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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

MARIE RAMOS, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

GREENFIELD CARE CENTER OF FILLMORE,
LLC, a California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 56-2021-00549583-CU-OE-VTA

Honorable Kelly Berlingeri
Department 22B

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release Fee, and
Settlement Administration Costs; Declaration of
Plaintiff's Counsel (Edwin Aiwazian); and
Declaration of Plaintiff (Marie Ramos) filed
concurrently herewith]

Reservation ID: 2715798
Date: May 12, 2023
Time: 8:30 a.m.
Department: 22B

Complaint Filed: January 12, 2021
Trial Date: None Set

1 This matter has come before the Honorable Kelly Berlingeri in Department 22B of the Superior
2 Court of the State of California, for the County of Ventura, on May 12, 2023 at 8:30 a.m., on Plaintiff Marie
3 Ramos (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*
4 *Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement
5 Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared for Plaintiff
6 and Keosian Law LLP appeared for Defendant Greenfield Care Center of Fillmore, LLC (“Defendant”).

7 On or around April 20, Plaintiff and Defendant (together, the “Parties”) executed the Private
8 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
9 “Agreement”).

10 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
11 Declarations of Plaintiff’s Counsel Edwin Aiwasian and Plaintiff Marie Ramos, and (3) the Settlement
12 Agreement.

13 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

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

15 1. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this
16 litigation, including the Plaintiff and the State of California Labor and Workforce Development Agency
17 (“LWDA”) with respect to the Aggrieved Employees.

18 2. The Motion for Approval of Settlement is granted.

19 3. All terms used herein shall have the same meaning defined in the Settlement Agreement.

20 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
21 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
22 the LWDA and Defendant with notice of the specific provisions of the California Labor Code alleged to
23 have been violated, including, and not limited to, the facts and theories to support the alleged violations, in
24 conformity with California Labor Code § 2699.3(a).

25 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
26 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
27 appear in the above-captioned action (“Action”).

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1 6. The Aggrieved Employees covered under the Settlement consist of the following individuals:
2 All current and former hourly-paid or non-exempt employees employed by Defendant within the
3 State of California at any time during the PAGA Period (“Aggrieved Employees”).

4 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
5 negotiations. The Court further finds that the Parties have conducted extensive investigation and research,
6 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds
7 that the Settlement Agreement, at this time, will avoid additional substantial costs, as well as avoid the delay
8 and risks that would be presented by the further prosecution of the Action. In light of the risk that Plaintiff
9 will recover nothing on behalf of the LWDA and Aggrieved Employees, the Settlement Agreement is, in all
10 respects, reasonable and effectuates the purposes and objectives of the PAGA statute.

11 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
12 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
13 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
14 Amount shall be the Total Settlement Amount (\$500,000.00) less the approved Attorneys’ Fees and Costs
15 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
16 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
17 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
18 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
19 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

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

24 10. The Court approves the payment of \$200,000.00 to Lawyers *for* Justice, PC for attorneys’
25 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
26 with this Order and Judgment and the Settlement Agreement.

27 11. The Court approves the payment of \$15,446.02 to Lawyers *for* Justice, PC for reimbursement
28 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment in the amount of \$10,000.00 to Plaintiff Marie Ramos for her
2 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
3 in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Court approves payment up to the amount of \$7,000.00 to Simpluris, Inc. for the
5 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
6 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

9 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
10 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA
11 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
12 it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual
13 Settlement Share”).

14 16. No later than twenty-one (21) calendar days after the date of this Order and Judgment,
15 Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in
16 accordance with this Order and Judgment and the Settlement Agreement.

17 17. Within two (2) business days of the date on which the Court approves the Settlement
18 Agreement, Defendant will deposit Two Hundred Thousand Dollars and No Cents (\$200,000.00) of the
19 Total Settlement Amount into a qualified settlement account established by the PAGA Settlement
20 Administrator for administration of the Settlement (“First Installment”), in accordance with this Order and
21 Judgment and the Settlement Agreement.

22 18. No later than six (6) months after the funding of the First Installment, Defendant will make
23 a deposit of One Hundred Thousand Dollars and No Cents (\$100,000.00) of the Total Settlement Amount
24 into the qualified settlement account established by the PAGA Settlement Administrator (“Second
25 Installment”), in accordance with this Order and Judgment and the Settlement Agreement.

