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FILED

MAR 12 2024

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO

BY _____ DEPUTY

6 Attorneys for Plaintiff Vanessa Pena-Leon in her Representative
capacity on behalf of herself and all other Aggrieved Employees

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12 capacity on behalf of herself and all other Aggrieved Employees

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FRESNO COUNTY SUPERIOR COURT

By: C. York, Deputy

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF FRESNO**
16

17 LORENA VIDAL and VANESSA PENA-
LEON, individually, and on behalf of other
18 aggrieved employees pursuant to the
19 California Private Attorneys General Act,

20 Plaintiff,

21 v.

22 THE CALIFORNIA HOME FOR THE
23 AGED, INC., a California corporation, doing
business as CALIFORNIA ARMENIAN
24 HOME & THE VINEYARDS and THE
CALIFORNIA ARMENIAN HOME; and
25 DOES 1 through 100,

26 Defendants.
27
28

Case No.: 21CECG02976

Assigned for all purposes to the
Hon. Jeffrey Y. Hamilton, Jr., Dept. 503

**REVISED [REDACTED] ORDER
GRANTING MOTION FOR APPROVAL
OF PAGA SETTLEMENT, AWARD OF
ATTORNEYS' FEES, ENHANCEMENT
AWARDS, AND REIMBURSEMENT OF
LITIGATION COSTS AND JUDGMENT
THEREON**

PAGA Settlement Approval Hearing

Date: March 5, 2024

Time: 3:30 p.m.

Dept.: 503

**REVISED [PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF
PAGA SETTLEMENT AND JUDGMENT THEREON**

1 Having considered the Revised Motion for Approval of Private Attorneys General Act
2 Settlement, Award of Attorneys' Fees, Enhancement Awards, and Reimbursement of Litigation
3 Costs ("Revised PAGA Approval Motion") filed by Plaintiffs Lorena Vidal and Vanessa Pena-Leon
4 ("Plaintiffs"), the parties' Joint Stipulation of PAGA Settlement and Release ("Settlement
5 Agreement"), attached as internal Exhibit 1 to the to Declaration of Jacob N. Whitehead in Support
6 of the PAGA Approval Motion, previously filed, and attached to the Appendix of Prior Submissions
7 in Support of the Revised Motion for PAGA Approval as Exhibit B, the Amendment to Joint
8 Stipulation of PAGA Settlement and Release ("Amended Settlement Agreement"), attached as
9 Exhibit 1 to Declaration of Jennifer L. Connor in Support of the Revised PAGA Approval Motion,
10 the arguments of counsel at the hearing thereon, and all other matters before the Court in this action,
11 and based thereon, the Court finding good cause;

12 **IT IS HEREBY ORDERED THAT:**

13 1. This Order and Judgment incorporates by reference the definitions of the Parties'
14 Settlement Agreement and Amended Settlement Agreement as though fully set forth herein, and all
15 capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement
16 and Amended Settlement Agreement.

17 2. The Settlement Agreement, along with the Amended Settlement Agreement,
18 represents a reasonable and adequate settlement of highly disputed claims and satisfies the purpose
19 of the Private Attorneys General Act of 2004 (Lab. Code, §§ 2698, *et seq.*) ("PAGA") to benefit the
20 public, and is thus hereby approved.

21 3. The allocation of the non-reversionary PAGA Settlement Amount of \$240,000.00
22 among those aggrieved employees constituting the PAGA Members, the State of California, the
23 Representative Plaintiffs, PAGA Counsel, and the Claims Administrator¹ is fair, just, reasonable,
24 adequate, and equitable to all concerned, and is approved to the extent required under Labor Code
25 section 2699, subdivision (l).

26
27 ¹ The term "Claims Administrator" is used here simply to align with the defined terms in the
28 Settlement Agreement; however, there is no claims process provided for in the Settlement
Agreement and this term refers merely to the Settlement Administrator.

1 4. The Court hereby identifies the aggrieved employees constituting PAGA Members
2 as: “All hourly-paid or non-exempt individuals employed by Defendant for at least one day during
3 the Relevant Period.” The Relevant Period is August 27, 2020 through June 9, 2023.

4 5. The Court appoints Plaintiffs Lorena Vidal and Vanessa Pena-Leon as Representative
5 Plaintiffs, and approves Enhancement Awards of \$1,000 to Lorena Vidal and \$2,500 to Vanessa
6 Pena Leon (for a total amount of \$3,500).

