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Attorneys for Plaintiff Jennifer Banda

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JENNIFER BANDA, as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"), on behalf of the State of California and other non-party Aggrieved Employees,

Plaintiffs,

vs.

SUMMITT HILLS 85, LLC, a California limited liability company; COMPASS SENIOR LIVING, LLC, an Oregon limited liability company; CSL - ORANGEVALE, LLC, an Oregon limited liability company; CSL - REDDING, LLC, an Oregon limited liability company; CSL - WILDWOOD PROPERTY, LLC, an Oregon limited liability company; CSLYUCAIPA, LLC, an Oregon limited liability company; ELDERGOOD – RED BLUFF, LLC, an Oregon limited liability company; and DOES 1 through 10, inclusive,,

Defendants.

FILED

KERN COUNTY SUPERIOR COURT
12/10/2024

BY Fogerson, Vickie
DEPUTY

Case No. BCV-22-100965

Assigned to the Hon. Bernard C. Barmann, Jr.

**~~PROPOSED~~ ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: December 10, 2024
Time: 8:30 a.m.
Place: Division H

Complaint Filed: April 22, 2022
Trial Date: None Set

ORDER AND JUDGMENT

1. The Court has received and considered the application of Plaintiff Jennifer Banda as an aggrieved employee, and as a private attorney general under the Labor Code Private Attorneys General Act of 2004, §§ 2698, *et seq.* (“PAGA”), for approval of the Parties’ PAGA Settlement Agreement (“Settlement”). **GOOD CAUSE** having been shown, the Court hereby approves the Settlement.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Settlement.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all Parties to the action, including all Aggrieved Employees.

4. The Court has considered all relevant factors for determining the fairness of the Settlement, and has concluded that all such factors weigh in favor of approving the Settlement.

5. In particular, the Court finds that the Settlement was reached following meaningful analysis and investigation conducted by Plaintiff; that the Settlement is the result of serious, informed, adversarial, and arm’s-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.

6. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiff’s PAGA claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel.

7. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

8. Accordingly, the Court hereby finds that the Settlement is, in all respects, fair, reasonable, adequate and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement.

9. The Settlement is not an admission by Defendants, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the

Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

10. The Court approves the gross settlement amount of \$180,000. After deducting the approved amounts for attorneys' fees and costs, service award, and settlement administration costs, the net settlement amount of \$89,284.47 will be allocated as follows: Seventy-Five Percent (75%), or approximately \$66,963.35, shall be paid to the California Labor and Workforce Development Agency, and the remaining Twenty-Five Percent (25%), or approximately \$22,321.12, shall be paid to Aggrieved Employees.

11. The Court hereby awards \$60,000 in attorneys' fees and \$16,715.53 costs to Plaintiff's Counsel, Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a contingency fee; i.e., one-third of the common fund created by the settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates are reasonable.

12. The Court approves a Service Award of \$10,000 to Jennifer Banda.

13. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and approves Settlement Administration Costs of \$4,000.

14. This Judgment shall be binding on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the Settlement Period, as those terms are defined by the Settlement.

15. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement. This document shall constitute a judgment under California Code of Civil Procedure § 664.6.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date December 10, 2024



Hon. Bernard C. Barmann, Jr.
Kern County Superior Court Judge

Signed: 12/10/2024 09:27 AM

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **October 23, 2024**, I served the document described as:
[PROPOSED] ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND JUDGMENT

on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

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☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 23, 2024**, at Los Angeles, California.

Stacy Winberg
Type/Print Name

/s/ Stacy Winberg
Signature