

EDWIN AIWAZIAN, SBN 232943

edwin@calljustice.com

JOANNA GHOSH, SBN 272479

joanna@calljustice.com

RYAN SLINGER, SBN 351297

r.slinger@calljustice.com

LAWYERS for JUSTICE, PC

450 N Brand Blvd, Suite 900

Glendale, California 91203

Tel: (818) 265-1020

Fax: (818) 265-1021

Attorneys for Plaintiff, MICHAEL LUCKETT

HEATHER DAVIS, SBN 239372

heather@protectionlawgroup.com

RYAN T. CHUMAN, SBN 300

ryanc@protectionlawgroup.com

PROTECTION LAW GROUP, LLP

149 Sheldon Street

El Segundo, California 90245

Tel: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiff, CARLA CORNELIOUS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SOLANO

MICHAEL LUCKETT and CARLA
CORNELIOUS, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

THISTLE HEALTH, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: FCS058261

*Assigned for All Purposes to: Hon. Tim P.
Kam, Dept. 7*

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFFS' MOTION FOR
ORDER APPROVING CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
ENTERING JUDGMENT**

Complaint Filed: May 16, 2022

FAC Filed: January 27, 2025

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on May 16, 2025, the Honorable Tim P. Kam, in Department
3 7 of the above-entitled Court, located at 580 Texas Street in Fairfield, California 94533, executed the
4 Order granting Plaintiffs' Motion for Order Approving California Labor Code Private Attorneys
5 General Act Settlement and Entering Judgment.

6 Attached hereto as **Exhibit A** is a true and correct copy of the Signed Order granting Plaintiffs'
7 Motion for Order Approving California Labor Code Private Attorneys General Act Settlement and
8 Entering Judgment, which was executed on May 16, 2025, and filed on May 19, 2025.

9
10 Date: May 20, 2025

PROTECTION LAW GROUP, LLP

11
12 By: 

Ryan T. Chuman, Esq.
Arnel O. Tan, Esq.
Joseph O. Marshall, Esq.
Christine V. Reyes, Esq.
Attorneys for Plaintiff
Carla Cornelious

Exhibit A

ELECTRONICALLY RECEIVED

Superior Court of California,
County of Solano
04/24/2025 at 04:43:35 PM
By: K. Schoenberg, Deputy Clerk

EDWIN AIWAZIAN, SBN 232943

edwin@calljustice.com

JOANNA GHOSH, SBN 272479

joanna@calljustice.com

RYAN SLINGER, SBN 351297

r.slinger@calljustice.com

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Case No.: FCS058261

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Kam, Dept. 7*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR ORDER
APPROVING CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND ENTERING
JUDGMENT**

Hearing Date: May 16, 2025

Hearing Time: 9:00 a.m.

Department: 7

Complaint Filed: May 16, 2022

FAC Filed: January 27, 2025

Trial Date: Not Set

[PROPOSED] ORDER

Having reviewed and considered Plaintiffs' Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys' General Act and Entering Judgment, and good cause appearing for the same, it is hereby ORDERED, ADJUDGED, and DECREED:

1. The Court hereby approves the Joint Stipulation of PAGA Settlement and Release Agreement attached as **Exhibit 2** to the Declaration of Heather Davis In Support of Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys' General Act and Entering Judgment ("Settlement Agreement" or "Settlement"), as a fair, reasonable, and adequate resolution of the PAGA claims alleged in the Action.

2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein shall have the same meaning as defined in the Settlement Agreement except as otherwise set forth in this Order.

3. This Court has jurisdiction over the subject matter of this Action, and over all Parties to this Action, including Plaintiffs Michael Luckett and Carla Cornelious ("Plaintiffs"), the State of California, the Labor and Workforce Development Agency ("LWDA") and all PAGA Members.

4. The PAGA Members included in the Settlement shall include "all current and former hourly-paid non-exempt employees who performed work for Defendant Thistle Health, Inc. in any capacity in California at any time from September 16, 2020, through March 30, 2025 (the PAGA Period)".

5. The Court designates ILYM Group, Inc ("ILYM") as the third-party Settlement Administrator for mailing the PAGA Settlement Members' Notice of Representative Action Settlement, distribution of the Gross Settlement Amount, and other duties set forth in the Settlement.

6. Within fourteen (14) calendar days of the Effective Date, Defendant shall provide ILYM with the list of all PAGA Members ("Aggrieved Employees List") with final calculations pursuant to the terms of the Settlement Agreement.

7. Upon the Effective Date, Defendant shall start depositing the Gross Settlement Amount (GSA) in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00)

1 into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator.

2 8. Six (6) months after the Effective Date, Defendant will deposit Two Hundred
3 Thousand Dollars and Zero Cents (\$200,000.00) into the QSF.

4 9. Twelve (12) months after the Effective Date, Defendant will deposit Two Hundred
5 Thousand Dollars and Zero Cents (\$200,000.00) into the QSF.

6 10. Fifteen (15) months after the Effective Date, Defendant will deposit the remaining
7 Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) into the QSF.

8 11. Within fourteen (14) calendar days following the receipt of the last installment of the
9 Gross Settlement Amount from Defendant, ILYM shall distribute the Gross Settlement Amount as
10 provided in the Settlement Agreement and as set forth below:

11 a. Two Hundred Fifty Thousand Dollars and Zero Cents (~~\$250,000.00~~) ^{(1210,000) TC} shall be paid
12 to Plaintiffs' Counsel, Lawyers for Justice, P.C. and Protection Law Group, LLP,
13 for attorneys' fees.

