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

JESSICA GLORIA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

HARBOR HEALTH CARE, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV46334

[Honorable Carolyn B. Kuhl, Department 12]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF JESSICA
GLORIA'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

[Filed with Plaintiff Jessica Gloria's Notice of
Motion and Motion for Final Approval,
Declaration of Kane Moon,
Declaration of Plaintiff Jessica Gloria, and
Declaration of Mary Butler]

FINAL APPROVAL HEARING

Date: April 30, 2024

Time: 10:30 a.m.

Department: 12

Complaint Filed: December 20, 2021

Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles

04/30/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 The Court issued an Order Granting Plaintiff Jessica Gloria's Motion for Preliminary
2 Approval of Class Action and PAGA Settlement Agreement on November 16, 2023. Plaintiff Jessica
3 Gloria ("Plaintiff") now seeks an Order and Judgment Granting Final Approval of the same Class
4 Action and PAGA Settlement Agreement ("Settlement") between Plaintiff and Defendant Harbor
5 Health Care, Inc. ("Defendant"), attached to the Declaration of Kane Moon in Support of Plaintiff's
6 Motion for Final Approval of Class Action and PAGA Settlement Agreement as **Exhibit 2**.

7 The Court, having considered Plaintiff's Notice of Motion and Motion for Final Approval of
8 Class Action and PAGA Settlement Agreement ("Motion"), the supporting Declarations and Exhibits
9 therein, the records and files in this Action, and the absence of any written objections to the
10 Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS**
11 **FOLLOWS:**

12 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set
13 forth in the Settlement.

14 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all Participating
15 Class Members, all Aggrieved Employees, and Defendant.

16 The Settlement appears to have been made and entered into in good faith and is hereby
17 approved, subject to any limitations on the requested fees and payments as set forth below.

18 For purposes of effectuating the Settlement, **the following Class is hereby certified: all**
19 **persons employed by Harbor Health Care, Inc., in California, and classified as a non-exempt**
20 **hourly employee who worked for Harbor Health Care, Inc. during the period commencing on**
21 **December 20, 2017, to August 4, 2023. Settlement, ¶¶ 1.5, 1.12.**

22 No Class Members have objected to the terms of the Settlement, and one Class Member,
23 Almeta Andrews, has requested exclusion from the Settlement. *Declaration of Mary Butler*, ¶¶ 12,
24 13. Almeta Andrews is excluded from the settlement class.

25 Effective on the date Defendant fully funds the entire Gross Settlement Amount, Plaintiff, all
26 Participating Class Members, and all Aggrieved Employees shall have, by operation of this Final
27 Order and Judgment, fully, finally and forever released, relinquished, and discharged all Released
28 Parties as stated in the Settlement and reproduced here. *Settlement*, ¶ 5.

- 1 **1. Plaintiff's Release:** Plaintiff and her respective former and present spouses,
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns
3 generally, release and discharge Released Parties from all claims, transactions, or
4 occurrences that occurred during the Class Period, including, but not limited to: (a) all
5 claims that were, or reasonably could have been, alleged, based on the facts contained,
6 in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
7 have been, alleged based on facts contained in the Operative Complaint, Plaintiff's
8 PAGA Notice, or ascertained during the Action and released under 6.2, below.
9 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement,
10 or to any claims for vested benefits, unemployment benefits, disability benefits, social
11 security benefits, workers' compensation benefits that arose at any time, or based on
12 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
13 discover facts or law different from, or in addition to, the facts or law that Plaintiff
14 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall
15 be and remain effective in all respects, notwithstanding such different or additional
16 facts or Plaintiff's discovery of them. *Settlement*, ¶ 5.1.
- 17 **2. Release by Participating Class Members:** All Participating Class Members, on
18 behalf of themselves and their respective former and present representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns, release Released Parties from
20 (any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
21 expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that
22 are pleaded, or that could have been pleaded, based on the facts and claims alleged in
23 the Action, which include the First through Eighth Causes of Action alleged in the
24 operative complaint in the Action (and corresponding requests for relief), namely (1)
25 Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2)
26 Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198); (3)
27 Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to
28 Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify

Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) and all other claims, rights, demands, liabilities and causes of action that may have been alleged based on the facts alleged in the operative complaint in the Action. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. *Settlement*, ¶ 5.2.

3. **Release by Aggrieved Employees:** All Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Action, which include the First through Eighth Causes of Action alleged in the operative complaint in the Action (and corresponding requests for relief) under the California Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698, *et seq.*) alleged in Plaintiff's December 19, 2021 PAGA notice to the LWDA and Defendant in LWDA Case No. LWDA-CM-858335-21, or any subsequent amendment thereto, and as alleged and reasonably could have been alleged based on the facts asserted in the operative complaint in the Action including for violations of the California Labor Code and California Industrial Welfare Commission Wage Orders. *Settlement*, ¶ 5.3.

4. **Released Parties** means Defendant, Defendant's past, present and future parent corporations, affiliates, affiliates' companies, subsidiaries, divisions, d/b/a's, predecessors, insurers, successors, franchisees, franchisors, assigns, principals, heirs,

1 their current and former employees, accountants, auditors, attorneys, consultants,
2 officers, managers, members, partners, directors, shareholders, agents, both
3 individually and in their business capacities; and any individual or entity who could be
4 held jointly liable for any of the Released Claims and the Released PAGA Claims.
5 *Settlement*, ¶ 1.41.

