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RHINA VILLEDADA

FILED
Superior Court of California
County of Los Angeles
07/07/2026
David W. Slayton, Executive Officer / Clerk of Court
By: G. Hall Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

RHINA VILLEDADA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

SOLHEIM LUTHERAN HOME, a California
corporation; and DOES 1-100 inclusive,

Defendants.

CASE NO. 21STCV45430

Assigned for All Purposes to:
Hon. Samantha P. Jessner
Dept. SSC-7

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES, AND JUDGMENT**

Date: July 7, 2026
Time: 10:00 a.m.
Dept.: SSC-7

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval
2 of Class Action Settlement and Request for Attorney's Fees and Costs, and having heard
3 argument regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Amended Class Action and PAGA Settlement Agreement ("Settlement
7 Agreement") attached as Exhibit 1 to the Declaration of Nikki Trenner in support of Plaintiff's
8 Motion for Preliminary Approval of Class Action Settlement, filed on or about April 22, 2025, is
9 the product of arms-length negotiations between the parties and the terms of the Settlement
10 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
11 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The
12 Court orders the parties to the Settlement Agreement to perform forthwith their respective duties
13 and obligations thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its August
15 18, 2025 Order Granting Preliminary Approval, hereby is certified under California Code of
16 Civil Procedure Section 382 for purposes of settlement only. The Class includes all current and
17 former non-exempt employees who are not bound by Solheim's arbitration agreement and who
18 were employed by Solheim at any point during the Class Period of December 14, 2017 up to
19 August 18, 2025.

20 3. The Court adjudges all Participating Class Members, on behalf of themselves and
21 their respective former and present representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, shall be deemed to release the Released Parties from any and all claims,
23 causes of actions, demands, debts, obligations, penalties, damages or liability of any nature
24 whatsoever, based on or arising out of the facts, circumstances, or primary rights that were
25 alleged, or reasonably could have been alleged, in the Operative Complaint, including but not
26 limited to: (1) failure to pay wages (including but not limited to overtime pay, double time,
27 minimum wage, regular wages, vacation pay, sick pay, and wages at the regular rate of pay); (2)

1 failure to provide meal periods or pay meal period premiums at the regular rate of pay; (3) failure
2 to authorize or permit rest periods or pay rest period premiums at the regular rate of pay; (4)
3 failure to timely pay all wages during employment; (5) failure to pay all wages due to discharged
4 or resigned employees, or other benefits; (6) failure to maintain required records; (7) failure to
5 reimburse necessary expenditures; (8) claims for interest, penalties, or premiums in connection
6 therewith; (9) claims for failure to comply with the employee itemized wage statement provision
7 under California Labor Code section 226; (10) penalties for violations of the California Labor
8 Code (this does not include PAGA penalties); (11) violation of California Business and
9 Professions Code Section 17200, et seq.; and (12) all other claims under California common law,
10 the California Labor Code, California Wage Orders, the California Business and Professions
11 Code set forth in the Operative Complaint including alleged violation of California Labor Code
12 sections 201-204, 206, 218.6, 223, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198,
13 2800, and 2802, California Civil Code sections 1021.5, 3287, 3288, California Business and
14 Professions Code sections 17000 and 17200 et. seq., the applicable Wage Orders issued by the
15 Industrial Welfare Commission, or any other claim for any statutory or civil penalty that have
16 been, or could have been, asserted based on the facts, circumstances, or primary rights alleged in
17 the Operative Complaint and PAGA Notice under California law that arise from the allegations
18 as pled including claims for damages, reimbursement, restitution, losses, penalties, fines, liens,
19 attorney's fees, costs, expenses, debts, interest, injunctive or declaratory relief, liquidated
20 damages or similar relief. Except as set forth in Section 5.3 of this Agreement, Participating
21 Class Members do not release any other claims, including claims for vested benefits, wrongful
22 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
23 disability, social security, workers' compensation, or claims based on facts occurring outside the
24 Class Period.

