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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

SARAH BLOUNT, on behalf of herself,
and all others similarly situated,

Plaintiff,

vs.

HOST HEALTHCARE, INC.,

Defendant.

Case No. 21cv310-MMA-WVG

**ORDER GRANTING PLAINTIFF’S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Doc. No. 20]

Sarah Blount (“Plaintiff”) brings this putative wage and hour class action (the “Action”) against Defendant Host Healthcare, Inc. (“Defendant”). Plaintiff moves for preliminary approval of a class settlement pursuant to Federal Rule of Civil Procedure 23(e). *See* Doc. No. 20; *see also* Doc. No. 20-2, Ferraro Decl., Ex 1. Defendant does not oppose Plaintiff’s motion. *See* Doc. No. 21. The Court found the matter suitable for determination without oral argument pursuant to Federal Rule of Civil Procedure 78(b) and Civil Local Rule 7.1.d.1. *See* Doc. No. 22.

1 Upon due consideration, the Court **GRANTS** Plaintiff’s motion and **ORDERS** as
2 follows:

3 1. The Court has jurisdiction over the subject matter of the Action and over all
4 Parties to the Action, including all members of the Settlement Class.

5 2. The Court preliminarily finds, for settlement purposes only, that the
6 Settlement Class meets the requirements of Rules 23(a) and (b)(3) of the Federal Rules of
7 Civil Procedure, and the Court preliminarily approves and incorporates the Settlement
8 Agreement, attached to the Declaration of Nicholas J. Ferraro as Exhibit 1, and
9 conditionally certifies the Settlement Class, pursuant to the Settlement Agreement’s
10 terms and conditions as follows: “All individuals who worked for Host Healthcare in
11 California as a non-exempt or hourly employee at any time during the Class Period,
12 including corporate employees and travel nurses.” The “Class Period” shall be from
13 November 16, 2016 to the date of this Order.

14 3. The Court preliminarily finds, for settlement purposes only, that class
15 certification under Federal Rule of Civil Procedure 23(b)(3) is appropriate based on the
16 following reasons: (a) the Settlement Class Members are so numerous that joinder of all
17 Settlement Class Members is impracticable; (b) there are questions of law and fact
18 common to the Settlement Class which predominate over any individual questions; (c)
19 the claims of the individually named Plaintiff are typical of the claims of the Settlement
20 Class; (d) Plaintiff and her counsel will fairly and adequately represent and protect the
21 interests of the Settlement Class Members; (e) questions of law or fact common to the
22 Settlement Class Members predominate over any questions affecting only individual the
23 Settlement Class Members; and (f) a class action is superior to other available methods
24 for the fair and efficient adjudication of the controversy.

25 4. The Court preliminarily finds, subject to the Final Approval hearing, that the
26 proposed Settlement Agreement is fair, reasonable, adequate, and in the best interests of
27 the Settlement Class. The Court further finds that the Settlement substantially fulfills the
28 purposes and objectives of the class action and provides beneficial relief to the Settlement

1 Class. It appears to the Court on a preliminary basis that: (a) the non-reversionary Gross
2 Settlement Amount is fair and reasonable to Class Members when balanced against the
3 probable outcome of further litigation relating to class certification, liability and damages
4 issues and potential appeals; (b) significant investigation, research, and discovery, have
5 been conducted by counsel for each Party and they are able to reasonably evaluate their
6 positions; (c) settlement at this time will avoid substantial costs, delay, and risks that
7 would be presented by the further prosecution of the litigation; and (d) the proposed
8 Settlement has been reached through intensive, serious, and non-collusive arms'-length
9 negotiations between the Parties facilitated by an experienced Magistrate Judge.

10 5. The Court approves, as to form and content, the Notice of Class Action
11 Settlement ("Class Notice") attached to the Settlement Agreement as Exhibit A. The
12 Court finds that the Class Notice advises the Class of the pendency of the Class Action,
13 of the proposed Settlement terms, of the preliminary Court approval of the Settlement, of
14 the automatic payment of a proportionate share of the Settlement monies if the Class
15 Member does not request to be excluded, of the released claims, of the estimated amount
16 each may expect to receive pursuant to the proposed Settlement, of their right to submit
17 objections or requests for exclusion and of the manner and timing for doing these acts.

18 6. The Court concludes the proposed Class Notice and the procedure set forth
19 in Settlement Agreement for providing notice to the Class Members, will provide the best
20 notice practicable under the facts and circumstances of this case. There is no alternative
21 method of notice that would be more practical or more likely to notify Class Members of
22 the terms of the Settlement. The Class Notice fairly, plainly, accurately, and reasonably
23 informs the Class Members of: (a) the nature of the Action, the definition of the
24 Settlement Class, the identity of Class Counsel, and the essential terms of the Settlement
25 Agreement, including the plan of allocation under the Class and PAGA portions of the
26 Settlement; (b) Plaintiff's application for a Service Payment and Class Counsel's request
27 for attorneys' fees and litigation costs; (c) how to participate in and receive proceeds
28 under the Class portions of the Settlement; (d) how to object to or request exclusion from

1 the Settlement; and (e) how to obtain additional information regarding the Action and the
2 Settlement. The Court thus finds that the notice requirements for class actions are
3 satisfied.

4 7. The Court approves, for settlement purposes only, Ferraro Vega
5 Employment Lawyers, Inc., as Class Counsel.