6 5. **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross
7 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's
8 share of payroll taxes by transmitting the funds to the Administrator, no later than
9 thirty (30) days after the Effective Date. *Settlement*, ¶ 4.3.

10 6. **Effective Date** means the date by when both of the following have occurred: (a) the
11 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and
12 (b) the Judgment is final. The Judgment is final as of the latest of the following
13 occurrences: (a) if no Participating Class Members object to the Settlement, the day
14 the Court enters Judgment; (b) if one or more Participating Class Members object to
15 the Settlement, the day after the deadline for filing a notice of appeal from the
16 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate
17 court affirms the Judgment and issues a remittitur. *Settlement*, ¶ 1.18.

18 The Gross Settlement Amount and methodology used to calculate and pay the Individual Class
19 Payments and Individual PAGA Payments is fair and reasonable. The Administrator is authorized to
20 pay the Individual Class Payments and Individual PAGA Payments to the Participating Class Members
21 and Aggrieved Employees in accordance with the terms of the Settlement.

22 Defendant shall pay a total of \$490,000.00 to resolve this Action. *Settlement*, ¶ 1.22.
23 Defendant will remit the Gross Settlement Amount and the amounts necessary to fully pay its share
24 of payroll taxes to the Administrator no later than thirty (30) days after the Effective Date. *Settlement*,
25 ¶ 4.3. Within fourteen (14) days after receiving the Gross Settlement Amount in full, the
26 Administrator shall distribute all payments from the Settlement fund. *Settlement*, ¶ 4.4.

27 From the Gross Settlement Amount, PAGA Penalties in the amount of \$20,000.00 shall be
28 paid to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved

1 Employees. The LWDA shall receive 75% of the PAGA Penalties, or \$15,000.00, and the Aggrieved
2 Employees shall receive 25% of the PAGA Penalties, or \$5,000.00, pursuant to the California Private
3 Attorneys General Act of 2004, Labor Code sections 2699, et seq. *Settlement*, ¶ 3.2.5.

4 From the Gross Settlement Amount, a Class Representative Service Payment in the amount
5 of \$5,000.00 shall be paid to Plaintiff Jessica Gloria for her service to the Class and general release of
6 claims. *Settlement*, ¶ 3.2.1. Jessica Gloria is hereby confirmed as Class Representative.

7 From the Gross Settlement Amount, an Administration Expenses Payment in the amount of
8 \$9,500.00 shall be paid to the designated Administrator, Simpluris, Inc. *Settlement*, ¶ 3.2.3;
9 *Declaration of Mary Butler* (“*Butler Decl.*”), ¶ 16.

10 From the Gross Settlement Amount, a Class Counsel Fees Payment of one-third of the Gross
11 Settlement Amount, or \$163,333.33, and a Class Counsel Litigation Expenses Payment of
12 \$19,631.46 shall be paid to Class Counsel for their reasonable fees and actual costs incurred in
13 furtherance of this Action. *Settlement*, ¶ 3.2.2; *Moon Decl.*, Exh. 5. The Parties shall otherwise bear
14 their own respective attorneys' fees and costs, except as provided for in the Settlement and approved
15 by the Court. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.
16 The Court finds that the fees are reasonable in light of the benefit provided to the Class. Moon Law
17 Group, P.C. is hereby confirmed as Class Counsel.

18 The Notice provided to the Class conformed with the requirements of California Rules of
19 Court rules 3.766 and 3.769, and constituted the best notice practicable under the circumstances,
20 providing individual notice to all Class Members who could be identified through reasonable effort
21 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
22 *Butler Decl.*, ¶¶ 8-10. The Notice fully satisfies the requirements of Due Process.

23 The Parties are ordered to have notice of this Final Order and Judgment provided to all
24 Participating Class Members and Aggrieved Employees, in accordance with California Rules of
25 Court section 3.771(b), and to have the Individual Class Payments and Individual PAGA Payments
26 issued via First Class U.S. Mail to their last known addresses and to the LWDA, pursuant to Labor
27 Code section 2699(1). *Settlement*, ¶ 4.1.1.

1 The Court shall retain jurisdiction with respect to all matters related to the administration and
2 consummation of the Settlement and any and all claims asserted in, arising out of, or related to the
3 subject matter of the Action, including, but not limited to, all matters related to the Settlement and the
4 determination of all controversies relating thereto. *Settlement*, ¶ 10.3.

5 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
6 to be immediately appealable.

7 Plaintiff's Motion is hereby granted, and the Court directs that Judgment shall be entered in
8 accordance with the terms of this Order.

9 The Court sets a Non-Appeal Hearing (Case Review) Re: Distribution on
10 Feb. 11, 2025, 2025 at _____ in Department 12. Class Counsel is ordered to file a final
11 report and declaration regarding distribution no later than Feb. 7, 2025.

12 **IT IS SO ORDERED.**

13
14 DATE: 04/30/2024



15 _____
16 Honorable Carolyn B. Kuhl, Judge of the Superior Court of
17 California for the County of Los Angeles
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