

1 ZACK I. DOMB, SBN 265185  
E-Mail zack@dombrauchwerger.com  
2 DEVIN RAUCHWERGER, SBN 274234  
E-Mail devin@dombrauchwerger.com  
3 **DOMB & RAUCHWERGER LLP**  
1055 East Colorado Blvd., Fifth Floor  
4 Pasadena, California 91106  
Telephone: (213) 537-9225

5 Edwin Aiwazian, SBN 232943  
6 Email: edwin@calljustice.com  
**LAWYERS for JUSTICE, PC**  
7 450 N. Brand Blvd., Suite 900  
Glendale, California 91203  
8 Telephone: (818) 265-1020  
Facsimile: (818) 265-1021

9 Attorneys for Plaintiffs  
10 Cruzelma Martinez, Renee Robinson and Ronald  
Pigram

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SACRAMENTO**

14 CRUZELMA MARTINEZ, RENEE ROBINSON,  
LISA STEINER, and RONALD PIGRAM,  
15 individually, and on behalf of other members of  
the general public similarly situated and on behalf  
16 of other aggrieved employees pursuant to the  
California Private Attorneys General Act;

17 Plaintiffs,

18 v.

19 BURGER REHABILITATION SYSTEMS, INC.,  
20 a California corporation; BURGER  
ASSOCIATES, INC., a California corporation;  
21 BURGER PHYSICAL THERAPY SERVICES,  
INC., a California corporation; BURGER  
22 PHYSICAL THERAPY AND  
REHABILITATION AGENCY, INC., a California  
23 corporation; CAROL BURGER, an individual, and  
DOES 4 through 100, inclusive,

24 Defendants.  
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Case No.: 34-2020-00286930-CU-OE-GDS

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING APPROVAL OF PRIVATE  
ATTORNEYS GENERAL ACT (LABOR CODE  
§ 2698, ET SEQ.) SETTLEMENT AGREEMENT  
AND AWARD OF PAGA COUNSEL FEES,  
PAGA COUNSEL LITIGATION EXPENSES,  
AND SETTLEMENT ADMINISTRATION  
EXPENSES**

Hearing Information:

Date: October 2, 2026  
Time: 9:00 am  
Dept.: 8A  
Judge: Hon. Jill Talley

1 This matter has come before the Honorable Jill Talley in Department 8A of the Superior Court of  
2 the State of California, for the County of Sacramento, on October 2, 2026 at 9:00 a.m., on Plaintiffs  
3 Cruzelma Martinez, Renee Robinson, and Ronald Pigram’s (“Plaintiffs”) Motion for Approval of Private  
4 Attorneys General Act (Lab. Code § 2698, et seq.) (“PAGA”) Settlement Agreement and Award of PAGA  
5 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses  
6 Payment (“Motion for Approval of Settlement”). Domb & Rauchwerger LLP and Lawyers for Justice, PC  
7 appeared for Plaintiffs and Greenberg Traurig, LLP appeared for Defendants Burger Rehabilitation Systems,  
8 Inc., Burger Associates, Inc., Burger Physical Therapy Services, Inc., Burger Physical Therapy and  
9 Rehabilitation Agency, Inc., and Carol Burger (collectively, “Defendants”).

10 Plaintiffs and Defendants (together, the “Parties”) executed the PAGA Settlement Agreement  
11 (“Settlement,” “Settlement Agreement,” or “Agreement”), which was presented to the Court for approval,  
12 attached to the Declaration of Devin Rauchwerger as Exhibit 1 in support of the Motion.

13 The Court has reviewed and considered: (1) the Motion for Approval of Settlement, (2) the  
14 Declarations of Plaintiffs’ Counsel Devin Rauchwerger and Selena Matavosian, (3) the Declaration of Jodey  
15 Lawrence from Phoenix Class Action Administration Solutions, and (4) the Settlement Agreement. Having  
16 duly considered the Parties’ papers and oral argument, and good cause appearing,

17 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 18 1. The Motion for Approval of Settlement is granted.
- 19 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 20 3. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private  
21 Attorneys General Act (Lab. Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing the  
22 California Labor and Workforce Development Agency (“LWDA”) and Defendants with notice of the  
23 specific provisions of the California Labor Code alleged to have been violated, including, and not limited  
24 to, the facts and theories to support the alleged violations, in conformity with California Labor Code section  
25 2699.3(a).
- 26 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in  
27 conformity with California Labor Code section 2699(s)(2) and that the LWDA has not sought to intervene  
28 or appear in the above-captioned action (“Action”).

