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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW MEXICO**

CHRISTIE COFFIN, KIMBERLY WILLMOTT, and BRENDA KASATY individually, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

MAGELLAN HRSC, INC., an Ohio Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No.: 1:20-cv-00144-DHU-GJF

**ORDER  
PRELIMINARILY APPROVING  
SETTLEMENT, SCHEDULING  
HEARING FOR FINAL APPROVAL,  
AND APPROVING PROPOSED  
CLASS NOTICE**

WHEREAS, Plaintiffs Christie Coffin, Kimberly Willmott and Brenda Kasaty (the “Named Plaintiffs”) have made application (the “Application”) for an order preliminarily approving the Settlement of this Class Action as identified and defined in the Class Action Settlement Agreement (“Settlement Agreement”), which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement of the Class Action and for dismissal of the Class Action upon the terms and conditions set forth therein;

WHEREAS, the Application is unopposed by Defendant Magellan HRSC, Inc. (“Magellan”) (the Named Plaintiffs and Magellan are referred to collectively as the “Parties”);

1 WHEREAS, the Court has read and considered the Settlement Agreement, the  
2 exhibits attached thereto, and the briefing and declarations submitted in support of  
3 preliminary approval of the Settlement Agreement;

4 NOW, THEREFORE, IT IS HEREBY ORDERED:

5 1. The definitions contained in the Settlement Agreement attached to the  
6 Declaration of Sheldon A. Ostroff as Exhibit 2 in support of the motion for preliminary  
7 approval of the Settlement in this Class Action are incorporated herein by reference.

8 2. The Court hereby preliminarily approves the Settlement Agreement and  
9 the Settlement set forth therein as being fair, reasonable and adequate. The Settlement  
10 Agreement is the result of arm's-length negotiations between experienced attorneys  
11 who are familiar with class action litigation in general and with the legal and factual  
12 issues presented in the instant Class Action in particular.

13 3. The Court finds, solely and exclusively for the purposes of the proposed  
14 Class, that with regard to the Claims asserted by the Named Plaintiffs: (i) the number  
15 of Class Members is so numerous that joinder is impracticable; (ii) common questions  
16 of fact and law exist; (iii) the Named Plaintiffs' claims are typical of the Class Members'  
17 claims, and (iv) the Named Plaintiffs and Class Counsel adequately represent the  
18 interests of the Class Members. In addition, the Court finds that with regard to the Class  
19 Members, questions of law or fact common to the Class predominate over questions  
20 affecting individual members, and a class action is superior to other available methods.  
21 Certification of the Named Plaintiffs' claims for settlement purposes is the best means  
22 for protecting the interests of all the Class Members.

23 4. The Court has considered the pleadings and arguments made by the Parties  
24 in support of the motion for preliminary approval of the Settlement Agreement, as well  
25 as the declarations and exhibits submitted in support thereof, and finds that the proposed  
26 Class defined in the Settlement Agreement is proper and should be certified for  
27 settlement purposes as defined herein below. Solely for purposes of the proposed  
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1 Settlement, the Class is hereby conditionally certified pursuant to Fed. R. Civ. Proc. 23  
2 as follows:

3 All former and current employees of Magellan HRSC, Inc. who, at any  
4 time during the period between June 14, 2015 and the date of the entry of  
5 this Order were employed in California in the capacity of a “care manager”  
6 or “senior care manager” and classified as an exempt employee.

7 5. After reviewing the qualifications of the applicants for appointment of  
8 Class Counsel, the Court does hereby approve Sheldon A. Ostroff of the Law Office of  
9 Sheldon A. Ostroff and Daniel R. Shinoff of Artiano Shinoff as Class Counsel.

10 6. The Court is satisfied that the Named Plaintiffs do not have any conflicts  
11 of interest with the absent Class Members and will be able to fairly and adequately  
12 protect the interests of the Class Members. The Court therefore preliminarily approves  
13 Christie Coffin, Kimberly Willmott and Brenda Kasaty as class representatives for the  
14 Class.

15 7. The Court appoints American Legal Claim Services, LLC, as Settlement  
16 Administrator. The costs of settlement administration shall be paid out of the Maximum  
17 Settlement Amount pursuant to the terms of the Settlement Agreement.

18 8. The Court approves, as to form and content, the Class Notice attached as  
19 Exhibit 2 to the Settlement Agreement and finds that the distribution of the Class Notice  
20 as set forth in Section 6 of the Settlement Agreement: (a) meets the requirements of  
21 federal law and due process; (b) is the best notice practicable under the circumstances;  
22 and (c) shall constitute due and sufficient notice to all individuals entitled thereto.  
23 Notice of the proposed Settlement shall be provided in accordance with the Settlement  
24 Agreement. Non-substantive changes may be made to the Class Notice by agreement  
25 of the Parties without further order of this Court.

26 9. All Class Members who do not opt out of the Class as described in the  
27 Class Notice shall be bound by all determinations and the judgment in this Class Action  
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1 concerning the Settlement, whether favorable or unfavorable to the Class Members.

2 10. Class Members shall not be required to submit a claim form to participate  
3 in the Settlement and receive an Individual Settlement Payment.

