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Attorneys for Plaintiff
JENNIFER HOLLADAY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JENNIFER HOLLADAY, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

GRANDCARE HEALTH SERVICES LLC, a
California limited liability company and
GRANDCARE SAN DIEGO LLC, a California
limited liability company; MSJ
HEALTHCARE, LLC, a California limited
liability company; N & D HEALTH CARE
SERVICES, INC., a California corporation, and
DOES 3 through 50, inclusive,

Defendant,

Case No.: 20STCV42115

*Assigned for All Purposes to the Honorable
Kenneth R. Freeman, Dept. 14*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

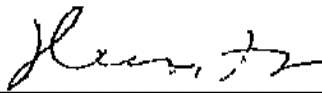
Complaint Filed: October 29, 2020
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on November 20, 2023, the Honorable Kenneth R.
3 Freeman in Department SSC14 in the above-entitled Court, located at 312 N. Spring Street, Los
4 Angeles, California 90012, executed the Proposed Order and Judgment. Attached hereto as
5 **Exhibit A** is a true and correct copy of the Final Order and Judgment which was executed and
6 filed on November 20, 2023.

7
8 Dated: November 27, 2023

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 *Attorneys for Plaintiff*
14 JENNIFER HOLLIDAY
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EXHIBIT A

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Attorneys for Plaintiff
JENNIFER HOLLADAY

FILED
Superior Court of California
County of Los Angeles

11/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JENNIFER HOLLADAY, individually and
on behalf of others similarly situated,

Plaintiff,

vs.

GRANDCARE HEALTH SERVICES LLC,
a California limited liability company and
GRANDCARE SAN DIEGO LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendant,

Case Nos.: 20STCV42115

*Assigned for All Purposes to the Honorable
Kenneth R. Freeman, Dept. SSC 14*

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Complaint Filed: October 29, 2020
Trial Date: Not Set

~~PROPOSED~~ FINAL ORDER AND JUDGMENT

Electronically Received 10/10/2023 12:56 PM

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (hereinafter “Action”) having come before
3 the Court for a hearing and Final Order approving Plaintiff’s Motion for Final Approval (“Final
4 Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval
5 Order”), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement attached
6 to the Supplemental Declaration of Heather Davis in Support of Plaintiff’s Motion for Final
7 Approval as Exhibit 2 (hereinafter “Settlement Agreement” or “Settlement”), and due and
8 adequate notice having been given to all Class Members as required in the Preliminary Approval
9 Order, and the Court having considered all papers filed and proceedings had herein and otherwise
10 being fully informed, issued a tentative ruling on Monday, October 9, 2023 granting Plaintiff’s
11 Motion for Final Approval, finding that the settlement is fair, reasonable, and adequate. No party
12 contested the tentative ruling; therefore, the court orders that the tentative ruling be adopted as
13 the order of the court, and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED**
14 **AND DECREED AS FOLLOWS:**

15 1. The Court GRANTS Plaintiff Jennifer Holladay’s (“Plaintiff”) Motion for Final
16 Approval of Class Action and PAGA Settlement.

17 2. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement.

19 3. Consistent with the definitions provided in the Settlement Agreement, the terms
20 “Class” and “Class Members” shall mean the following: “All current and former non-exempt
21 employees of Defendants GrandCare Health Services, LLC; GrandCare San Diego, LLC, MSJ
22 Healthcare, LLC, and N & D Health Care Services, Inc., in the State of California, at any time
23 between October 29, 2016, and October 9, 2021.”

24 4. Consistent with the definitions provided in the Settlement Agreement, the term
25 “PAGA Members” shall mean the following: “All current and former non-exempt employees
26 Defendants GrandCare Health Services, LLC; GrandCare San Diego, LLC, MSJ Healthcare,
27 LLC, and N & D Health Care Services, Inc., in the State of California, at any time between
28 October 29, 2019, and October 9, 2021.”

1 5. This Court has jurisdiction over the subject matter of the Actions and over all
2 Parties to the Actions, including all Class Members and PAGA Members.

3 6. Distribution of the Class Notice directed to the Class Members as set forth in the
4 Settlement Agreement and the other matters set forth therein has been completed in conformity
5 with the Preliminary Approval Order, including individual notice to all Class Members who could
6 be identified through reasonable effort, and the best notice practicable under the circumstances.
7 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
8 therein, including the proposed settlement set forth in the Settlement Agreement, to all persons
9 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.
10 All Class Members and all Released Class Claims and Released PAGA Claims are covered by
11 and included within the Settlement and this Final Order.

