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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

JOSHUA WRIGHT, LORETTA STANLEY,
HALEY QUAM, and AIESHA LEWIS, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

FRONTIER MANAGEMENT LLC,
FRONTIER SENIOR LIVING, LLC, and GH
SENIOR LIVING, LLC dba GREENHAVEN
ESTATES ASSISTED LIVING,

Defendants.

Case No.: 2:19-cv-01767-JAM-CKD

Hon. John A. Mendez

**ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
COLLECTIVE ACTION SETTLEMENT**

Date: September 13, 2022

Time: 1:30 p.m.

Ctrm.: 6, 14th Floor

Filed: September 6, 2019

Trial Date: None

1 The Motion for Preliminary Approval of Settlement filed by Plaintiffs Joshua Wright, Loretta
2 Stanley, Haley Quam, and Aiesha Lewis, Plaintiffs in this action (the “Action”), was scheduled for
3 hearing regularly in Courtroom 6, 14th Floor, of the above captioned court, the Honorable John A.
4 Mendez presiding. The Parties stipulated that the Court could decide the motion without a hearing
5 and Defendants do not oppose the motion.

6 In the operative complaint in the Action, Plaintiffs allege that Defendants violated federal
7 and state wage and hour laws with respect to current and former non-exempt employees who
8 worked for Defendants. Throughout the relevant time period, Plaintiffs allege that Defendants
9 committed violations as to Plaintiffs and Class and Collective Members by: (1) not paying Class
10 and Collective Members proper minimum and overtime wages for work performed off-the-clock
11 on a daily basis; (2) failing to provide Class and Collective Members with a reasonable opportunity
12 to take meal and rest periods, and failing to compensate Class and Collective Members when such
13 meal and rest periods are not taken; (3) failing to reimburse necessarily-incurred expenses; and (4)
14 failing to issue accurate, itemized wage statements.

15 After discovery and extensive investigation by Plaintiffs’ counsel, the Parties participated in
16 three sessions of private mediations with respected neutral mediator David Rotman and Steve
17 Serratore in an attempt to resolve the claims. As a result of the final mediation session on October
18 5, 2021 and further arm’s-length negotiations facilitated by Mr. Serratore, the Parties reached a
19 global settlement that resolves all of the claims in all of the Action. The Parties then executed a
20 Class Action Settlement Agreement and Release (“Settlement”) on June 8, 2022.

21 The instant motion seeking Preliminary Approval was filed on July 21, 2022 (ECF No. 85)
22 for the purpose of determining, among other things, whether the proposed Settlement is within the
23 range of possible approval, if Notices of the Settlement to Members of the California Class and
24 FLSA Collective Members are appropriate, and whether a formal fairness hearing, also known as a
25 final approval hearing, should be scheduled. Appearing at the hearing was Schneider Wallace
26 Cottrell Konecky LLP on behalf of Plaintiffs, the Collective, and Putative Classes, and Constangy,
27 Brooks, Smith & Prophete LLP on behalf of Defendants Frontier Management LLC, Frontier
28 Senior Living, LLC, and GH Senior Living, LLC dba Greenhaven Estates Assisted Living

1 (collectively, “Defendants”).

2 Having reviewed the papers and documents presented, having heard the statements of
3 counsel, and having considered the matter, the Court HEREBY ORDERS as follows:

4 1. The Court hereby GRANTS preliminary approval of the terms and conditions
5 contained in the Settlement, attached to the Declaration of Carolyn H. Cottrell in support of
6 Plaintiffs’ Motion for Preliminary Approval of Settlement as **Exhibit 1**, as to the California,
7 Oregon, Washington, and Illinois Classes (“State Classes”). The Court preliminarily finds that the
8 terms of the Settlement appear to be within the range of possible approval, pursuant to Federal Rule
9 of Civil Procedure 23 and applicable law.

10 2. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
11 reasonable to the members of the State Classes when balanced against the probable outcome of
12 further litigation relating to class certification, liability and damages issues, and appeals; (2)
13 significant discovery, investigation, research, and litigation have been conducted such that counsel
14 for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement
15 at this time will avoid substantial costs, delay, and risks that would be presented by the further
16 prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of
17 intensive, serious, and non-collusive, arms-length negotiations between the Parties. Accordingly,
18 the Court preliminarily finds that the Settlement was entered into in good faith.

