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FILED
Superior Court of California
County of Sacramento
03/13/2026
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

DEREN STROUGHTER, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

KADENCE HEALTHCARE, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2022-00318799-CU-OE-GDS

Honorable Lauri A. Damrell
Department 22

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND ENTERING
JUDGMENT**

Date: March 13, 2026
Time: 9:00 a.m.
Dept.: 22

Complaint Filed: April 25, 2022
FAC filed: November 14, 2024
Trial Date: None Set

~~PROPOSED~~ ORDER

Plaintiff Deren Stroughter's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement ("Motion") came on for hearing on March 13, 2026 at 9:00 a.m. in Department 22 of the above-entitled Court, located at 720 Ninth Street, Sacramento, California 95814. Parker & Minne, LLP and Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Gordon & Rees Scully Mansukhani, LLP appeared on behalf of Kadence Healthcare, Inc. ("Defendant").

On April 18, 2025, the Court entered an Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled Action in accordance with the Class Action and PAGA Settlement Agreement and Class Notice (the "Original Settlement Agreement"). On December 3, 2025, the Court signed the Stipulation and Order to Amend Class Period and Class Notice and to Continue Hearing on Plaintiff's Motion for Final Approval ("Order to Amend Class Period and Class Notice"), thereby approving the Amendment to Class Action and PAGA Settlement Agreement and Class Notice (the "Amendment"). The Original Settlement Agreement and the Amendment (collectively referred to herein as the "Settlement Agreement"), and the exhibits thereto, set forth the terms and conditions for settlement of this Action.

Due and adequate notice having been given to all Class Members and Aggrieved Employees as required in the Preliminary Approval Order, and the Court having considered the Settlement Agreement, Plaintiff's Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. Pursuant to California law, the Court hereby grants final approval of the Settlement Agreement. The Settlement Agreement is hereby deemed incorporated into this Order and Judgment. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members and Aggrieved Employees.

3. The Court finds that the requirements of California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and

1 the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement
2 purposes final. The Class is hereby defined to include:

3 All persons currently or formerly employed by Defendant, either directly or through any
4 subsidiary, staffing agency, joint venture or professional employer organization, as non-
5 exempt, hourly-paid employees at any time during the period from April 25, 2018 to
6 and through February 20, 2023 in the State of California.

7 4. The Aggrieved Employees are hereby defined to include:

8 All persons currently or formerly employed by Defendant, either directly or through any
9 subsidiary, staffing agency, joint venture or professional employer organization, as non-
10 exempt, hourly-paid employees at any time during the period from May 16, 2021 to and
11 through January 21, 2024 in the State of California.

12 5. The Court hereby confirms Arby Aiwarzian, Joanna Ghosh, and Yasmin Hosseini of
13 Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker & Minne, LLP as Class Counsel.

14 6. The Court concludes that distribution of the Class Notice to the Class Members and
15 Aggrieved Employees as set forth in the Settlement Agreement and the other matters set forth therein
16 has been completed in conformity with the Preliminary Approval Order and the Order to Amend Class
17 Period and Class Notice and constituted the best notice practicable under the circumstances. The
18 Court concludes that the Administrator, Phoenix Settlement Administrators, took all reasonable and
19 necessary steps to locate and notify each Class Member and Aggrieved Employee of the Settlement
20 Agreement, as required in the Preliminary Approval Order and the Order to Amend Class Period and
21 Class Notice. The Class Notice fully and accurately informed the Class of all material elements of the
22 Settlement Agreement and their opportunity to object or comment thereon; was the best notice
23 practicable under the circumstances; was valid, due and sufficient notice to all Class Members and
24 Aggrieved Employees; and complied fully with the laws of the State of California, Federal Rules of
25 Civil Procedure, the United States Constitution, due process, and other applicable law. The Class
26 Notice fairly and adequately described the Settlement and provided Class Members and Aggrieved
27 Employees adequate instructions and a variety of means to obtain additional information.

28 7. The Court hereby finds the Settlement Agreement was entered into in good faith

1 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. For the
2 reasons set forth in the Preliminary Approval Order, and in the proceedings at the Final Approval
3 hearing, which are adopted and incorporated herein by reference, the Court further finds that Plaintiff
4 has satisfied the standards and applicable requirements for final approval of this class action settlement
5 under California law, including the provisions of California Code of Civil Procedure section 382 and
6 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
7 *Superior Court*, 4 Cal.3d 800, 821 (1971).

8 8. The Court finds that the Settlement is, in all respects, fair, adequate, and reasonable,
9 and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement
10 was reached following meaningful formal and informal discovery and investigation by Class Counsel;
11 that the Settlement is the product of intensive, serious, and non-collusive arms-length negotiations
12 between the parties; and that the terms of the Settlement are in all respects fair, adequate, and
13 reasonable. In so finding, the Court has considered all of the evidence presented, including evidence
14 regarding the strength of Plaintiff's claims, Defendant's potential exposure; the risk, expense,
15 complexity, and delay associated with further litigation; the risk of maintaining Plaintiff's claims
16 through class certification, trial, and appeals; the amount offered in the Settlement and the benefit
17 provided to Class Members and Aggrieved Employees; the extent of investigation and formal and
18 informal discovery completed; the experience and views of Class Counsel; and the absence of
19 objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby directs
20 that the Settlement be affected in accordance with the Settlement Agreement and the terms and
21 conditions set forth in this Judgment.