14 b. Twenty Nine Thousand One Hundred Sixty Four Dollars and Zero Cents
15 (\$29,164.00), shall be paid to Plaintiffs' Counsel for litigation costs incurred in the
16 Action;

17 c. Five Thousand Dollars and Zero Cents (\$5,000.00) shall be paid to Plaintiff
18 Michael Luckett to compensate him for his services in prosecuting the Action and
19 performing work in support of the Action;

20 d. Five Thousand Dollars and Zero Cents (\$5,000.00) shall be paid to Plaintiff Carla
21 Cornelious to compensate her for her services in prosecuting the Action and
22 performing work in support of the Action

23 e. Nine Thousand Nine Hundred and Fifty Dollars and Zero Cents (\$9,950.00) shall
24 be paid to ILYM for administration expenses it incurred as the Settlement
25 Administrator;

26 f. The Net Settlement Amount remaining after the deduction of these payments Four
27 Hundred ^{Ninety} ~~Fifty~~ Thousand Dollars and Eight Hundred Eighty Six Cents

28

TC 5/16/25

(\$ 490,886) (TK)

(TK)
5/10/25

(\$ 450,886.00), shall be distributed to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members. 75% of the Net Settlement Amount (\$ 368,164.50) (TK) shall be distributed to the LWDA. 25% of the Net Settlement Amount (\$ 122,721.50) (TK) shall be distributed to the PAGA Members on a pro rata basis based on the number of Pay Periods worked by each PAGA Member during the PAGA Period. The Settlement Administrator shall mail each PAGA Member their share of the PAGA Payment along with the Notice of Representative Action Settlement attached as **Exhibit 4** to the Declaration of Heather Davis In Support of Motion for Order Approving Private Attorneys General Act Settlement and Entering Judgment.

12. All checks sent to the PAGA Members shall remain valid and negotiable for 180 days from the date of their issuance to the PAGA Members. If any checks are not cashed within 180 days, those funds shall be transmitted to the he Controller of the State of California to be held pursuant to California Unclaimed Property Law, California Code of Civil Procedure § 1500, *et seq.* If a PAGA Member's check remains uncashed after one hundred eighty (180) days from issuance, that PAGA Member shall nevertheless remain bound by the Settlement.

13. Upon the last installment payment and full funding of the Gross Settlement Amount, Plaintiffs, the PAGA Members, and the State of California and its LWDA, shall be deemed to have released and discharged Defendant Thistle Health, Inc., and its any affiliated entities as named or misnamed in the operative complaint filed in the Action, and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, vendors, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, management companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, whether in their individual or official capacities ("Released Parties") from any and all claims for the recovery of civil penalties, attorneys' fees and costs permissible under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") which Plaintiffs and/or the Aggrieved Employees had, or may claim to have against the Released Parties that arose during the PAGA Period

1 and which could have been premised on the facts alleged in the PAGA Letters of Plaintiffs to the
2 LWDA and/or in the operative complaint in the Actions, including violations of Labor Code sections
3 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198,
4 2800 and 2802, and any related applicable IWC Wage Order provision for the PAGA Period that
5 were asserted in the Action, and any other PAGA violations that could have been alleged in the
6 Actions based on the facts alleged in the Actions during the PAGA Period” (“Released Claims”). The
7 Released Claims expressly exclude all claims by PAGA Members for individual wage claims, vested
8 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
9 compensation, claims while classified as exempt, and claims outside of the PAGA Period. The
10 Released Claims expressly exclude any potential non-PAGA claims held individually by PAGA
11 Members other than Plaintiffs.

12 14. Upon the last installment payment and full funding of the Gross Settlement Amount,
13 Plaintiffs Michael Lockett and Carla Cornelious, on behalf of themselves only, shall release all claims
14 related to their employment with the Defendant and/or any of the Released Parties including all claims
15 alleged in the Action, and all claims known and unknown. This release specifically excludes claims
16 for unemployment insurance, disability, social security, and workers' compensation (except for
17 claims pursuant to Labor Code Sections 132a and 4553). Plaintiffs further waive all rights and
18 benefits under the terms of California Civil Code §1542.

19 15. The Court finds that Plaintiffs gave notices to the LWDA and to Defendant of their
20 intention to pursue claims for civil penalties under PAGA arising out of the facts and legal theories
21 alleged in the Complaint, that the LWDA did not give notice that it intended to investigate these
22 claims within 65 days of receiving Plaintiffs’ notices, and that Plaintiffs are therefore authorized to
23 pursue these claims on behalf of the LWDA. The Court further finds that Plaintiffs gave notice of this
24 proposed settlement of those claims under PAGA to the LWDA in accordance with Labor Code
25 section 2699(s)(2), and that the LWDA has not expressed any objection to the proposed settlement.
26 Accordingly, this Judgment also bars the LWDA, or any other agency of the State of California, or
27 any person acting on its behalf, from collecting any penalties due to any of them, or any unpaid wages
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1 due to PAGA Members, to the extent those penalties or unpaid wages arise out of the Released Claims
2 or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-986 (2009).

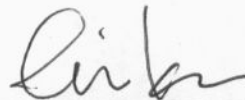
3 16. Plaintiffs' Counsel are directed to submit a copy of this Order and Judgment to the
4 LWDA within ten (10) calendar days of entry of the Judgment.

5 17. Without affecting the finality of this Order and Judgment, the Court shall retain
6 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
7 implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil
8 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
9 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
10 Agreement shall be presented to the Court for resolution.

11 18. The Court sets a final accounting hearing for May 14 2027 at 9⁰⁰
12 a.m. / X p.m., in Department 7 to confirm full administration of the Settlement. Plaintiffs' Counsel shall
13 submit a final accounting report no later than five (5) court days before the date of the final accounting
14 hearing.

15 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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18 DATED: May 16, 2025



19 HON. TIM P. KAM
20 JUDGE OF THE SUPERIOR COURT
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