions shall be heard at
17 this final approval hearing.

18 15. Neither the Settlement nor any exhibit, document, or instrument delivered
19 thereunder shall be construed as a concession or admission by Defendants in any way that the
20 claims asserted have any merit or that this Action was properly brought as a class or representative
21 action, and shall not be used as evidence of, or used against Defendants as, an admission or
22 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
23 omission by Defendants or with respect to the truth of any allegation asserted by any person.
24 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
25 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
26 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
27 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,

1 evidence of a presumption, concession, indication or admission by Defendants of any liability,
2 fault, wrongdoing, omission, concession or damage.

3 16. In the event the Settlement does not become effective in accordance with the terms
4 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
5 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
6 and the Parties shall revert to their respective positions as of before entering into the Agreement,
7 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
8 including all available defenses and affirmative defenses, and arguments that any claim in the
9 Action could not be certified as a class action and/or managed as a representative action . In such
10 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
11 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
12 the Agreement with respect to the effect of the Agreement if it is not approved.

13 17. The Court reserves the right to adjourn or continue the date of the final approval
14 hearing and all dates provided for in the Agreement without further notice to Class Members and
15 retains jurisdiction to consider all further applications arising out of or connected with the
16 proposed Settlement.

17 **IT IS SO ORDERED.**

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19 Dated: 10/19/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

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21 HON. LAWRENCE P. RIFF
22 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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