1           5.       The Aggrieved Employees covered under the Settlement consist of the following individuals:  
2           All persons employed by Burger Rehabilitation Systems, Inc. as hourly-paid or non-exempt  
3           employees in the State of California at any time during the PAGA Period, from October 13, 2019  
4           through and including August 22, 2024.

5           6.       The Court finds that the Parties reached the Settlement as a result of arm's-length  
6           negotiations.

7           7.       Pursuant to California Labor Code section 2699(s)(2), the Court has reviewed the sum  
8           allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair,  
9           just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement  
10          Amount shall be the Gross Settlement Amount (\$285,000) less the approved PAGA Counsel Fees Payment,  
11          PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment. Based on the  
12          maximum requested deductions, the Net Settlement Amount is estimated to be \$120,968.75. Seventy-five  
13          percent (75%) of the Net Settlement Amount, estimated to be \$90,726.56, shall be distributed to the LWDA  
14          ("LWDA PAGA Payment") and twenty-five percent (25%) of the Net Settlement Amount, estimated to be  
15          \$30,242.19, shall be distributed to the Aggrieved Employees ("Individual PAGA Payments") in accordance  
16          with this Order and Judgment and the Settlement Agreement.

17          8.       The Court has considered the Settlement, and the monetary allocations provided thereby, and  
18          finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Administrator to  
19          administer the Settlement and to make the payments as provided for by, and consistent with, this Order and  
20          Judgment and the Settlement Agreement.

21          9.       The Court approves the payment of up to \$95,000.00 to PAGA Counsel as the PAGA  
22          Counsel Fees Payment. This amount shall be paid from the Gross Settlement Amount and shall be disbursed  
23          in accordance with this Order and Judgment and the Settlement Agreement.

24          10.      The Court approves the payment of \$62,781.25 to PAGA Counsel as the PAGA Counsel  
25          Litigation Expenses Payment. This amount shall be paid from the Gross Settlement Amount and shall be  
26          disbursed in accordance with this Order and Judgment and the Settlement Agreement.

27          11.      The Court approves payment of \$6,250.00 to Phoenix Class Action Administration Solutions  
28          for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and  
29          shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

13. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Notice of PAGA Settlement, attached hereto as “**EXHIBIT 1,**” and the PAGA Settlement Administrator shall distribute the Notice of PAGA Settlement to the Aggrieved Employees at the same time that it distributes their Individual PAGA Payments.

14. Defendants shall fund the Gross Settlement Amount through three equal installment payments made every six (6) months, beginning thirty (30) days after the Court approves the Settlement, and shall fully fund the Gross Settlement Amount no later than October 27, 2027.

15. Within 15 days of the Effective Date, BRSI will provide the Administrator with the Aggrieved Employee Data, in accordance with this Order and Judgment and the Settlement Agreement.

16. Within fifteen (15) days after Defendants fully fund the Gross Settlement Amount, the Administrator shall mail all Individual PAGA Payment checks to the Aggrieved Employees and issue the LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment, as provided for by this Order and Judgment and the Settlement Agreement.

17. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid and negotiable for not less than 180 calendar days, and thereafter shall be cancelled. Funds associated with such cancelled checks shall be sent to the California State Controller’s Office in the name of the applicable Aggrieved Employee pursuant to California’s Unclaimed Property Law.

18. Aggrieved Employees do not have the right to opt out of or object to the Settlement. Effective upon Defendants’ full funding of the entire Gross Settlement Amount, Plaintiffs and the State of California, on behalf of the Aggrieved Employees, shall be deemed to have released Defendants and the Released Parties from the Released PAGA Claims, as those terms are defined in the Settlement Agreement. The Settlement expressly makes the release effective upon full funding.

19. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code section

1 2699(s)(3), within ten (10) days after entry.

2 20. The Court will retain jurisdiction pursuant to Code of Civil Procedure section 664.6 for  
3 purposes of enforcing the Settlement Agreement and this Order and Judgment.

