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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 KURT CASADINE on behalf of
12 himself and all others similarly situated,

13 Plaintiffs,
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15 vs.
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17 MAXIM HEALTHCARE SERVICES,
18 INC., a Maryland Corporation and
19 DOES 1 through 100, inclusive,
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21 Defendants.
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Case No.: CV 12-10078-DMG (CWx)

**ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
[90]**

1 Having duly considered Plaintiffs' Motion for Preliminary Approval of
2 Class Action Settlement, the Court orders as follows:

3 Plaintiff Kurt Casadine and proposed Plaintiff Alfred Guerrero, individually
4 and on behalf of other similarly situated employees, and Defendant Maxim
5 Healthcare Services, Inc. ("Defendant") have reached a settlement in this putative
6 class action. Plaintiffs and Defendant are collectively referred to as "the Parties."

7 Pursuant to Federal Rule of Civil Procedure 23(e), Plaintiffs filed a Motion
8 for Preliminary Approval of Class Action Settlement. After reviewing Plaintiffs'
9 Motion, the Parties' Stipulation and Settlement Agreement, the proposed Notice of
10 Class Action Settlement and the proposed Claim Form, the Court Orders as
11 follows:

- 12 1. The Court approves the filing of the Third Amended Complaint and
13 the addition of Alfred Guerrero as a Plaintiff;
- 14 2. The Court finds on a preliminary basis that the Stipulation of
15 Settlement filed and incorporated herein by this reference and made a
16 part of this Order of Preliminary Approval is within the range of
17 reasonableness of a settlement which could ultimately be given final
18 approval by this Court. The Court finds preliminarily that the amount
19 offered in settlement is fair, reasonable and adequate to Class
20 Members when balanced against the novelty, difficulty and risk of
21 further litigation relating to certification, liability, damages, and
22 potential appeals of rulings. The Court preliminarily finds that
23 significant discovery, investigation, research, and litigation have been
24 conducted such that the parties' counsel are able to reasonably and
25 intelligently evaluate their respective positions. The Court
26 preliminarily finds that settlement will avoid substantial costs, delay
27 and risks that would be presented by the further prosecution of the
28 litigation and that the proposed Settlement has been reached as a

1 result of intensive, serious and non-collusive negotiations between the
2 parties. The Court preliminarily finds that the requested class
3 representative enhancement awards and attorneys' fees and costs are
4 fair, reasonable and adequate and within the range of reasonableness.

5 3. This Order incorporates by reference the Parties' Stipulation and
6 Settlement Agreement and all defined terms herein shall have the
7 same meaning as set forth in the Agreement. For settlement purposes
8 only, the Parties stipulate to and the Court hereby provisionally
9 certifies pursuant to Rule 23 the following Settlement Class of "all
10 individuals who worked for Maxim in California as a Live-In
11 Caregiver, which includes certified home health aide / home health
12 aide, companion care homemaker / companion care provider,
13 companion caregiver, and caregiver – personal care assistant, between
14 October 24, 2008 and March 31, 2015."

15 4. The Court finds, for settlement purposes only, that the requirements of
16 Federal Rule of Civil Procedure 23(a) and (b) are satisfied. For
17 settlement purposes, as stipulated by the parties, the proposed class
18 meets the requirements of numerosity, commonality and typicality,
19 and there is adequate and fair representation.

20 5. This Order, which conditionally certifies a class action for settlement
21 purposes only, shall not be cited in this or any matter for the purpose
22 of seeking class certification, opposing decertification, or for any
23 other purpose, other than enforcing the terms of the Stipulation.

24 6. With respect to this provisionally certified class for settlement
25 purposes, if the Agreement does not become final for any reason, the
26 fact that the parties were willing to stipulate to class certification as
27 part of the Agreement shall have no bearing on and will not be
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admissible in connection with, the issue of whether a class in this action should be certified in a non-settlement context.