7 6. The Court appoints Whitehead Employment Law and CounselOne, PC as PAGA
8 Counsel, and approves a Fee Award of \$80,000 in attorneys’ fees for PAGA Counsel. Pursuant to
9 the disclosed and authorized fee-sharing agreement between PAGA Counsel, the award of attorneys’
10 fees to be paid to PAGA Counsel shall be split evenly at 50% each, in the amounts of \$40,000 to
11 Whitehead Employment Law and \$40,000 to CounselOne, PC.

12 7. The Court awards PAGA Counsel their actual litigation costs in the total amount of
13 \$10,844.59. Of those awarded costs, \$5,364.40 is awarded to Whitehead Employment Law, and
14 \$5,480.19 is awarded to CounselOne, PC.

15 8. The Court appoints CPT Group, Inc. as the Claims/Settlement Administrator.

16 9. The Court approves as to form and content the Amended Notice of Settlement of
17 PAGA Representative Action (“PAGA Payment Letter”)—a copy of which is attached hereto as
18 **Exhibit 1**—for mailing to PAGA Members, as set forth in the Settlement Agreement and Amended
19 Settlement Agreement.

20 10. Pursuant to the Settlement Agreement, the amount distributed as penalties under the
21 PAGA shall be \$240,000, less the attorneys’ fees and costs awarded to PAGA Counsel, enhancement
22 awards to the Representative Plaintiffs, and administration costs to the Claims/Settlement
23 Administrator. The amount remaining after these distributions, *e.g.*, the Net Settlement Amount,
24 shall be distributed as penalties. The LWDA shall receive 75% of the Net Settlement Amount, and
25 PAGA Members shall receive 25% of the Net Settlement Amount.

26 11. Upon entry of this Order and Judgment, the PAGA claims are released, as follows:

27 That Parties agree and acknowledge that, pursuant to the settlement, each PAGA
28 Member shall fully release and forever discharge Defendant and its past, present and
future subsidiaries, parents, affiliated and related companies, divisions, successors,

predecessors or assigns, and their past, present, and future officers, directors, shareholders, partners, agents, owners, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns (collectively, "Released Parties"), from all penalties under the PAGA, during the Relevant Period, for the following violations: (1) failure to pay wages (Cal. Labor Code §§ 200, 218, 218.5 & 1194); (2) failure to pay overtime wages (Cal. Labor Code §§ 218, 510 & 1194); (3) failure to provide complete and accurate wage statements (Cal. Labor Code §§ 226 & 1174); (4) failure to timely pay wages and failure to timely pay wages due upon separation or termination (Cal. Labor Code §§ 201-204); (5) failure to provide meal and rest breaks (Cal. Labor Code §§ 226.7, 512, and 1198); (6) failure to pay minimum wage (Cal. Labor Code §§ 1194, 1197, 1197.1); and (7) failure to reimburse work expenses (Cal. Labor Code §§ 2800, 2802) (the "Released Claims"). This release covers all such claims against any Released Party. Except for Representative Plaintiffs, the settlement shall not impact PAGA Members' ability to assert claims other than PAGA claims arising from alleged violations of the Labor Code during the Relevant Period.

12. Upon entry of this Order, the Parties shall effectuate all terms of the PAGA Settlement based on the provisions and timelines set forth in the Settlement Agreement.

13. Based on the administration timeline, plus 180 days to negotiate settlement checks, the reporting of compliance will be made at the final accounting hearing set for 10/1/25 at 3:30 a.m./p.m. in Department 503, with a declaration regarding distribution of all funds pursuant to the terms of the Settlement Agreement to be submitted nine (9) court days prior to the final accounting hearing.

14. This action is DISMISSED WITH PREJUDICE.

15. The Court shall retain jurisdiction pursuant to Code of Civil Procedure section 664.6 with respect to all matters related to the administration and consummation of the Settlement herein, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 3/12/24

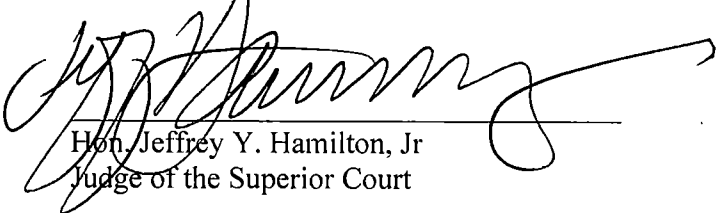

Hon. Jeffrey Y. Hamilton, Jr.
Judge of the Superior Court

EXHIBIT 1

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

Vidal and Pena-Leon, et al. v. The California Home for the Aged, Inc.