6 8. The Court approves, for settlement purposes only, Sarah Blount as the
7 Representative Plaintiff.

8 9. The Court approves Simpluris, Inc. as the third-party Settlement
9 Administrator.

10 10. The Court further **ORDERS**:

11 A. No more than fifteen (15) calendar days after the Order
12 Granting Preliminary Approval, Defendant shall forward to the Settlement Administrator,
13 information in electronic format, regarding all Class Members' names, last known
14 residence addresses, Social Security numbers, hire and termination dates, and total
15 workweeks worked during the Class Period ("Class Member Data").

16 B. No more than twenty-one (21) calendar days after receipt of the
17 Class Member Data, the Settlement Administrator shall mail the Class Notice to each
18 Class Member, by first class United States mail, postage pre-paid. The Settlement
19 Administrator shall take those measures specified, and on the conditions set forth in the
20 Settlement Agreement, for updating an address after the first mailing of the Class Notice.

21 C. All mailings shall be made to the present and/or last known
22 mailing address of the Class Members based on Defendant's records, and as may be
23 updated and located by the Settlement Administrator and as may be provided to the
24 Settlement Administrator by Class Counsel or Defendant's counsel. The Court finds, and
25 so orders, that the mailing of Class Notice to the Settlement Class as set forth in the
26 Settlement Agreement and this paragraph is the best means practicable by which to reach
27 Class Members and is reasonable and adequate pursuant to all constitutional and statutory
28 requirements including all due process requirements.

1 11. The Court further **ORDERS**:

2 A. Requests for exclusion from the Settlement must be mailed to
3 the Settlement Administrator in the manner set forth in the Class Notice, postmarked no
4 later than forty-five days following the mailing of the Class Notice by the Settlement
5 Administrator (“Response Deadline”). If the 45th day falls on a Sunday or Holiday, the
6 Response Deadline shall end on the next business day that is not a Sunday or Holiday.

7 B. Written letters of objection to the Settlement may be mailed to
8 the Settlement Administrator in the manner set forth in the Class Notice, postmarked no
9 later than forty-five days following the mailing of the Class Notice by the Settlement
10 Administrator. If the 45th day falls on a Sunday or Holiday, the Response Deadline shall
11 end on the next business day that is not a Sunday or Holiday. Any written letter of
12 objection should be signed by the Class Member and/or his or her representative; include
13 the objecting Class Member’s name, address, telephone number, and the case name and
14 number as shown in the Class Notice; the basis for each objection; a list of any witnesses
15 to be called at the final approval hearing; and whether the Class Member and/or his or her
16 representative intends to appear at the final approval hearing.

17 12. No more than fourteen (14) calendar days after the Response Deadline, the
18 Settlement Administrator shall serve on all Parties a declaration of due diligence setting
19 forth its compliance with its obligations under the Settlement Agreement. Additionally,
20 all papers in support of the Motion for Order Granting Final Approval of the Class Action
21 Settlement shall be filed at least twenty-eight (28) calendar days before the Final
22 Fairness/Final Approval hearing.

23 13. The Final Approval Hearing will be held before the undersigned on
24 **October 27, 2021 at 11:00 a.m.** in the above-entitled Court, the United States District
25 Court for the Southern District of California, 221 West Broadway, San Diego, California
26 92101, Courtroom 3D, to consider the fairness, adequacy and reasonableness of the
27 proposed Settlement preliminarily approved by this Order, and to consider the application
28 of Class Counsel for awards of reasonable attorneys’ fees and litigation expenses, the

1 Class Representative Service Enhancement, and the Settlement Administrator's expenses.

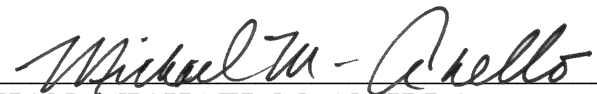
2 14. If, for any reason, the Court does not execute and file an Order Granting
3 Final Approval and Judgment, or if the Effective Date, as defined by the Settlement
4 Agreement, does not occur for any reason whatsoever, the Settlement Agreement and the
5 proposed Settlement subject of this Order and all evidence and proceedings had in
6 connection therewith, will be null and void and without prejudice to the status quo ante
7 rights of the Parties to the litigation as more specifically set forth in the Agreement.

8 15. Defendant must, in compliance with the Class Action Fairness Act, 28
9 U.S.C. § 1715, serve written notice of the proposed Settlement on the U.S. Attorney
10 General and the appropriate California state official, along with the appropriate state
11 official in every state where a Class Member resides no later than five (5) days of the
12 issuance of this Order if not earlier completed prior to the hearing on Plaintiff's Motion
13 for Order Granting Preliminary Approval. Defendant must submit a statement of
14 compliance with the Court in a timely manner to prevent delay of the Effective Date.

15 16. The Court expressly reserves the right to adjourn or to continue the Final
16 Approval Hearing from time-to-time without further notice to Class Members, except that
17 notice of a continuance will be provided to all Class Members who submit written
18 objections. In the event the Settlement does not become final for any reason, this
19 Preliminary Approval Order will be of no further force or effect and the fact that the
20 Parties were willing to stipulate to class certification as part of the Settlement will have
21 no bearing on, and will not be admissible in connection with, the issue of whether a class
22 should be certified in a non-settlement context.

23 **IT IS SO ORDERED.**

24 DATE: July 30, 2021

25 
26 HON. MICHAEL M. ANELLO
27 United States District Judge
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