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

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

Plaintiff,

vs.

HUGHSON SAMARITAN VILLAGE, a
California corporation; SAMARITAN VILLAGE,
an unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No. CV-21-003611

Honorable John R. Mayne
Department 21

**[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 (Kristal Lopez) filed
concurrently herewith]

Date: November 17, 2022
Time: 8:30 a.m.
Department: 21

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

1 This matter has come before the Honorable John R. Mayne in Department 21 of the Superior Court
2 of the State of California, for the County of Stanislaus, on November 17, 2022 at 8:30 a.m., on Plaintiff
3 Kristal Lopez’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code §
4 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and
5 Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared
6 for Plaintiff and Littler Mendelson, P.C. appeared for Defendants Hughson Samaritan Village and Samaritan
7 Village (together, “Defendants”).

8 On or around October 6, 2022, Plaintiff and Defendants (together, the “Parties”) executed the Private
9 Attorneys General Act Settlement Agreement and Release and, on October 18, 2022, the Parties executed
10 Amendment No. 1 to Private Attorneys General Act Settlement Agreement and Release (together,
11 (“Settlement,” “Settlement Agreement,” or “Agreement”).

12 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
13 Declarations of Plaintiff’s Counsel Edwin Aiwasian and Plaintiff Kristal Lopez, and (3) the Settlement
14 Agreement.

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

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

- 17 1. The Motion for Approval of Settlement is granted.
- 18 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 19 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
20 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
21 the California Labor and Workforce Development Agency (“LWDA”) and Defendants with notice of the
22 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
23 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
24 2699.3(a).
- 25 4. 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 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:
2 All current and former hourly-paid or non-exempt individuals employed by either of the
3 Defendants within the State of California at any time during the PAGA Period (“Aggrieved
4 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 (\$725,000.00) 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 Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
13 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
14 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
15 (“Employees’ Portion”) 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 PAGA 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 \$290,000.00 to Lawyers *for* Justice, PC for attorneys’
21 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
22 with this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$12,000.00 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 \$7,500.00 to Plaintiff Kristal Lopez for her
27 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.

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

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

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

10 15. Within thirty (30) calendar days of the Effective Date, Defendants shall deposit the Total
11 Settlement Amount into a qualified settlement account established by the PAGA Settlement Administrator
12 for administration of the Settlement.

13 16. No later than fourteen (14) calendar days after the date of this Order and Judgment,
14 Defendants will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in
15 accordance with this Order and Judgment and the Settlement Agreement. The Settlement Administrator
16 shall distribute the Individual Settlement Share checks to Aggrieved Employees, LWDA Payment to the
17 LWDA, General Release Fee to Plaintiff, Attorneys’ Fees and Costs to Plaintiff’s Counsel, and payment to
18 itself for the Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement
19 Agreement, no later than seven (7) calendar days after receipt of the Total Settlement Amount.

20 17. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
21 and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds
22 associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the
23 State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue
24 and in the amount of his or her respective Individual Settlement Share(s).

25 18. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
26 the entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiff and the State
27 of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily
28 released and forever discharged the Released Parties from the Released Claims.

1 19. “Released Parties” means Defendants, including Defendants’ 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 20. “Released Claims” means any and all claims, arising during the PAGA Period, for civil
7 penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and
8 costs available under PAGA, base on the factual allegations in the Operative Complaint and the PAGA
9 Notice, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide
10 compliant meal periods and associated premiums, failure to provide compliant rest periods and associated
11 premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination,
12 failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll
13 records, failure to reimburse necessary business-related expenses and costs, and for violations of California
14 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1,
15 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders
16 4-2001 and 5-2001.

17 21. “PAGA Period” means the period May 6, 2020 to the date that the Court approves the
18 Settlement.

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

22
23 Date: _____

Honorable John R. Mayne
Judge of the Stanislaus Superior Court

EXHIBIT 1

<<Mailing Date>>

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

Re: Settlement Payment from *Kristal Lopez v. Hughson Samaritan Village, et al.*, Stanislaus Superior Court Case No. CV-21-003611

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 *Kristal Lopez v. Hughson Samaritan Village, et al.*, Stanislaus Superior Court Case No. CV-21-003611 ("Action").

The lawsuit was filed on July 12, 2021 by Kristal Lopez ("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 § 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 May 6, 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 Defendants' 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-831519-21 (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 Hughson Samaritan Village and Samaritan Village (together, "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 individuals employed by either of the Defendants within the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period May 6, 2020 to <<the date that the Court approves the Settlement>> 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 either of the 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 and the full funding of the Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendants, including Defendants' parent corporation, 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 and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime, 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, failure to reimburse necessary business-related expenses and costs, and for 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 Order 4-2001 and 5-2001.

COVER LETTER

The enclosed check is valid for 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 cancelled, and the funds associated with the cancelled 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].