

PLAINTIFF/PETITIONER: Sarah Cables	CASE NUMBER:
DEFENDANT/RESPONDENT: Lightbridge Hospice, LLC	37-2021-00041128-CU-OE-CTL

**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 A

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
9/9/2024 9:42:17 AM

Clerk of the Superior Court
By J. Siharath ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

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

Plaintiff,

vs.

LIGHTBRIDGE HOSPICE, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 37-2021-00041128-CU-OE-CTL

Honorable Loren G. Freestone
Department C-64

**~~[REVISED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, *ET SEQ.*)
SETTLEMENT AGREEMENT AND AWARD
OF PAGA COUNSEL FEES PAYMENT, PAGA
COUNSEL LITIGATION EXPENSES
PAYMENT, SERVICE AWARD, AND
ADMINISTRATION EXPENSES PAYMENT**

Date: August 9, 2024
Time: 10:30 a.m.
Department: C-64

Complaint Filed: September 27, 2021
Trial Date: None Set

1 This matter came on for hearing before the Honorable Loren G. Freestone in Department C-64 of
2 the Superior Court of the State of California, for the County of San Diego (the “Court”), on August 9, 2024
3 at 10:30 a.m., on Plaintiff Sarah Cables’ (“Plaintiff”) Motion for Approval of Private Attorneys General Act
4 (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of PAGA Counsel Fees Payment,
5 PAGA Counsel Litigation Expenses Payment, Service Award, and Administration Expenses Payment
6 (“Motion for Approval of Settlement”). Joanna Ghosh and Matthew Richard Soto of Lawyers *for* Justice,
7 PC appeared for Plaintiff and Cameron O. Flynn of Ogletree, Deakins, Nash, Smoak & Steward, P.C.
8 appeared for Defendant LightBridge Hospice, LLC (“Defendant” or “LBH”).

9 On or around August 23, 2023, Plaintiff and Defendant (together, the “Parties”) executed the Joint
10 Stipulation of PAGA Action Settlement (“Settlement,” “Settlement Agreement,” or “Agreement”).

11 On March 25, 2024, Plaintiff filed the Motion for Approval of Settlement and papers in support
12 thereof, and noticed the motion for hearing on August 9, 2024, at 10:30 a.m.

13 On August 8, 2024, the Honorable Loren G. Freestone issued a tentative ruling on the Motion for
14 Approval of Settlement, which the Parties did not dispute and submitted on, and which was adopted by the
15 Court by way of a Minute Order issued on August 9, 2024 (“August 9, 2024 Ruling on Motion for Approval
16 of Settlement”). The August 9, 2024 Ruling on Motion for Approval of Settlement granted Plaintiff’s
17 Motion for Approval of Settlement and included instructions to Plaintiff to prepare and submit a revised
18 proposed order.

19 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
20 Declarations of PAGA Counsel Joanna Ghosh and Plaintiff Sarah Cables, and (3) the Settlement Agreement.

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

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

- 23 1. The Motion for Approval of Settlement is granted.
- 24 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 25 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
26 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
27 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
28 specific provisions of the California Labor Code alleged to have been violated, including, and not limited

1 to, the facts and theories to support the alleged violations, in conformity with California Labor Code
2 § 2699.3(a).

3 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
4 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
5 appear in the above-captioned action (“Action”).

6 5. The PAGA Members covered under the Settlement consist of the following individuals:
7 All current and former non-exempt employees employed by LBH in California during the PAGA
8 Period (“PAGA Members” or “Aggrieved Employees”).

9 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
10 negotiations.

11 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
12 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
13 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
14 Amount shall be the Gross Settlement Amount (\$125,000.00) less the approved PAGA Counsel Fees
15 Payment and PAGA Counsel Litigation Expenses Payment to Lawyers *for* Justice, PC (“PAGA Counsel”),
16 Service Award to Plaintiff, and Administration Expenses Payment to Atticus Administration LLC (the
17 “Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the
18 LWDA (“LWDA PAGA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be
19 distributed to the PAGA Members (“Employees’ Portion”) in accordance with this Order and Judgment and
20 the Settlement Agreement.

21 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
22 finds the following amounts are fair, just, reasonable, and adequate. The Court hereby directs the
23 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
24 with, this Order and Judgment and the Settlement Agreement.

25 9. The Court approves the payment of \$41,625.00 to Lawyers *for* Justice, PC for attorneys’ fees.
26 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this
27 Order and Judgment and the Settlement Agreement.

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1 10. The Court approves the payment of \$1,811.24 to Lawyers *for* Justice, PC for reimbursement
2 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
3 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 11. The Court approves payment in the amount of \$5,000.00 to Plaintiff Sarah Cables for her
5 Service Award. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in
6 accordance with this Order and Judgment and the Settlement Agreement.

