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**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

**[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**

[Notice of Motion and Motion for 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; Declaration of
Plaintiff's Counsel (Joanna Ghosh); and Declaration
of Plaintiff (Sarah Cables) filed concurrently
herewith]

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

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

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

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

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

12 Having duly considered the Parties' papers and oral argument, and good cause appearing,

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

14 1. The Motion for Approval of Settlement is granted.
15 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
16 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
17 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
18 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
19 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
20 to, the facts and theories to support the alleged violations, in conformity with California Labor Code
21 § 2699.3(a).

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

25 5. The PAGA Members covered under the Settlement consist of the following individuals:

26 All current and former non-exempt employees employed by LBH in California during the PAGA
27 Period ("PAGA Members" or "Aggrieved Employees").

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

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

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

15 9. The Court approves the payment of \$50,000.00 to Lawyers *for* Justice, PC for attorneys’ fees.
16 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this
17 Order and Judgment and the Settlement Agreement.

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

21 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff Sarah Cables for her
22 Service Award. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in
23 accordance with this Order and Judgment and the Settlement Agreement.

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

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

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

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

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

15 17. No later than fourteen (14) calendar days after the Administrator has received the PAGA
16 Member Data and Defendant has fully funded the Gross Settlement Amount (i.e., after Payment 3), the
17 Administrator shall distribute the LWDA PAGA Payment to the LWDA, Individual PAGA Payment checks
18 to PAGA Members, the Service Award to Plaintiff, the Administration Expenses Payment to itself (only
19 after the PAGA Settlement Packages have been mailed to all PAGA Members), and the PAGA Counsel
20 Fees Payment and the PAGA Counsel Litigation Expenses Payment to PAGA Counsel, as provided for by
21 this Order and Judgment and the Settlement Agreement.

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

27 19. PAGA Members shall not have the right to opt out of or object to the Settlement. Upon the
28 entry of this Order and Judgment and full funding of the Gross Settlement Amount, Plaintiff and the State

1 of California with respect to PAGA Members, will be deemed to have knowingly and voluntarily released
2 and forever discharged the Released Parties from the Released Claims.

3 20. “Released Parties” means Defendant and its insurers, brands, concepts, parents, affiliates,
4 subsidiaries, successors, assigns, and any individual or entity that could be jointly liable for Defendant.

5 21. “Released PAGA Claims” means any and all claims, arising during the PAGA Period, for
6 civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees,
7 and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but
8 not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide complaint meal
9 periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure
10 to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide
11 complaint and accurate wage statements, failure to maintain complete and accurate payroll records, and
12 failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code
13 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198,
14 2800, 2810.5 and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders
15 4-2001, 5-2001.

16 22. “PAGA Period” means the period from July 23, 2020 to May 1, 2023.

17 23. No individualized notice of this Order and Judgment is required to be provided to the PAGA
18 Members. This Order and Judgment shall be submitted to the LWDA through the online system established
19 for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).
20

21 Date: _____

22 Honorable Loren G. Freestone
23 Judge of the San Diego Superior Court
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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]**.