22 9. A full opportunity has been afforded to Class Members and Aggrieved Employees to
23 participate in this hearing, and all persons wishing to be heard have been heard. Accordingly, the
24 Court determines that all Class Members who did not timely and properly request exclusion from the
25 Settlement ("Participating Class Members") are bound by the Settlement and by this Judgment.

26 10. The deadline for Class Members to request to be excluded from the Settlement
27 Agreement was February 2, 2026. The Court hereby finds that zero (0) Class Members requested to
28 be excluded from the Class Settlement. Accordingly, 152 Participating Class Members are bound by

1 this Judgment.

2 11. The deadline for Class Members to submit written objections to the Settlement
3 Agreement was February 2, 2026. The Court hereby finds that there have been zero (0) objections to
4 the Settlement Agreement. The Court also finds that there were zero (0) objections at the hearing on
5 Final Approval.

6 12. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
7 and all employer taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and all
8 Participating Class Members, on behalf of themselves and their respective former and present spouses,
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns, waive, release, and
10 discharge the Released Parties from any and all wage-related claims that were alleged in or which
11 could have been alleged in the First Amended Complaint, based on the Class Period facts stated in the
12 First Amended Complaint, including the following claims, under any legal theory of liability, for: (1)
13 alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198
14 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor
15 Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods
16 pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay
17 all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1
18 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to
19 California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all
20 wages in a timely manner during employment pursuant to California Labor Code section 204 and the
21 IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to
22 California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate
23 payroll records pursuant to California Labor Code section 1174 and the IWC Wage Orders; (9) alleged
24 failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800
25 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions
26 Code sections 17200, et seq.

27 13. Effective on the date when Defendant fully funds the Gross Settlement Amount and
28 Employer Taxes, all Aggrieved Employees, on behalf of themselves and their former and present

representatives, agents, attorneys, heirs, administrators, successors and assigns, are deemed to waive, release, and discharge the Released Parties from any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., arising during the PAGA Period, based on the factual allegations and legal theories in the PAGA Notice and First Amended Complaint, for 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 1-2001, 4-2001, and 7-2001.

14. Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally release and discharge Released Parties from all claims, transactions, or occurrences, known or unknown, that occurred during the Class Period, including but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the First Amended Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the First Amended Complaint and Plaintiff's PAGA Notice ("Plaintiffs Release"). Plaintiff's Release does not extend to any claims or actions to enforce the Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff has expressly waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

15. The Court finds the settlement payments provided for under the Settlement Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Settlement Agreement, the Court orders Defendant to fund the Gross Settlement Amount of \$385,000.00 within

fourteen (14) calendar days after entry of this Judgment. The Court further orders Defendant to separately pay any and all employer payroll taxes owed on the wages portion of the Individual Class Payments. Defendant shall fund and the Settlement Administrator shall distribute these amounts in accordance with the terms of the Settlement Agreement.

16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence, and argument submitted by Class Counsel, the Court hereby awards a Class Counsel Fees Payment in the amount of ~~\$134,750.00~~ ^{\$127,050} and awards a Class Counsel Litigation Expenses Payment for costs incurred by Class Counsel in the amount of \$12,848.37 from the Gross Settlement Amount. The award of attorneys' fees and costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. Any allocation of attorneys' fees and costs between and among Class Counsel shall be made by the Administrator pursuant to the separate and independent agreement between Class Counsel.

17. The Court hereby approves and orders a Class Representative Enhancement Award of \$10,000.00 to Plaintiff from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

18. The Court finds that the settlement of the Released PAGA Claims for \$40,000.00, which is designated and allocated as penalties under the California Labor Code Private Attorneys General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further approves allocation and payment of the PAGA Penalties as follows: \$30,000.00 (75% of \$40,000.00) to the California Labor and Workforce Development Agency, and \$10,000.00 (25% of \$40,000.00) to Aggrieved Employees on a *pro rata* basis as set forth in the Settlement Agreement. One hundred percent (100%) of the amounts distributed to Aggrieved Employees as penalties under PAGA shall be reported on an IRS Form-1099.

19. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, Phoenix Settlement Administrators, in the amount of \$6,500.00.

20. The Court hereby approves and orders payment of Individual Class Payments from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth in the

Settlement Agreement.

21. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount that remain uncashed one hundred and eighty (180) days after issuance shall be void. If any settlement checks remain uncashed after the void date, the Administrator shall transmit the funds represented by such checks to California State Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of the California Code of Civil Procedure Section 384, subd. (b).

22. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members and Aggrieved Employees, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

23. A settlement compliance hearing shall be held on ~~October 7, 2027 at 10:30 a.m. or~~
~~October 7, 2027~~ October 8, 2027 at 10:30 a.m./~~p.m.~~ Class Counsel shall submit a declaration on the disbursement of settlement payments at least fifteen (15) days prior to the settlement compliance hearing.

24. Plaintiff shall file a formal notice of entry of this Judgment and serve the same on the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 3/13/26



By: _____


The Honorable Lauri A. Damrell
Judge of The Superior Court