4  
5 Date: \_\_\_\_\_

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6 JILL TALLEY  
7 JUDGE OF THE SUPERIOR COURT  
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# **EXHIBIT 1**

[Mailing Date]

## NOTICE OF PAGA SETTLEMENT

*Re: CRUZELMA MARTINEZ, et al. v. BURGER REHABILITATION SYSTEMS, INC., et al.,*  
Sacramento County Superior Court Case No. 34-2020-00286930

Phoenix Class Action Administration  
Solutions

[INSERT ADDRESS]

[INSERT CITY, STATE ZIP CODE]

[INSERT TELEPHONE NUMBER]

Dear current or former BURGER REHABILITATION SYSTEMS, INC. Employee:

A settlement was reached between Plaintiffs Cruzelma Martinez, Renee Robinson, and Ronald Pigram (“**Plaintiffs**”) and Defendants Burger Rehabilitation Systems, Inc., Burger Associates, Burger Physical Therapy Services, Inc., and Burger Physical Therapy and Rehabilitation Agency, Inc. (“**Defendants**”). Plaintiff Cruzelma Martinez filed a civil Complaint against Burger Rehabilitation Systems, Inc. on October 13, 2020. The operative complaint alleges claims for unpaid overtime; unpaid meal-period premiums; unpaid rest-period premiums; unpaid minimum wages; wages not timely paid during employment; final wages not timely paid; failure to provide compliant wage statements; failure to maintain requisite payroll records; failure to reimburse necessary business expenses; unfair business practices; and civil penalties under the Private Attorneys General Act of 2004 (“**PAGA**”) (the “**Action**”). Defendants deny these allegations and deny any wrongdoing or liability.

On [INSERT DATE], Plaintiffs’ counsel filed a motion with the Court asking the Court to approve a PAGA only settlement reached by the Parties (“**Settlement**”). As part of the Settlement, the Parties agreed to dismiss Plaintiffs’ Class Claims due to Defendants’ financial condition. The Court issued an Order approving the PAGA only Settlement on [INSERT DATE].

The Gross Settlement Amount is \$285,000.00. From that amount, the Court approved attorneys’ fees for Plaintiffs’ counsel in the amount of \$[INSERT], litigation costs in the amount of \$[INSERT], and administration expenses in the amount of \$[INSERT]. After these deductions, \$[INSERT] is allocated as the PAGA payment. The law applicable to a PAGA Action requires that seventy-five percent (75%) of the PAGA payment amount be allocated to the State of California and the remaining twenty-five percent (25%) be allocated to the eligible Aggrieved Employees, defined as all persons employed by Burger Rehabilitation Systems, Inc. as hourly-paid or non-exempt employees in the State of California during the PAGA Period, which is from from October 13, 2019, through and including August 22, 2024. Each Aggrieved Employee is receiving a pro rata share of the 25% of PAGA penalties attributed to the employees, based on the number of pay periods in which the Aggrieved Employee performed work for Burger Rehabilitation Systems, Inc. from October 13, 2019 through August 22, 2024.

As part of the Settlement, you and the other Aggrieved Employees, for the PAGA Period, will release Defendants and any of their predecessors, successors, subsidiaries, parents, and affiliates, as defined by Corporations Code section 150, and each of their supervisory or managerial employees, managing agents, shareholders, directors, and officers (collectively, the “**Released Parties**”) from all claims for civil penalties under PAGA that arose during the PAGA Period and are based on the facts and Labor Code provisions alleged in the Operative Complaint, the PAGA Notice and the Amended PAGA Notice. The Released PAGA Claims include claims for civil penalties predicated on alleged failures to: pay minimum, straight-time, and overtime wages for work performed before or after scheduled shifts, during meal periods, during rest periods, or otherwise off the clock; provide compliant meal periods and rest periods or required premium payments; timely pay wages during employment and upon separation; provide accurate itemized wage statements; provide required days of rest; maintain accurate payroll records; pay reporting-time pay; and reimburse necessary business expenses. The Released PAGA Claims include claims for civil penalties predicated on alleged violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders, including Wage Orders 4-2001 and 5-2001 (the “**Released PAGA Claims**”).

The enclosed check represents your pro rata share of the Aggrieved Employee portion. Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks after the void date will be sent to the California State Controller’s Office in your name pursuant to California’s Unclaimed Property Law.

If you have any questions concerning the Settlement, please contact [INSERT SETTLEMENT ADMINISTRATOR CONTACT INFORMATION].