4 11. Within sixty (60) calendar days of the mailing of the Class Notice, Class  
5 Members objecting to the terms of the Settlement Agreement must do so in writing in  
6 accordance with the Settlement Agreement. The written objection must be served on  
7 the Parties' counsel of record and filed with the Clerk of the Court in accordance with  
8 the Settlement Agreement and the directions in the Class Notice.

9 12. Within sixty (60) calendar days of the mailing of the Class Notice, Class  
10 Members who wish to exclude themselves from the Settlement must submit a written  
11 Request for Exclusion to the Settlement Administrator in accordance with the  
12 Settlement Agreement and the directions in the Class Notice.

13 13. Any Class Member who does not exclude himself or herself from the Class  
14 may enter an appearance in the Class Action, at his or her own expense, individually or  
15 through counsel of his or her own choice. Any Class Member who does not enter an  
16 appearance or opt out of the Class will be represented by Class Counsel.

17 14. A Final Approval Hearing, for purposes of determining whether the  
18 Settlement Agreement should be finally approved, shall be held before this Court on  
19 January 29, 2025, at 2:00p.m., in Mimbres Courtroom of the United States District  
20 Court of New Mexico, 333 Lomas Boulevard NW, Albuquerque, NM 87102. At the  
21 hearing, the Court will hear arguments concerning whether the proposed Settlement of  
22 the Class Action on the terms and conditions provided for in the Settlement Agreement  
23 is fair, reasonable and adequate and should be finally approved by the Court. The Court  
24 will also hear at that time any objections submitted by Class Members. The Court will  
25 also consider Class Counsels' request for an award of attorneys' fees and costs, the  
26 Service Awards to be paid to the Named Plaintiffs, and the payment of Settlement  
27 Administration Costs to the Settlement Administrator.

1           15. Any Class Member who does not exclude himself or herself from the Class  
2 may appear at the Final Approval Hearing and show cause, if any, why: (a) the proposed  
3 Settlement of the Class Action should or should not be approved as fair, reasonable, and  
4 adequate; (b) a judgment should or should not be entered thereon; (c) attorneys' fees  
5 and/or costs should or should not be awarded to Class Counsel; and/or (d) the Named  
6 Plaintiffs should or should not receive Service Awards. However, no Class Member,  
7 or any other person, shall be heard or entitled to contest the approval of the terms and  
8 conditions of the proposed Settlement Agreement, or, if approved, the Judgment to be  
9 entered thereon approving the same, or, if awarded, compensation for the Named  
10 Plaintiffs, and/or attorneys' fees and/or costs awarded to Class Counsel, unless that  
11 person has, no later than sixty (60) days after the mailing of the Class Notice to the  
12 Class Members, filed a Notice of Objection with the Court and served that Notice of  
13 Objection on counsel for the Parties, and copies of any papers and briefs in support  
14 thereof explaining the basis of the objection in accordance with the Settlement  
15 Agreement. All timely filed and served objections shall be considered and ruled upon  
16 by the Court at the Final Approval Hearing. Any Class Member who does not timely  
17 file and serve his or her Notice of Objection in accordance with the Settlement  
18 Agreement shall be deemed to have waived such objection and shall forever be  
19 foreclosed from making any objection to the fairness, reasonableness or adequacy of  
20 the proposed Settlement contained in the Settlement Agreement, any award of  
21 attorneys' fees and costs awarded to Class Counsel, and any Service Award to the  
22 Named Plaintiffs, unless otherwise ordered by the Court.

23           16. The Parties shall file all papers in support of final approval of the  
24 Settlement no later than twenty-eight (28) calendar days prior to the Final Approval  
25 Hearing.

26           17. Class Counsel shall file their motion for an award of attorneys' fees and  
27 costs as part of the motion for final approval of the Settlement no later than twenty-  
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1 eight (28) calendar days prior to the Final Approval Hearing.

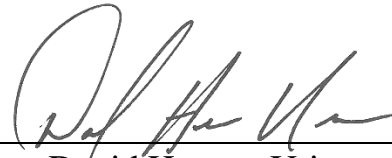
2 18. At the Final Approval Hearing, the Court shall determine whether the  
3 proposed Settlement, any application for attorneys' fees or reimbursement of costs, the  
4 Named Plaintiffs' Service Awards, and the Settlement Administration Costs shall be  
5 approved.

6 19. The Court reserves the right to adjourn the date of the Final Approval  
7 Hearing without further notice to the Class Members and retains jurisdiction to consider  
8 all further applications arising out of or connected with the proposed Settlement.

9 20. As of the date of this Order, all dates and deadlines associated with the  
10 Class Action shall be stayed, other than those pertaining to the administration of the  
11 Settlement.

12 21. In the event the proposed Settlement is not finally approved by the Court,  
13 or for any reason the Effective Date does not occur, then the Settlement and all orders  
14 entered in connection therewith shall be null and void and of no effect, and shall not be  
15 used or referred to for any purposes whatsoever. In such event, the Settlement shall be  
16 withdrawn without prejudice as to the rights of any and all Parties hereto.

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18 **IT IS SO ORDERED.**

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21 Hon. David Herrera Urias  
22 DISTRICT COURT JUDGE  
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