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1 19. No later than six (6) months after the funding of the Second Installment, Defendant will make
2 a deposit of One Hundred Thousand Dollars and No Cents (\$100,000.00) of the Total Settlement Amount
3 into the qualified settlement account established by the PAGA Settlement Administrator (“Third
4 Installment”), in accordance with this Order and Judgment and the Settlement Agreement.

5 20. No later than six (6) months after the funding of the Third Installment, Defendant will make
6 a deposit of One Hundred Thousand Dollars and No Cents (\$100,000.00) of the Total Settlement Amount
7 into the qualified settlement account established by the PAGA Settlement Administrator (“Fourth
8 Installment”), in accordance with this Order and Judgment and the Settlement Agreement.

9 21. No later than seven (7) calendar days after the PAGA Settlement Administrator receives the
10 Aggrieved Employees List and First Installment, the PAGA Settlement Administrator will distribute the
11 Individual Settlement Share checks to Aggrieved Employees and General Release Fee to Plaintiff, as
12 provided for by this Order and Judgment and the Settlement Agreement.

13 22. No later than seven (7) calendar days after the PAGA Settlement Administrator receives the
14 Second Installment, the PAGA Settlement Administrator will distribute the LWDA Payment to the LWDA,
15 as provided for by this Order and Judgment and the Settlement Agreement.

16 23. No later than seven (7) calendar days after the PAGA Settlement Administrator receives the
17 Fourth Installment, the PAGA Settlement Administrator will distribute the Attorneys’ Fees and Costs to
18 Plaintiff’s Counsel and Settlement Administration Costs to itself.

19 24. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
20 for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such
21 cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California Rural Legal
22 Assistance, Inc.

23 25. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
24 the entry of this Order and Judgment and full funding of the First Installment, Plaintiff, as a proxy for the
25 LWDA, the LWDA and the State of California with respect to Aggrieved Employees, will be deemed to
26 have knowingly and voluntarily released and forever discharged the Released Parties from the Released
27 Claims.

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1 26. “Released Parties” means Defendant, including Defendant's parent corporation, affiliates,
2 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees,
3 attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their
4 employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans
5 and programs.

6 27. “Released Claims” means any and all claims that were alleged or reasonably could have been
7 alleged, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et*
8 *seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations
9 in the Operative Complaint in the Action and the PAGA Notice, including but not limited to, for failure to
10 pay minimum, regular, and overtime wages (including, and not limited to, the failure to pay overtime at the
11 correct regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to
12 provide correct regular rate of pay for associated meal premiums, failure to provide compliant rest periods
13 and associated premiums, failure to provide correct regular rate of pay for associated rest premiums, failure
14 to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide
15 compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and
16 failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code
17 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800,
18 and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 2-2001, 4-
19 2001, and 5-2001.

20 28. “PAGA Period” means the period November 5, 2019 to July 1, 2022, subject to Section 3(b)
21 of the Settlement Agreement.

22 29. The Settlement Agreement is not an admission of liability by Defendant or any of the other
23 Released Parties, nor is this Order and Judgment a finding of the validity of any claims in the Action or of
24 any wrongdoing by Defendant or any of the other Released Parties.

25 30. Without affecting the finality of this Order and Judgment in any way, this Court hereby
26 retains continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement
27 Agreement and all orders and judgments entered in connection therewith.

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1 31. No individualized notice of this Order and Judgment is required to be provided to the
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
3 system established for the filing of notices and documents, in conformity with California Labor Code §
4 2699(1)(3).

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6 Date: _____

7 Honorable Kelly Berlingeri
8 Judge of the Ventura Superior Court
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EXHIBIT 1

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Marie Ramos v. Greenfield Care Center of Fillmore, LLC*, Ventura Superior Court Case No. 56-2021-00549583-CU-OE-VTA

Dear <<First Name>><<Last Name>>:

You are receiving this letter because of a lawsuit brought by Plaintiff Marie Ramos (“Plaintiff”) against Greenfield Care Center of Fillmore, LLC (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiff claims that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses.

Defendant denies Plaintiff’s claims and denies that it owes any penalties. To avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period November 5, 2019 to **[July 1, 2022 or sooner date pursuant to Section 3(b) of Settlement Agreement]** is the PAGA Period.

According to Defendant's records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement (“Individual Settlement Share”), which is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequence of such payment.

Enclosed is your settlement check. The settlement check shall remain valid for one hundred and eight days (180) days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to California Rural Legal Assistance, Inc.

Any questions regarding the settlement can be directed to the PAGA Settlement Administrator:

[PAGA Settlement Administrator’s Name]
[Address]
[Telephone]