

Page 1 of 2

www.courts.ca.gov

PLAINTIFF/PETITIONER: Tina Poe	CASE NUMBER:
DEFENDANT/RESPONDENT: Riverside PostAcute Care, LLC	CVRI2102901

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

** PLEASE SEE ATTACHED PROOF OF SERVICE **

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 20 2024

E. Escobedo

SM2

SEP 20 2024 R

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

CVRI

Case No.: ~~CVRI~~ 12102901

Honorable Harold W. Hopp
Department 1

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

Plaintiff,

vs.

RIVERSIDE POSTACUTE CARE, LLC, a
California Corporation; and DOES 1 through 100,
inclusive,

Defendants

~~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

Reservation ID: 615789232386
Date: September 16, 2024
Time: 8:30 a.m.
Department: 1

Complaint Filed: July 6, 2021
Trial Date: None Set

~~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

1 This matter has come before the Honorable Harold W. Hopp in Department 1 of the Superior Court
2 of the State of California, for the County of Riverside, on September 16, 2024 at 8:30 a.m., on Plaintiff Tina
3 Poe's ("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 De Castro Law Group, P.C. ("Defendant's Counsel") appeared for Defendant Riverside PostAcute Care,
7 LLC ("Defendant").

8 On or around May 6, 2024 Plaintiff and Defendant (together, the "Parties") entered into the Private
9 Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or
10 "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel (Joanna Ghosh), Plaintiff Tina Poe, and the Proposed PAGA Settlement
13 Administrator (Michael Moore), and (3) the Settlement 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 as 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 Defendant 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(1)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action ("Action").

27 5. The Settlement pertains to the following aggrieved employees:

28 All current and former hourly-paid or non-exempt employees who worked for Defendant in
the State of California during the PAGA Period ("Aggrieved Employees").

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

3 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
4 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
5 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
6 Amount shall consist of the Total Settlement Amount (\$330,000.00), less the approved Attorneys' Fees and
7 Costs to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and Settlement
8 Administration Costs to Phoenix Class Action Administration Solutions (the "PAGA Settlement
9 Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the
10 LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be
11 distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment
12 and the Settlement Agreement.

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

17 9. The Court approves the payment of \$132,000.00 to Lawyers *for* Justice, PC for reasonable
18 attorneys' fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in
19 accordance with this Order and Judgment and the Settlement Agreement.

20 10. The Court approves the payment of \$18,855.40 to Lawyers *for* Justice, PC for reimbursement
21 of reasonable litigation costs and expenses incurred in the Action. This amount shall be paid from the Total
22 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
23 Agreement.

24 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff Tina Poe for her General
25 Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in
26 accordance with this Order and Judgment and the Settlement Agreement.

27 12. The Court approves payment up to the amount of \$7,500.00 to Phoenix Class Action
28 Administration Solutions for the Settlement Administration Costs. This amount shall be paid from the Total

1 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
2 Agreement.

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

5 14. The Court further finds that notice of the Settlement is not required to be provided to the
6 Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as "EXHIBIT A,"
7 and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the
8 same time that it distributes payments to Aggrieved Employees for their share of the Employees' Portion
9 ("Individual Settlement Share(s)).

10 15. Within six (6) months of the date of this Order and Judgment, Defendant shall transmit one-
11 half (1/2) of the Total Settlement Amount (i.e., \$165,000.00) into a qualified settlement account established
12 by the PAGA Settlement Administrator for administration of the Settlement ("First Installment").

13 16. Within six (6) months of the First Installment, Defendant shall transmit the second half of
14 the Total Settlement Amount (i.e., \$165,000.00) into the same qualified settlement account established by
15 the PAGA Settlement Administrator for the First Installment ("Second Installment").

16 17. No later than thirty (30) calendar days after receipt by Defendant's Counsel of notice of entry
17 of this Order and Judgment, Defendant shall provide the PAGA Settlement Administrator with the
18 Aggrieved Employees List, in accordance with this Order and Judgment and the Settlement Agreement.

19 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives
20 the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall
21 distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to
22 Aggrieved Employees (together, the "PAGA Settlement Packages"), the General Release Fee to Plaintiff,
23 Attorneys' Fees and Costs to Plaintiff's Counsel, and payment to itself for the Settlement Administration
24 Costs (only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees"), as
25 provided for by this Order and Judgment and the Settlement Agreement.