7 12. The Court approves payment up to the amount of \$4,000.00 to Atticus Administration LLC
8 for the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount
9 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

12 14. The Court further finds that notice of the Settlement need not be provided to the PAGA
13 Members; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the
14 Administrator shall distribute the Cover Letter to the PAGA Members at the same time that it distributes
15 payments to PAGA Members for their share of the Employees’ Portion (i.e., Individual PAGA Payments).

16 15. No later than fifteen (15) calendar days after the date of this Order and Judgment, Defendant
17 will provide the Administrator with the PAGA Member Data, in accordance with this Order and Judgment
18 and the Settlement Agreement.

19 16. Defendant shall deposit the Gross Settlement Amount of \$125,000 into a qualified settlement
20 account established (“QSA”), by the Administrator for administration of the Settlement, according to the
21 following installment payment schedule: thirty (30) calendar days after the Court approves the Settlement,
22 Defendant shall deposit \$42,000 into the QSA (“Payment 1”); six (6) months after Payment 1, Defendant
23 shall deposit \$42,000.00 into the QSA (“Payment 2”); and six (6) months after Payment 2, Defendant shall
24 deposit \$41,000.00 into the QSA (“Payment 3”), in accordance with this Order and Judgment and the
25 Settlement Agreement.

26 17. No later than fourteen (14) calendar days after the Administrator has received the PAGA
27 Member Data and Defendant has fully funded the Gross Settlement Amount (i.e., after Payment 3), the
28 Administrator shall distribute the LWDA PAGA Payment to the LWDA, Individual PAGA Payment checks

1 to PAGA Members, the Service Award to Plaintiff, the Administration Expenses Payment to itself (only
2 after the PAGA Settlement Packages have been mailed to all PAGA Members), and the PAGA Counsel
3 Fees Payment and the PAGA Counsel Litigation Expenses Payment to PAGA Counsel, as provided for by
4 this Order and Judgment and the Settlement Agreement.

5 18. The Individual PAGA Payment checks issued to PAGA Members shall remain valid and
6 negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with such
7 canceled checks shall be transmitted by the Administrator to the California State Controller's Office
8 Unclaimed Property Division, in the name of the PAGA Member whose check is canceled and in the amount
9 of their respective Individual PAGA Payment(s).

10 19. PAGA Members shall not have the right to opt out of or object to the Settlement. Upon the
11 entry of this Order and Judgment and full funding of the Gross Settlement Amount, Plaintiff and the State
12 of California with respect to PAGA Members, will be deemed to have knowingly and voluntarily released
13 and forever discharged the Released Parties from the Released Claims.

14 20. "Released Parties" means Defendant and its insurers, brands, concepts, parents, affiliates,
15 subsidiaries, successors, assigns, and any individual or entity that could be jointly liable for Defendant.

16 21. "Released PAGA Claims" means any and all claims, arising during the PAGA Period, for
17 civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees,
18 and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but
19 not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide complaint meal
20 periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure
21 to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide
22 complaint and accurate wage statements, failure to maintain complete and accurate payroll records, and
23 failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code
24 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198,
25 2800, 2810.5 and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders
26 4-2001, 5-2001.

27 22. "PAGA Period" means the period from July 23, 2020 to May 1, 2023.

28 ///

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

Date: 9/9/2024


Honorable Loren G. Freestone
Judge of the San Diego Superior Court

EXHIBIT 1

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from **[Insert Action]**, **[Insert County]** Superior Court Case No. **[Insert Case No.]**

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 *Sarah Cables v. LightBridge Hospice, LLC*, San Diego Superior Court Case No. 37-2021-00041128-CU-OE-CTL (“Action”).

The lawsuit was filed on September 27, 2021 by Sarah Cables (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged PAGA Members, 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 July 23, 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, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2810.5 and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, thereby initiating LWDA Case Number LWDA-CM-839022-21 (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 LightBridge Hospice, 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 employed by Defendant in the State of California during the period July 23, 2020 to May 1, 2023 (“PAGA Members”). The period July 23, 2020 to May 1, 2023 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as a PAGA Member. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment 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 insurers, brands, concepts, parents, affiliates, subsidiaries, successors, assigns, and any individual or entity that could be jointly liable for Defendant.

“Released PAGA 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, 2810.5 and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 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, or Defendant’s 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]**.

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
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 SAN DIEGO**

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

Plaintiff,

vs.

LIGHTBRIDGE HOSPICE, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2021-00041128-CU-OE-CTL

Honorable Loren G. Freestone
Department C-64

PROOF OF SERVICE

Complaint Filed: September 27, 2021
Trial Date: None Set

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 October 1, 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:

Christopher W. Olmsted

christopher.olmsted@ogletreedeakins.com

Tim L. Johnson

tim.johnson@ogletreedeakins.com

Cameron O. Flynn

cameron.flynn@ogletreedeakins.com

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

4660 La Jolla Village Drive, Suite 900

San Diego, California 92122

Attorney for Defendant

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses 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 October 1, 2024, at Glendale, California.


Deven Launchbaugh