12 7. The Court hereby finds the Settlement Agreement was entered into in good faith
13 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
14 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has
15 satisfied the standards and applicable requirements for final approval of this class action
16 settlement under California law, including the provisions of California Code of Civil Procedure
17 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
18 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

19 8. The Court hereby confirms Protection Law Group, LLP as Class Counsel in the
20 Action.

21 9. The Court hereby approves the Settlement set forth in the Settlement Agreement
22 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
23 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
24 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
25 Court further finds that the Parties have conducted extensive investigation and research, and
26 Counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
27 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
28 and risks that would be presented by the further prosecution of the Actions. The Court has

1 reviewed the benefits that are being granted as part of the Settlement and recognizes the
2 significant value to the Class Members. The Court also finds that the Class is properly certified
3 as a class for settlement purposes only.

4 10. According to the terms of the Settlement Agreement, upon the complete funding
5 of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants
6 GrandCare Health Services, LLC; GrandCare San Diego, LLC, MSJ Healthcare, LLC, and N &
7 D Health Care Services, Inc. (collectively “Defendants”), Plaintiff and all Participating Class
8 Members shall fully release and discharge Defendants, and its past, present and/or future, direct
9 and/or indirect, officers, directors, members, managers, employees, agents, representatives,
10 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
11 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (the
12 “Released Parties”) from any and all claims, rights, demands, liabilities and causes of actions that
13 are alleged, or reasonably could have been alleged based on the facts and claims asserted in the
14 operative complaint in the Action including the following claims: (i) failure to pay all regular
15 wages, minimum wages and overtime wages due, including accrued sick pay and vacation pay;
16 (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest
17 periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses;
18 (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time
19 of termination or resignation; (vii) failure to provide timely pay wages during employment; (viii)
20 unfair business practices that could have been premised on the claims, causes of action or legal
21 theories of relief described above or any of the claims, causes of action or legal theories of relief
22 pleaded in the operative complaint; and (ix) failure to maintain required payroll records
23 (collectively the “Released Class Claims”). The release of the Released Class Claims shall be
24 applicable for the period between October 29, 2016 and October 9, 2021.

25 11. Upon the complete funding of the Gross Settlement Amount by Defendants,
26 Plaintiff, the California Labor Workforce and Development Agency (“LWDA”), and the State of
27 California shall fully release and discharge the Released Parties from any and all claims under the
28 California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have

1 been premised on the facts alleged in both the Notice provided to the LWDA and subsequently
2 pied in the operative complaint including but not limited to the relevant IWC Order and California
3 Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 510, 512(a), 558,
4 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2800, 2802 (the “Released PAGA
5 Claims”) and which arose during the PAGA Period (October 29, 2019, and October 9, 2021).

6 12. Named Plaintiff Jennifer Holladay, for herself only, also fully releases the
7 Released Parties from any and all Released Class Claims and Released PAGA Claims and also
8 generally releases and discharges the Released Parties from any and all claims, demands,
9 obligations, causes of action, rights, or liabilities of any kind which have been or could have been
10 asserted against the Released Parties arising out of or relating to her employment by Defendants
11 or termination thereof, including but not limited to claims for wages, restitution, penalties,
12 retaliation, defamation, discrimination, harassment or wrongful termination of employment. This
13 release specifically includes any and all claims, demands, obligations and/or causes of action for
14 damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided by the
15 Settlement Agreement) relating to or in any way connected with the matters referred to herein,
16 whether or not known or suspected to exist, and whether or not specifically or particularly
17 described herein. Specifically, Plaintiff Jennifer Holladay, waives all rights and benefits afforded
18 by California Civil Code Section 1542, which provides:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
20 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
21 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
22 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
23 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
24 DEBTOR OR RELEASED PARTY.

25 This release specifically excludes claims for unemployment insurance, disability, social
26 security, and workers compensation (with the exception of claims arising pursuant to California
27 Labor Code Sections 132(a) and 4553).

28 13. No Class Member objected to the terms of the Settlement.

1 14. No Class Member, requested to be excluded from the terms of the Settlement.
2 Accordingly, all 412 Participating Class Members are bound by this Judgment.

3 15. The Court finds the settlement payments provided for under the Settlement
4 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
5 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Amount of
6 \$725,000.00 within ninety (90) days of the Effective Date as set forth in the Settlement
7 Agreement to provide payments for Individual Settlement Payments to all Participating Class
8 Members and all PAGA Members, the PAGA Penalties to the LWDA pursuant to Labor Code
9 Section 2698, *et seq.*, the Class Representative Enhancement Payment to Plaintiff, Class
10 Counsel's Fees and Costs, and the Settlement Administrator's Costs. The calculations and the
11 payments shall be administered in accordance with the terms of the Settlement Agreement.

