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12 *Attorneys for Plaintiff Cheryl Ellison*

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

11/03/2022 at 05:31:13 PM

Clerk of the Superior Court
By Taylor Crandall, Deputy Clerk

FILED
Clerk of the Superior Court

JAN 13 2023

By: M. Abosamra, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

11 CHERYL ELLISON, individually, and on behalf
12 of all others similarly situated,

13 Plaintiff,

14 vs.

15 GRANITE HILLS HEALTHCARE &
16 WELLNESS CENTRE, LLC, a limited liability
17 company; B-SAN DIEGO, LLC, a limited
18 liability company dba BRIGHTON PLACE SAN
19 DIEGO; and DOES 1 through 10, inclusive,

20 Defendants

Case No.: 37-2021-00032864-CU-OE-CTL

[Hon. James A Mangione Dept. C-75]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
AND RELEASE OF PAGA CLAIMS
PURSUANT TO LABOR CODE SECTION
2698 ET SEQ.**

*Filed with Notice and Motion to Approve
Settlement, and Declaration of Kane Moon*

Date: January 13, 2023

Time: 9:00 a.m.

Dept.: C-75

Complaint filed: August 2, 2021

Trial date: Not set

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1 Neither this Order, the Settlement, nor any document referred to herein, nor any action taken
2 to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
3 concession, or liability whatsoever by or against Defendants.

4 6. Defendants shall pay the PAGA Members, Plaintiff's Counsel, the Labor and
5 Workforce Development Agency ("LWDA"), and the Settlement Administrator pursuant to
6 the terms of the Settlement:

- 7 a. Actual administration costs of up to \$9,900.00, payable to the Settlement
8 Administrator ILYM Group, Inc. for administration of the Settlement;
9 b. Attorneys' fees to Plaintiff's Counsel in the amount of \$45,500.00 (35%);
10 c. Reimbursement for actual costs incurred by Plaintiff's Counsel of \$13,500.41;
11 and
12 d. Payment to Plaintiff in the amount of \$7,500.00, in exchange for a general
13 release pursuant to the terms of the Settlement

14 7. The remaining amount to the PAGA Fund, which shall be allocated as set
15 forth in Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25%
16 to the PAGA Members on a pro-rata basis. Aggrieved Employees shall have 180 calendar
17 days after the date the PAGA Packet is mailed to them to cash their settlement payment
18 checks. If any Aggrieved Employee's check is not cashed within that period, the settlement
19 payment check will be voided and a stop-payment will be issued. Neither Defendants,
20 Defendant's counsel, Plaintiff, nor PAGA Counsel will have any liability for lost or stolen
21 settlement payment checks, forged signatures on settlement payment checks, unauthorized
22 negotiation of settlement payment checks or failure to timely cash a settlement payment
23 check within the 180-day period. After 180 days from the date of their mailing by the
24 Settlement Administrator, any uncashed checks will be void and escheat to the California
25 State Controller's Office in the name of the Class Member who did not cash his or her
26 check.

1 8. "Effective Date" means the date the Court enters an order approving this
2 Agreement.

3 9. Subject to Court approval of the Settlement, payment shall be made to the
4 administrator within 14 days of Court approval (assuming that the LWDA has not
5 intervened or indicated in anyway that it intends to intervene in the settlement). If the
6 LWDA has intervened, or indicated that it may intervene, payment will be due 14 days
7 after any such intervention is resolved, or the LWDA indicates that it is no longer going to
8 intervene in the Action.

9 10. Within 50 days after the Effective Date, the Settlement Administrator shall
10 issue payment to the Aggrieved Employees. Payment to the LWDA and Class Counsel shall
11 be made within 30 days after payment is sent to the administrator.

12 11. The Court hereby confirms Kane Moon, Allen Feghali, and Edwin Kamarzarian
13 of Moon & Yang, APC as PAGA Counsel.

14 12. The Court finds that the fees requested by Plaintiff's Counsel of \$45,500.00
15 (35%) of the total settlement amount is reasonable, and the costs requested of \$13,500.41 were
16 reasonable and necessary for the prosecution of this action. The Court hereby awards
17 attorney's fees in the amount of \$45,500.00 and costs ^{in the amount of \$13,500.41} ~~in an amount not to exceed \$18,000.00~~
18 to Plaintiff's Counsel ~~for their costs~~. The payment of fees and costs to Plaintiff's Counsel
19 shall be made in accordance with the terms of the Settlement.

20 13. The Court approves of the proposed letter attached to the Settlement as Exhibit
21 A to be sent to PAGA Members along with their respective settlement check.

22 14. This action is dismissed with prejudice.

23 15. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within
24 thirty calendar days after entry of the Order and Judgment.

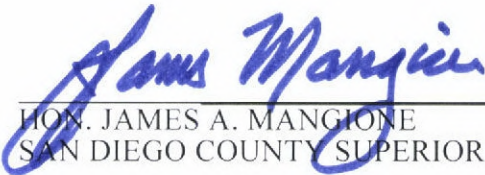
25 16. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this
26 action, the Parties, and the PAGA Settlement Members to the fullest extent necessary to
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1 interpret, enforce, and effectuate the terms and intent of the Settlement and this Order and
2 Judgment.

3 17. The Court sets a status conference re: final accounting for June 16, 2023 at 9:45am, 2023. At
4 least nine court days prior to the hearing, Plaintiff shall submit a final report including the
5 actual amounts paid to aggrieved employees, the other amounts distributed under the
6 settlement, and the amounts tendered to the Unclaimed Property Division.

7
8 **IT IS SO ORDERED.**

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11 DATED: 1.13.23



HON. JAMES A. MANGIONE
SAN DIEGO COUNTY SUPERIOR COURT