7. The Court hereby approves, as to form and content, the Notice of Class Action Settlement which is attached to the Settlement Agreement as Exhibit "A" and the Claim Form, which is attached to the Settlement Agreement as Exhibit "B," subject to such edits as the Court has communicated to the parties. The Court approves the method of sending Notice set forth in the Agreement and the procedure for Settlement Class Members to participate in, to opt out of, and to object to the Settlement as set forth in the Notice of Class Action Settlement and Claim Form, subject to the Court's edits. Plaintiffs shall arrange for a website where class members may access relevant class action settlement documents and motions.
8. The Court hereby approves Phoenix Settlement Administrators to be the Claims Administrator for purposes of the settlement administration.
9. Within fifteen (15) business days of the entry of this Order, Defendant shall provide the Claims Administrator with all information necessary for the Claims Administrator to be able to administer the proposed Settlement, including mailing the Notice and Claim Form to all Settlement Class Members.
10. The Notice shall be delivered via First Class U.S. Mail to the last known address of each Settlement Class Member after the Claims Administrator has received all the information referred to in the preceding paragraph. The Claims Administrator shall follow administration procedures as set forth in the Settlement Agreement.
11. Any Settlement Class Member requesting to be excluded from the Class must submit a written, signed, and dated request to opt-out to

1 the Claims Administrator t no later than forty-five (45) days after the
2 original date of the Claims Administrator's mailing of the Settlement
3 Class Notice. Any Settlement Class Member who submits a valid and
4 timely written request to opt-out from the settlement shall no longer
5 be a Settlement Class Member, shall not be bound by the terms of the
6 Settlement as provided for in the Settlement Agreement, shall have no
7 right no object to this Settlement, and shall receive no benefit from
8 this Settlement.

9 12. The Court further orders that each Settlement Class Member shall be
10 given full opportunity to object to the proposed class action settlement
11 and to participate at the Final Approval Hearing at which time final
12 approval of the Settlement will be determined. Any Settlement Class
13 Member objecting to the proposed class action settlement shall submit
14 such written objection and a notice of intention to object to the Claims
15 Administrator, and serve copies on Class Counsel and Defendant's
16 counsel.

17 13. The Court hereby appoints as Class Counsel for settlement purposes
18 only, Mahoney Law Group, APC and Jose Garay, APLC.

19 14. Plaintiffs are approved as Class Representatives for the Settlement
20 Class Members for settlement purposes only.

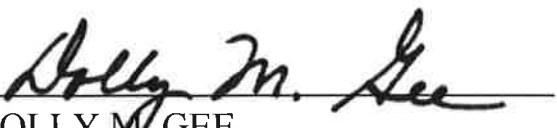
21 15. Class Counsel shall file and post on the website their motion for
22 approval of attorneys' fees, costs, and the Service Enhancements for
23 the Class Representatives sought in the Stipulation of Settlement at
24 least 14 calendar days before the Notice Response Deadline.

25 16. Class Counsel shall file the motion for final approval of the
26 settlement sought in the Stipulation within 10 calendar days after the
27 Notice Response Deadline.
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- 1 17. The Final Approval Hearing shall be held on **September 18, 2015 at**
2 **11 a.m.**, to determine whether the proposed Settlement is fair,
3 reasonable and adequate and whether the Settlement should be finally
4 approved by the Court. The Court may adjourn or continue the Final
5 Approval Hearing without further notice to the Settlement Class
6 Members.
- 7 18. All discovery and pretrial proceedings and deadlines are vacated,
8 except such proceedings and deadlines as are necessary to implement
9 this Order.
- 10 19. Should for whatever reason the Settlement not become final, the fact
11 that the Parties were willing to stipulate to class certification as part of
12 the Settlement shall have no bearing on, nor be admissible in
13 connection with, the issue of whether a class should be certified in a
14 non-settlement context. This Settlement is not a concession or
15 admission and shall not be used or construed against Defendant or any
16 of the Releasees defined in the Stipulation of Settlement as an
17 admission or indication with respect to any claim of any fault or
18 omission by Defendant or any of the Releasees. In the event the
19 Settlement does not become effective in accordance with the terms of
20 the Settlement or the Settlement is not finally approved, or is
21 terminated, cancelled, or fails to become effective for any reason, this
22 Order shall be rendered null and void and shall be vacated, and the
23 Parties shall revert to their respective positions as of before entering
24 into the Settlement.

25 **IT IS SO ORDERED.**

26 DATED: May 22, 2015

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28 DOLLY M. GEE
UNITED STATES DISTRICT JUDGE