12 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
13 and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys'
14 Fee Award in the amount of \$241,666.66 (1/3 of the Gross Settlement Amount) and attorneys'
15 Cost Award in the amount of \$13,815.75 from the Gross Settlement Amount as final payment for
16 and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
17 Counsel and any other person or entity related to the Actions. The Court further orders that the
18 award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the
19 terms of the Settlement Agreement.

20 17. The Court hereby approves and orders a Class Representative Enhancement
21 Payment of \$7,500.00 to named Plaintiff Jennifer Holladay from the Gross Settlement Amount in
22 accordance with the terms of the Settlement Agreement.

23 18. The Court finds and determines that the resolution of the Released PAGA Claims
24 and the PAGA Payment in this case is fair, reasonable, and appropriate. The Court approves and
25 orders the payment in the amount of \$37,500.00 (75% of \$50,000.00) from the Gross Settlement
26 Amount to the LWDA for penalties arising under the PAGA. The remaining \$12,500.00 (25% of
27 \$50,000.00) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

28 19. The Court also hereby approves and orders payment from the Gross Settlement

1 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
2 Phoenix Settlement Administrators, in the amount of \$11,500.00 as set forth in the Settlement
3 Agreement.

4 20. The Court hereby approves and orders payment of individual settlement payments
5 (“Individual Settlement Payments”) from the Net Settlement Amount to the Participating Class
6 Members on a *pro rata* basis as set forth in the Settlement Agreement.

7 21. The Court also hereby approves and orders that any checks distributed from the
8 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
9 days after being issued will be transferred to the California State Controller’s Office pursuant to
10 California Civil Code § 1500 and held in trust for such Participating Class Members. As such, no
11 “unpaid residue” under California Code of Civil Procedure section 384 will result from the
12 Settlement.

13 22. Provided the Settlement becomes effective under the terms of the Settlement
14 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
15 Individual Settlement Payments, Attorneys’ Fees and Costs, and Class Representative
16 Enhancement Payment is as set forth in the Settlement Agreement.

17 23. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
18 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a
19 finding of the validity of any claims in the Actions or of any wrongdoing by Defendants, or any
20 of the other Released Parties. In entering into the Settlement Agreement, Defendants do not admit,
21 and specifically deny they have violated any federal, state, or local law; violated any regulations
22 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or
23 legal requirements; breached any contract; violated or breached any duty; engaged in any
24 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
25 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions,
26 nor any of the negotiations connected with it, shall be construed as an admission or concession by
27 Defendants of any such violations or failure to comply with any applicable law. Except as
28 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement

1 Agreement and its terms and provisions shall not be offered or received as evidence in any action
2 or proceeding to establish any liability or admission on the part of Defendants or to establish the
3 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
4 local or other applicable law.

5 24. Without affecting the finality of this Judgment, the Court shall retain continuing
6 jurisdiction over the Actions and the Parties, including all Class Members, and over all matters
7 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
8 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
9 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
10 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
11 shall be presented to the Court for resolution. Any delay or proposed alteration in the funding or
12 distribution of the Gross Settlement Amount shall be promptly reported to the Court.

13 25. A Non-Appearance Case Review hearing on the Distribution of Settlement Funds
14 is set for July 19, 2024 at 4:00 p.m. in Department 14 at the Spring Street Courthouse to confirm
15 the full administration of the Settlement. The Parties shall submit a Final Report / Declaration re:
16 Distribution of the Settlement Funds no later than 12:00 p.m. on July 17, 2024, which shall include
17 the total amount of funds to be paid to the Participating Class Members pursuant to the Settlement.
18 If the Declaration re: Distribution is not filed by said time and date, an Order to Show Cause
19 hearing will be set.

20 26. Pursuant to PAGA, the LWDA has been given notice of the Settlement. Pursuant
21 to PAGA, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
22 Settlement. The Court finds and determines that the notice of the Settlement complied with the
23 statutory requirements of PAGA. Plaintiff shall file and serve formal notice of Entry of Judgment
24 including Notice to the LWDA.

25 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

26
27 DATED: 11/20/2023



28 
HON. KENNETH R. FREEMAN
JUDGE OF THE SUPERIOR COURT
Kenneth R. Freeman / Judge