25 4. The Court further adjudges that all Aggrieved Employees shall be deemed to
26 release, on behalf of themselves and their respective former and present representatives, agents,
27 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for

1 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts
2 stated in the Operative Complaint and any amendments thereto, the PAGA Notice, and
3 ascertained in the course of the Action, including, any and all claims for PAGA penalties
4 involving any alleged unpaid wages, including, but not limited to, failure to pay minimum
5 wages; straight time compensation, overtime, double time compensation; failure to timely pay
6 regular and final wages; failure to pay the proper rate of pay for overtime, meal and rest period
7 premiums, vacation pay, and sick pay; failure to provide meal and rest periods or provide
8 premium pay; failure to provide accurate itemized wage statements; failure to keep accurate
9 records of wages paid and hours worked; failure to reimburse business expenses; late payment of
10 final wages; and failure to issue accurately itemized wage statements. For the avoidance of
11 confusion, Aggrieved Employees only release these claims for the duration of the PAGA Period.

12 5. Under the settlement Defendant agrees to pay the Gross Settlement Amount of
13 \$225,000.00. The Settlement Administrator is ordered to distribute to the Participating
14 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
15 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
16 the check void date shall be forwarded to the California State Controller's Unclaimed Property
17 Fund. No funds shall revert to Defendant.

18 6. The Court further orders that the Class Members be provided with notice of this
19 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
20 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

21 7. The Court approves an award of attorney's fees to Class Counsel in the amount of
22 \$75,000.00, and an award of costs and expenses in the amount of \$10,000.00. Such amounts
23 shall be paid as provided in the Settlement Agreement.

24 8. The Court approves a service payment to Plaintiffs and Class Representative
25 Rhina Villeda in the amount of \$2,500.00, and the Settlement Administrator is ordered to make
26 such payment consistent with the terms of the Settlement Agreement.

27 9. The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.

1 be paid from the Gross Settlement Amount for its services in administering the Settlement. As
2 set forth in the Declaration of Jafrah Simmons, the Settlement Administrator is owed \$7,000.00
3 for services rendered and to be rendered in administering the settlement. The Court therefore
4 orders that Simpluris be paid the amount of \$7,000.00 from the Gross Settlement Amount
5 consistent with the terms of the Class Settlement Agreement.

6 10. The Court approves PAGA penalties in the amount of \$25,000, to be paid from
7 the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes
8 underlying PAGA. Of this amount, \$18,750.00 will be paid to the LWDA as the state's share of
9 the civil penalties, and the remainder of \$6,250.00 will be distributed to the Aggrieved
10 Employees consistent with the terms of the Settlement Agreement.

11 11. The Court sets a non-appearance compliance review regarding distribution and
12 compliance with the Settlement Agreement for July 7, 2027, at ~~8:30~~^{9:00} a.m., in Department SSC-7
13 of the Los Angeles County Superior Court. The Parties are ordered to file a joint compliance
14 report ~~no later than June 20, 2027.~~^{five (5) court days in advance.}

15 12. Under California Rule of Court 3.769(h), without affecting the finality of this
16 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
17 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
18 judgment contemplated becomes effective and each and every act agreed to be performed by the
19 parties has been performed under the terms of the Settlement Agreement; (2) any other action
20 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
21 enforcement, construction, and interpretation of the Settlement Agreement.

22 13. Neither this Order and Judgment nor the Settlement Agreement upon which it is
23 based are an admission or concession by any party of any fault, omission, liability or
24 wrongdoing. This Order is not a finding of the validity or invalidity of any claims in this action
25 or a determination of any wrongdoing by any party. The final approval of the parties' settlement
26 will not constitute any opinion, position or determination of this Court as to the merits of the
27 claims or defenses of any party.

1 14. Judgment is hereby entered as follows: Plaintiff Rhina Villeda and the
2 Participating Class Members, consisting of all current and former non-exempt employees who
3 are not bound by Solheim's arbitration agreement and who were employed by Solheim at any
4 point during the Class Period of December 14, 2017 up to August 18, 2025, who have not
5 otherwise opted out, shall take nothing from Solheim, except as set forth in the Settlement
6 Agreement.

7 15. The Court shall retain jurisdiction over the parties to interpret, implement and
8 enforce this Judgment.

9 **IT IS SO ORDERED AND ADJUDGED.**



A handwritten signature in black ink, appearing to read "Samantha Jessner".

12 Dated: 07/07/2026

Samantha Jessner / Judge

Judge of the Superior Court