19 3. The Court hereby GRANTS conditional certification of the provisional State Classes,
20 in accordance with the Settlement, for the purposes of this Settlement only. The State Classes are
21 defined as:

- 22 a. The California Class means all persons who are employed, have been employed, or
23 alleged in the Action to have been employed by Defendants as a non-exempt
24 employee in the State of California between September 6, 2015 and March 1, 2022.
- 25 b. The Oregon Class means all persons who are employed, have been employed, or are
26 alleged in the Action to have been employed by Defendants as a non-exempt
27 employee in the state of Oregon between July 8, 2014 and March 1, 2022.
- 28 c. The Washington Class means all persons who are employed, have been employed, or

are alleged to have been employed in the Action by Defendants as a non-exempt employee in the state of Washington between July 8, 2017 and March 1, 2022.

d. The Illinois Class means all persons who are employed, have been employed, or are alleged in the Action to have been employed by Defendants as a non-exempt employee in the state of Illinois between July 8, 2017 and March 1, 2022.

4. The Court hereby GRANTS approval of the terms and conditions contained in the Settlement as to the Collective of Opt-In Plaintiffs. The Court finds that the terms of the Settlement are a fair and reasonable resolution of a *bona fide* dispute and that the terms of the Settlement are within the range of possible approval pursuant to the Fair Labor Standards Act and applicable law.

5. The Court finds that: (1) the settlement amount is fair and reasonable to the Collective Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations between the Parties. Accordingly, the Court finds that the Settlement was entered into in good faith.

6. The Court conditionally certified the Collective in its March 17, 2020 Order (ECF 15), and the Court now finally certifies the Collective pursuant to 29 U.S.C. § 216(b) for Settlement purposes only. The Collective is defined as all individuals who have submitted Opt-In Consent Forms in the Federal Action and worked for Defendants as non-exempt, hourly employees between March 13, 2017 and March 1, 2022.

7. The Court hereby authorizes the retention of Settlement Services, Inc. as Settlement Administrator for the purpose of the Settlement, with reasonable administration costs estimated to be \$149,400.

8. The Court hereby conditionally appoints Schneider Wallace Cottrell Konecky LLP as Counsel for the Class. The Court hereby conditionally appoints Plaintiffs Wright, Stanley, Quam,

1 and Lewis as Class Representatives for the California, Oregon, Washington, and Illinois State
2 Classes, respectively.

3 9. The Court hereby appoints Schneider Wallace Cottrell Konecky LLP as Counsel for
4 the Collective. The Court hereby appoints Plaintiffs Wright, Stanley, Quam, and Lewis as
5 Collective Representatives for the Collective.

6 10. The Court hereby APPROVES the Notices of Settlement attached to the Settlement
7 as **Exhibit C** and **Exhibit D**. The Court finds that the Notice of Settlement, along with the related
8 notification procedure contemplated by the Settlement, constitute the best notice practicable under
9 the circumstances and are in full compliance with the applicable laws and the requirements of due
10 process. The Court further finds that the Notices of Settlement appear to fully and accurately inform
11 the Members of the State Classes of all material elements of the proposed Settlement, of their right
12 to be excluded from the Settlement, and of their right and opportunity to object to the Settlement.
13 The Court also finds that the Notice of Settlement appears to fully and accurately inform the
14 Members of the Collective of all material elements of the proposed Settlement.

15 11. The Court hereby authorizes dissemination of the Notice of Settlement to Members
16 of the State Classes and the Collective. Subject to the terms of the Settlement, the Notice of
17 Settlement shall be mailed via first-class mail to the most recent known address of each Member of
18 the State Classes and the Collective within the timeframe specified in the Settlement, and sent via
19 email to all such persons for whom Defendants have an email address. The Parties are authorized
20 to make non-substantive changes to the proposed Notice of Settlement that are consistent with the
21 terms of the Settlement and this Order.

22 12. The Court hereby APPROVES the proposed procedure for members of the State
23 Classes to request exclusion from the Rule 23 component of the Settlement, which is to submit a
24 written statement requesting exclusion to the Settlement Administrator during the time period
25 permitted under the Settlement. Any member of the State Classes who submits a written exclusion
26 shall not be a member of the State Classes, shall be barred from participating in the Rule 23
27 component of the Settlement, and shall receive no benefit from the Rule 23 component of the
28 Settlement.

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