Superior Court for the State of California, County of Fresno, Case No. 21CECG02976

Aggrieved Employee

Address

Address

You are receiving this notice in connection with a Court-approved settlement in a lawsuit (“the Lawsuit”) brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”). The representative plaintiffs in the lawsuit are Lorena Vidal and Vanessa Pena-Leon (“Representative Plaintiffs”) and the defendant is The California Home for the Aged, Inc. d/b/a California Armenian Home (“Defendant”). The Lawsuit seeks civil penalties for purported violations of the California Labor Code on behalf of all current and former hourly-paid or non-exempt individuals employed by Defendant for at least one day during the Relevant Period (August 27, 2020 through June 09, 2023) (“PAGA Members”). The PAGA statute provides that 75% of any recovery be paid to the State of California and 25% of any recovery be paid to the “aggrieved employee” group, which in this case is the group of PAGA Members.

Civil penalties under the PAGA in this Lawsuit are predicated on Defendant’s alleged: (1) failure to pay wages for all hours worked; (2) failure to pay overtime compensation; (3) failure to maintain and provide accurate itemized wage statements; (4) failure to timely pay wages during employment and upon separation; (5) failure to provide meal periods and to permit rest breaks; (6) failure to pay minimum wages; and (7) failure to reimburse business expenses. Defendant denies all claims and allegations in the Lawsuit, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Lawsuit, Defendant has settled the Lawsuit. By settling the Lawsuit, Defendant is not admitting that it has done anything wrong.

Pursuant to the settlement, each PAGA Member shall fully release and forever discharge Defendant and its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns, and their past, present, and future officers, directors, shareholders, partners, agents, owners, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns (collectively, “Released Parties”), from all penalties under the PAGA, during the Relevant Period, for the following violations: (1) failure to pay wages (Cal. Labor Code §§ 200, 218, 218.5 & 1194); (2) failure to pay overtime wages (Cal. Labor Code §§ 218, 510 & 1194); (3) failure to provide complete and accurate wage statements (Cal. Labor Code §§ 226 & 1174); (4) failure to timely pay wages and failure to timely pay wages due upon separation or termination (Cal. Labor Code §§ 201-204); (5) failure to provide meal and rest breaks (Cal. Labor Code §§ 226.7, 512, and 1198); (6) failure to pay minimum wage (Cal. Labor Code §§ 1194, 1197, 1197.1); and (7) failure to reimburse work expenses (Cal. Labor Code §§ 2800, 2802) (the “Released Claims”). This release covers all such claims against any Released Party. Except for Representative Plaintiffs, the settlement shall not impact PAGA Members’ ability to assert claims other than PAGA claims arising from alleged violations of the Labor Code during the Relevant Period.

By an Order dated [Approval Date], the Superior Court approved the settlement of the PAGA Action. By approving the settlement, the Court did not decide in favor of either Plaintiffs or Defendant.

According to Defendant’s records, you are a PAGA Member and therefore entitled to a share of the settlement (“Individual PAGA Member Payment”) based upon the Court approved allocation. Enclosed with this Notice is your check representing your Individual PAGA Member Payment. The settlement check shall remain valid for 180 days.

Please Note: One hundred percent (100%) of your Individual PAGA Member Payment under this settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Member Payment. Neither Plaintiffs nor Defendant has made any representations or warranties regarding the taxation of your Individual PAGA Member Payment. Nothing in this notice shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR AT:

[SETTLEMENT ADMINISTRATOR ADDRESS]

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 9301 Wilshire Boulevard, Suite 650,
Beverly Hills, CA 90210.

5 On March 6, 2024, I caused to be served the following document(s) to the address(es)
6 and by the method of service described below:

7 **REVISED [PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF PAGA
8 SETTLEMENT, AWARD OF ATTORNEYS' FEES, ENHANCEMENT AWARDS, AND
9 REIMBURSEMENT OF LITIGATION COSTS AND JUDGMENT THEREON**

10 Lonnie D. Giamela
11 Danielle S. Zobel
12 **FISHER & PHILLIPS LLP**
13 444 South Flower St., Ste. 1500
14 Los Angeles, CA 90071
15 Email: lgiamela@fisherphillips.com
16 Email: dzobel@fisherphillips.com

17 *Attorneys for Defendant*

18 [X] (BY E-SERVICE) I delivered to LEGAL DOCUMENT SERVER, an e-filing and
19 e-service provider with the Superior Court of California for the County of Fresno,
20 the above-described document(s), to be filed and electronically served through the
21 Superior Court's e-filing system on the above registered participants on this date.

22 I declare under penalty of perjury that the above is true and correct.

23 Executed on March 6, 2024 at Beverly Hills, California.

24 
25 Anthony J. Orshansky