26 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
27 and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with
28 canceled checks shall be transmitted by the PAGA Settlement Administrator to the California State

1 Controller's Office Unclaimed Property Division, in the name of the Aggrieved Employee(s) whose check(s)
2 are canceled, in the amount of their respective Individual Settlement Share(s).

3 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
4 entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the
5 rights and obligations created by the Settlement Agreement, Plaintiff and the State of California with respect
6 to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged
7 Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

8 21. "Released Parties" means Defendant and its officers, directors, employees and agents thereof,
9 both individually and in their business capacities, and their employee benefit plans and programs and the
10 trustees, administrators, fiduciaries and insurers of such plans and programs.

11 22. "Released Claims" means any and all claims, arising during the PAGA Period, with respect
12 to the employment of Plaintiff and Aggrieved Employees, for civil penalties under California Labor Code
13 section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the
14 factual allegations described in the PAGA Notice and only to the extent that they are alleged in the Operative
15 Complaint, including but not limited to, for failure to pay minimum, regular, overtime, and reporting time
16 wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest
17 periods and associated premiums, failure to timely pay wages during employment, failure to timely pay
18 wages upon termination of employment, failure to provide compliant and accurate wage statements, failure
19 to maintain complete and accurate payroll records, and failure to reimburse necessary business-related
20 expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
21 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission
22 Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

23 23. "PAGA Period" means the period October 29, 2019 to March 5, 2024.

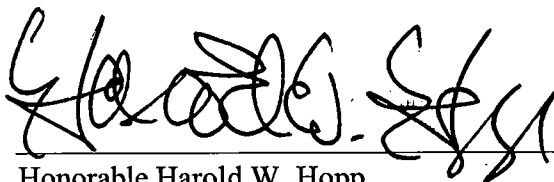
24 24. No individualized notice of this Order and Judgment is required to be provided to the
25 Aggrieved Employees. This Order and Judgment shall be submitted by Plaintiff's Counsel to the LWDA
26 through the online system established for the filing of notices and documents, in conformity with California
27 Labor Code § 2699(1)(3).

28 ///

1 25. A Final Accounting and Compliance Hearing is scheduled for March 20, ²⁰²⁶~~2025~~
2 at 8:30 (a.m.)/p.m. in Department 8 of the above-captioned Court and the final report regarding the
3 disbursement of the Individual Settlement Shares and uncashed funds shall be filed seven (7) court days in
4 advance of the hearing.

5
6 Date:

Sept. 20, 2024



Honorable Harold W. Hopp
Judge of the Riverside Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Tina Poe v. Riverside PostAcute Care, LLC*, Riverside Superior Court Case No. CVRI2102901

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 *Tina Poe v. Riverside PostAcute Care, LLC*, Riverside Superior Court Case No. CVRI2102901 ("Action").

The lawsuit was filed on July 6, 2021, by Tina Poe ("Plaintiff") against her former employer, on behalf of the State of California, with respect to herself 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 April 15, 2021], Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California 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 Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-829488-21 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant Riverside PostAcute Care, LLC ("Defendant").

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 Defendant in the State of California, including but not limited to all current and former hourly -paid or non-exempt employees who worked for Defendant in the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate during October 29, 2019 to March 5, 2024 ("Aggrieved Employees"). The period October 29, 2019 to March 5, 2024 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 Defendant 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 Defendant and its officers, directors, employees 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, with respect to the employment of Plaintiff and Aggrieved Employees, 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 described in the PAGA Notice and only to the extent that they are alleged in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, overtime, and reporting time 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 of employment, 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, 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, Defendant, Plaintiff, or any of the attorneys involved in the case 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].

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On September 27, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

José-Manuel A. de Castro (jmdecastro@decastrolawgroup.com)
David G. Larmore (dlarmore@decastrolawgroup.com)
Lori V. Minassian (lminassian@decastrolawgroup.com)
DE CASTRO LAW GROUP, P.C.
7590 N. Glenoaks Blvd., Suite 201
Los Angeles, California 91504

Attorneys for Defendant Riverside PostAcute Care, LLC

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 27, 2024, at Glendale, California.



Deven Launchbaugh

PROOF OF SERVICE