

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brittany Shaw (SBN 331773)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

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

Plaintiff,

vs.

SOLNUS FOUR, LLC, a California limited
liability company; SAN PABLO
HEALTHCARE & WELLNESS CENTER,
LLC, a California limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: MSC21-01062

Honorable Charles S. Treat
Department 12

**[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 (Brittany Shaw); Declaration of
Plaintiff (Marcus Mitchell)]

Date: TBD
Time: TBD
Department: 12

Complaint Filed: May 25, 2021
Trial Date: None Set

1 This matter has come before the Honorable Charles S. Treat in Department 12 of the Superior Court
2 of the State of California, for the County of Contra Costa, on TBD, at TBD, on Plaintiff Marcus Mitchell's
3 ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*)
4 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 Fisher Phillips appeared for Defendants Solnus Four, LLC and San Pablo Healthcare & Wellness Center,
7 LLC (hereinafter "Defendants").

8 On or around September 13, 2024, Plaintiff and Defendants (collectively, the "Parties") executed the
9 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement"
10 or "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Brittany Shaw and Plaintiff Marcus Mitchell, and (3) the Settlement
13 Agreement.

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

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

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

27 ///

1 5. The Aggrieved Employees who are covered under the Settlement consist of the following
2 individuals:

3 All current and former hourly-paid or non-exempt employees who worked for Defendants at
4 Defendants' Solnus Four, LLC and San Pablo Healthcare & Wellness Center, LLC locations in
the State of California during the PAGA Period ("Aggrieved Employees").

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 § 2699(l)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
9 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
10 Amount shall be the Total Settlement Amount (\$252,416.50) less the approved Attorneys' Fees and Costs
11 to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and Settlement
12 Administration Costs to Phoenix Settlement Administrator (the "PAGA Settlement Administrator").
13 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA
14 Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
15 Aggrieved Employees in accordance with this Order and Judgment and the Settlement Agreement.

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

20 9. The Court approves the payment of \$88,345.78 to Lawyers *for* Justice, PC for attorneys' fees.
21 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
22 Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$6,770.18 to Lawyers *for* Justice, PC for reimbursement
24 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
25 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

26 11. The Court approves payment in the amount of \$15,000.00 to Plaintiff Marcus Mitchell for
27 his General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
28 in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment up to the amount of \$7,500.00 to Phoenix Settlement Administrators for the Settlement Administration Costs. 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.

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

14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes their share of the twenty-five percent (25%) of the Net Settlement Amount to be distributed to the Aggrieved Employees (“Employee’s Portion”).

15. Within thirty (30) calendar days of the Court’s order granting approval of the Settlement, Defendants will transmit the Total Settlement Amount to a qualified settlement account established by the PAGA Settlement Administrator for administration of the Settlement.

16. No later than seven (7) calendar days of the Court’s order granting approval of the Settlement, Defendants will provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (“Aggrieved Employees List”), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; (v) and Compensable Pay Periods, in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than fourteen (14) calendar days after the PAGA Settlement Administrator has received the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the Court-approved Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees, transmit the LWDA Payment to the LWDA, transmit the General Release Fee to the Plaintiff, and transmit the Attorneys’ Fees and Costs to Plaintiff’s Counsel as provided for by this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) calendar days after the Settlement Administrator has received the PAGA Settlement Member List and Total Settlement Amount and disbursed the PAGA Settlement Package

1 to the Aggrieved Employees, the Settlement Administrator shall distribute payment to itself for the
2 Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement.

3 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
4 for ninety (90) calendar days, and thereafter, will be cancelled. Funds associated with such cancelled checks
5 will be transmitted by the Settlement Administrator to the California State Controller's Office Unclaimed
6 Property Division, in the name of the Aggrieved Employees(s) at issue and in the amount of his or her
7 respective Individual Settlement Share(s).

8 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
9 the Effective Date and full funding of the Total Settlement Amount, Plaintiff and the State of California with
10 respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever
11 discharged the Released Parties from the Released Claims.

12 21. "Released Parties" are Defendants, Rockport Healthcare Support Services, LLC, and
13 Rockport Administrative Services, LLC, including each of their parent corporations, affiliates, subsidiaries,
14 divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys,
15 officers, directors and agents thereof, both individually and in their business capacities, and their employee
16 benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and
17 programs.

18 22. "Released Claims" to the full extent permitted by law, of and from the Action and from any
19 and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section
20 2698, et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual
21 allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular,
22 and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide
23 compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to
24 timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to
25 maintain complete and accurate payroll records, and failure to reimburse necessary business-related
26 expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.7,
27 510, 512, 512(a), 551, 552, 558, 1174, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial
28 Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001, and 5-2001.

1 23. “PAGA Period” means the period March 18, 2020 to May 24, 2024.

2 24. No individualized notice of this Order and Judgment is required to be provided to the
3 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
4 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).
5

6 Date: _____

7 Honorable Charles S. Treat
8 Judge of the Contra Costa Superior Court
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

<<Mailing Date>>

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

Re: Settlement Payment from *Marcus Mitchell v. Solnus Four, LLC and San Pablo Healthcare & Wellness Center, LLC*, Contra Costa Superior Court Case No. C21-01062

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

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Marcus Mitchell v. Solnus Four, LLC and San Pablo Healthcare & Wellness Center, LLC*, Contra Costa Superior Court Case No. C21-01062 (“Action”).

The lawsuit was filed on May 25, 2021 by Marcus Mitchell (“Plaintiff”) against his former employers, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of 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. Prior to filing the lawsuit, on, March 18, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, thereby initiating LWDA Case Number LWDA-CM-826345-21 (the “PAGA Notice”).

Defendants deny all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendants Solnus Four, LLC and San Pablo Healthcare & Wellness Center, LLC (“Defendants”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the period [Insert PAGA Period] (“Aggrieved Employees”). The period [Insert PAGA Period] is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 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 consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants, Rockport Healthcare Support Services, LLC, and Rockport Administrative Services, LLC, including each of their parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check

will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].