TAYLOR LABOR LAW, P.C.
80 S. Lake Ave., Suite 860
Pasadena, California 91101
(626) 219-6008 (office)
(626) 219-6009 (fax)
CHRISTOPHER W. TAYLOR, STATE BAR NO. 236245
PARHAM BARKHORDAR, STATE BAR NO. 307393
TAYLOR H. WHITE, STATE BAR NO. 325548
PHILIP HORLACHER, STATE BAR NO., 318837

Attorneys for Plaintiff,
CHRISTINA FLORES

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO – JUSTICE CENTER

CHRISTINA FLORES, an individual,

Plaintiff,

vs.

OSO HOME CARE, INC., RANDY BOHART, and DOES 1 through 25, inclusive,

Defendants.

CASE NO. CIVSB211068

Assigned for All Purposes to the Hon. David Cohn, Complex Litigation Program, Dept. S-26

UNLIMITED JURISDICTION

[PROPOSED] ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, INCENTIVE PAYMENT, AND ADMINISTRATOR COSTS

Date; May 6, 2022
Time: 10:00 a.m.
Dept.: S-26

Complaint Filed: April 7, 2021

This matter comes before the Honorable David Cohn in Department S-26 of the above-entitled Court located at 247 W 3rd St, San Bernardino, CA 92415 on Plaintiff Christina Flores' ("Plaintiff") Motion for Approval of Private Attorneys General Act Settlement Agreement and Award of Attorney's Fees and Costs, incentive Payments, and Administrator Costs.

On March 17, 2022, Plaintiff and Defendant (together the "Parties") fully executed the Settlement Agreement and Release of Claims ("Settlement," "Settlement Agreement," or "Agreement").

The Court has reviewed and considered: (1) The Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement Agreement and Award of Attorneys' Fees and Costs, Incentive Payments, and Administrator Costs and Supplemental papers in support thereof; (2) the Declaration of Plaintiff's Counsel Parham Barkhordar; and (3) the Settlement Agreement.

Having duly considered the Parties' papers and oral argument, and good cause appearing.

IT IS HEREBY ORDERED AS FOLLOWS:

1. All capitalized terms used herein shall have the same meanings as defined in the Settlement Agreement.

2. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, but not limited to. Providing the Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

3. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(1) and that the LWDA has not sought to intervene or appear in the Action.

4. The aggrieved employees covered under the Settlement consist of the following individuals:

All current and former non-exempt nurses and pharmacists who worked at least one pay period for Defendant in California from January 13, 2020, through the date the Court enters an Order Granting Final Approval of the Settlement Agreement. ("PAGA Aggrieved Employees") ("PAGA Period").

5. The Court finds that the Parties reached the Settlement as a result of arms-length negotiations.

6. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("Net PAGA Fund"), and determines that the Net PAGA Fund is fair, just, reasonable, and adequate. The Court hereby approves the Net PAGA Fund Amount. The Net PAGA Fund Amount shall be the Gross Settlement Amount ($415,000) less the amount allocated to Plaintiff's individual claims ($65,000), the approved Attorneys' Fees and Costs ($116,666.67 + $5,500), incentive Payments ($5,000), and Administrator Costs ($3,000). Seventy-five percent (75%) of the Net PAGA Fund shall be distributed to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net PAGA Fund Amount shall be distributed to the PAGA Group Members in accordance with this Order and the Settlement Agreement.

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

8. The Court approves payment of $_____ ($116,667.67) for attorneys' fees fully awarded to Taylor Labor Law, P.C. The Settlement Administrator shall disburse the amount in accordance with this Order and the Settlement Agreement.

9. The Court approves the payment of $5,500 for reimbursement of litigation costs and expenses incurred in the Action fully awarded to Taylor Labor Law, P.C.

10. The Court approves the payment of $3,000.00 to Simpluris for Administrator Costs,

which the Settlement Administrator shall pay itself in accordance with this Order and the Settlement Agreement.

11. The Court approves payment in the amount of $5,000 to Plaintiff Christina Flores, as an incentive payment. The Settlement Administrator shall disburse this amount in accordance with this Order and the Settlement Agreement.

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

13. Defendant shall provide the Settlement Administrator with a list of the names, addresses and number of pay periods/paychecks issued to each of the PAGA Settlement Members during the PAGA Period, fourteen (14) days after the Court issues an Order approving the Settlement.

14. Payment of the Total Settlement Payment shall be made by Defendant thirty (30) days after the Effective Date.

15. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later, the Settlement Administrator shall pay to the LWDA an amount equivalent.

16. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court. A letter approved by the Parties will be included in the mailing of the Individual Payment to each PAGA Settlement Member to seventy-five percent (75%) of the PAGA Fund.

17. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later, the Settlement Administrator shall distribute the Plaintiff's Enhancement Award.

18. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully

funded, whichever is later, the Settlement Administrator shall distribute to the Plaintiff's Counsel the court-approved Plaintiff's Counsel Payment and approved litigation costs, either via wire transfer payment or check, as specified by Plaintiff's Counsel.

19. All settlement checks will remain valid and negotiable for 180 days from the date of their initial mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void. For any PAGA Settlement Member whose funds are undeliverable and/or who does not cash or negotiate her or his settlement check within 180 days, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, et. seq. in the name of the PAGA Group Member whose Settlement Share check is cancelled and in the respective amount of the cancelled check for the benefit of the PAGA Settlement Member(s).

20. Judgment shall be entered in this Action. The judgment shall bind each PAGA Group Member and the State of California to the Settlement and shall operate as a full release and discharge of the Released Claims against the Released Parties, as set forth in the Settlement Agreement. All rights to appeal the judgment have been waived. The judgment and this Order shall have *res judicata* effect.

21. The Court shall retain jurisdiction as to the implementation and enforcement of the terms of the Settlement Agreement.

22. Notice of this Order and judgment shall be given to the LWDA by submission through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

Date: _____

_____
Honorable David Cohn
Judge of the Superior Court