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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

ROCKPORT HEALTHCARE SUPPORT
SERVICES, LLC, a California limited
liability company; ROCKPORT
ADMINISTRATIVE SERVICES, LLC, a
California limited liability company;
ORANGE HEALTHCARE & WELLNESS
CENTRE, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV34712

Honorable Kevin C. Brazile
Department 20

**[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 (Brittany Shaw); Declaration of
Plaintiff (Jennifer Horta)]

Reservation ID: 944797032379
Date: December 6, 2024
Time: 8:30 a.m.
Department: 20

Complaint Filed: September 20, 2021
Trial Date: None Set

1 This matter has come before the Honorable Kevin C. Brazile in Department 20 of the Superior Court
2 of the State of California, for the County of Los Angeles, on December 6, 2024, at 8:30 a.m., on Plaintiff
3 Jennifer Horta (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698,
4 *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 Fisher Phillips appeared for Defendants Rockport Healthcare Support Servies, LLC,
7 Rockport Administrative Services, LLC, and Orange Healthcare & Wellness Centre, LLC (hereinafter
8 “Defendants”).

9 On or around September 24, 2024, Plaintiff and Defendants (collectively, the “Parties”) executed the
10 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement”
11 or “Agreement”).

12 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
13 Declarations of Plaintiff’s Counsel Brittany Shaw and Plaintiff Jennifer Horta, 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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3 5. The Aggrieved Employees who are covered under the Settlement consist of the following
4 individuals:

5 All current and former hourly-paid or non-exempt employees who worked for Defendants at
6 Defendants' Orange Healthcare & Wellness Centre, LLC location in the State of California
7 during the PAGA Period ("Aggrieved Employees").

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

10 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
11 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
12 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
13 Amount shall be the Total Settlement Amount (\$297,045.00) less the approved Attorneys' Fees and Costs
14 to Lawyers *for Justice*, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and Settlement
15 Administration Costs to Phoenix Settlement Administrator (the "PAGA Settlement Administrator").
16 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA
17 Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
18 Aggrieved Employees in accordance with this Order and Judgment and the Settlement Agreement.

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

23 9. The Court approves the payment of \$103,965.75 to Lawyers *for Justice*, PC for attorneys'
24 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
25 with this Order and Judgment and the Settlement Agreement.

26 10. The Court approves the payment of \$3,206.87 to Lawyers *for Justice*, PC for reimbursement
27 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
28 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 11. The Court approves payment in the amount of \$15,000.00 to Plaintiff Jennifer Horta for her
2 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
3 in accordance with this Order and Judgment and the Settlement Agreement.

4 12. The Court approves payment up to the amount of \$7,500.00 to Phoenix Settlement
5 Administrators for the Settlement Administration Costs. This amount shall be paid from the Total
6 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
7 Agreement.

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

10 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
11 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA
12 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
13 it distributes their share of the twenty-five percent (25%) of the Net Settlement Amount to be distributed to
14 the Aggrieved Employees (“Employee’s Portion”).

15 15. Within thirty (30) calendar days of the Court’s order granting approval of the Settlement,
16 Defendants will transmit the Total Settlement Amount to a qualified settlement account established by the
17 PAGA Settlement Administrator for administration of the Settlement.

18 16. No later than seven (7) calendar days of the Court’s order granting approval of the Settlement,
19 Defendants will provide the PAGA Settlement Administrator with a list of all Aggrieved Employees
20 (“Aggrieved Employees List”), containing the following information for each Aggrieved Employee: (i) first
21 and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; (v)
22 and Compensable Pay Periods, in accordance with this Order and Judgment and the Settlement Agreement.

23 17. No later than fourteen (14) calendar days after the PAGA Settlement Administrator has
24 received the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator
25 shall mail the Court-approved Cover Letter and Individual Settlement Share checks (together, the “PAGA
26 Settlement Package”) to all Aggrieved Employees, transmit the LWDA Payment to the LWDA, transmit the
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General Release Fee to the Plaintiff, and transmit the Attorneys' Fees and Costs to Plaintiff's Counsel as provided for by this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) calendar days after the Settlement Administrator has received the PAGA Settlement Member List and Total Settlement Amount and disbursed the PAGA Settlement Package to the Aggrieved Employees, the Settlement Administrator shall distribute payment to itself for the Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement.

19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, will be cancelled. Funds associated with such cancelled checks will be transmitted by the Settlement Administrator to the California State Controller's Office Unclaimed Property Division, in the name of the Aggrieved Employees(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from the Released Claims.

21. "Released Parties" are Defendants, including each of their parent corporations, 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.

22. "Released Claims" are to the full extent permitted by law, of and from the Action and from 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, 226(a), 226.7, 510, 512, 512(a), 551, 552, 558, 1174, 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.

23. "PAGA Period" means the period July 16, 2020 to May 24, 2024.

24. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. 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: _____

Honorable Kevin C. Brazile
Judge of the Los Angeles Superior Court

EXHIBIT 1

<<Mailing Date>>

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

Re: Settlement Payment from *Jennifer Horta v. Rockport Healthcare Support Services, LLC, Rockport Administrative Services, LLC, and Orange Healthcare & Wellness Centre, LLC*, Los Angeles County Superior Court Case No. 21STCV34712

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 *Jennifer Horta v. Rockport Healthcare Support Services, LLC, Rockport Administrative Services, LLC, and Orange Healthcare & Wellness Centre, LLC*, Los Angeles County Superior Court Case No. 21STCV34712 (“Action”).

The lawsuit was filed on September 20, 2021 by Jennifer Horta (“Plaintiff”) against her former employers, 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 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 16, 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, 558, 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-838327-21 (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 Rockport Healthcare Support Services, LLC, Rockport Administrative Services, LC, and Orange Healthcare & Wellness Centre, LLC (“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 employees who worked for Defendants in the State of California during the period [Insert PAGA Period] (“Aggrieved Employees”). The period [Insert PAGA Period] 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 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>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants, including each of their parent corporations, 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, 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, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 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, 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].