

FILED
Superior Court of California
County of Los Angeles

AUG 01 2024

David W. Slayton, Executive Officer/Clerk of Court

By: T. Edwards, Deputy

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Jill J. Parker (State Bar No. 274230)
jill@parkerminne.com
S. Emi Minne (State Bar No. 253179)
emi@parkerminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiff

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

RHONDA MIMS, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

SOUTH BAY HOME CARE, INC., a
California corporation; ALWAYS BEST
CARE SENIOR SERVICES, an unknown
business entity; ALWAYS BEST CARE
SOUTH BAY, an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22TRCV00559

Honorable Ronald F. Frank
Department 8

Reservation No. 696804124374

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

**Date: August 1, 2024
Time: 8:30 a.m.
Dept: 8**

Complaint Filed: July 7, 2022
Jury Trial Date: None Set

~~PROPOSED~~ ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND ENTERING JUDGMENT

~~PROPOSED~~ **ORDER**

On August 1, 2024 at 8:30 a.m. in Department 8 of the above-entitled Court, located at One Regent Street, Inglewood, California 90301, Plaintiff Rhonda Mims' ("Plaintiff") Motion for Approval of PAGA Settlement ("Motion") came on for hearing before the Honorable Ronald F. Frank.

Plaintiff and Defendant South Bay Home Care, Inc. (the "Parties") have executed a PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement"). The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

1. Plaintiff's Motion for Approval of PAGA Settlement is granted in its entirety.

2. This Order incorporates by reference the definitions in the PAGA Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the PAGA Settlement Agreement.

3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("Action").

5. The aggrieved employees covered under the Settlement consist of the following individuals:

All current and former non-exempt and/or hourly-paid employees who worked for Defendant in the State of California at any time during the PAGA Period (the "Aggrieved Employees").

The PAGA Period is defined as the period commencing on April 8, 2021 and ending on December

1 2, 2023.

2 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
3 negotiations.

4 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum
5 allocated for payment of penalties under PAGA (the "Net Settlement Amount"), and determines
6 that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement
7 Amount. The Net Settlement Amount shall be the Gross Settlement Amount (\$443,000.00) less
8 the approved Attorneys' Fees and Costs to Plaintiff's Counsel, Incentive Payment to Plaintiff, and
9 Settlement Administration Costs to Phoenix Settlement Administrators (the "Settlement
10 Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed
11 to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount
12 shall be distributed to the Aggrieved Employees in accordance with this Order and Judgment and
13 the Settlement Agreement.

14 8. The Court has considered the Settlement, and the monetary allocations provided
15 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
16 Settlement Administrator to administer the Settlement and to make the payments as provided for
17 by, and consistent with, this Order and Judgment and the Settlement Agreement.

18 9. The Court approves the payment of One Hundred Fifty-Five Thousand Fifty Dollars
19 and Zero Cents (\$155,050.00) to Plaintiff's Counsel, Lawyers for Justice, PC and Parker & Minne,
20 LLP (collectively, "Plaintiff's Counsel") for attorneys' fees. This amount shall be paid from the
21 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and
22 the Settlement Agreement.

23 10. The Court approves the payment of \$10,667.17 to Plaintiff's Counsel for
24 reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid
25 from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
26 Judgment and the Settlement Agreement.

27 11. The Court approves payment in the amount of Ten Thousand Dollars and Zero Cents
28 (\$10,000.00) to Plaintiff Rhonda Mims for an Incentive Payment. This amount shall be paid from

1 the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment
2 and the Settlement Agreement.

3 12. Any allocation of attorneys' fees and costs between and among Plaintiff's Counsel
4 shall be made by the Settlement Administrator pursuant to the separate and independent agreement
5 between Plaintiff's Counsel.

6 13. The Court approves payment in the amount Seven Thousand Dollars and Zero Cents
7 (\$7,000.00) to the Settlement Administrator for the Settlement Administration Costs. This amount
8 shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this
9 Order and Judgment and the Settlement Agreement.

10 14. The Court approves the Notice of Representative Action Settlement, attached hereto
11 as Exhibit 1, and the Settlement Administrator shall distribute the Notice of Representative Action
12 Settlement to Aggrieved Employees at the same time that it distributes Individual PAGA Payment
13 checks to Aggrieved Employees.

14 15. Defendant shall transmit payment of the Gross Settlement Amount to a qualified
15 settlement account established by the Settlement Administrator for administration of this
16 Settlement within no later than fourteen (14) days of the Effective Date.

17 16. No later than fourteen (14) calendar days after the date this Order granting approval
18 of the Settlement is signed, Defendant shall provide the Settlement Administrator with the
19 Aggrieved Employees List, in accordance with this Order and Judgment and the Settlement
20 Agreement. The Settlement Administrator shall distribute the Individual PAGA Payment checks
21 to Aggrieved Employees, LWDA Payment to the LWDA, Incentive Payment to Plaintiff, and
22 Attorneys' Fees and Costs to Plaintiff's Counsel, and payment to itself for the Settlement
23 Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement,
24 no later than fourteen (14) calendar days after the Settlement Administrator receives the Gross
25 Settlement Amount.

26 17. All Individual PAGA Payment checks that are issued to Aggrieved Employees shall
27 be valid and negotiable up to one hundred eighty (180) calendar days after the checks are initially
28 mailed to the Aggrieved Employees, and thereafter, shall be cancelled. Any funds associated with

1 such cancelled checks will be distributed to the State of California's Unclaimed Property Fund.

2 18. Aggrieved Employees shall not have the right to opt-out of or object to the
3 Settlement. By way of and upon the entry of this Order and Judgment, Plaintiff and each
4 Aggrieved Employee is deemed to fully release and forever discharge Released Parties from the
5 Released Claims.

6 19. Upon the Effective Date and full funding of the Gross Settlement Amount, and except
7 as to the rights and obligations created by the Settlement Agreement, Plaintiff and Aggrieved
8 Employees, individually and on behalf of their heirs, executors, administrators, representatives,
9 attorneys, successors and assigns, and the State of California, on behalf of itself and its
10 administrators, representatives, and assigns, will be deemed to have knowingly and voluntarily
11 released and forever discharged Defendant and the Released Parties, to the full extent permitted
12 by law, of and from the Action and from any and all claims asserted and unasserted, arising during
13 the period from April 8, 2021 through either December 2, 2023, for civil penalties under California
14 Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under
15 PAGA, based on the factual allegations in the Complaint and in Plaintiff's April 8, 2022 PAGA
16 Notice, including failure to pay minimum wages, failure to pay overtime wages, failure to provide
17 compliant meal periods and associated premiums, failure to provide compliant rest periods and
18 associated premiums, failure to timely pay wages during employment, failure to timely pay wages
19 upon termination, failure to keep maintain requisite payroll records, failure to furnish accurate
20 itemized wage statements, failure to indemnify or reimburse necessary business expenses, failure
21 to provide one days' rest in a seven-day workweek, failure to accurately provide the requisite
22 notice pursuant to Labor Code § 2810.5, and failure to provide reporting time pay, and for
23 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551,
24 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and all applicable Industrial Welfare
25 Commission Wage Orders, including Wage Orders 4-2001, 5-2001, and 9-2001.

26 20. No individualized notice of this Order and Judgment is required to be provided to
27 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the
28 online system established for the filing of notices and documents, in conformity with California

1 Labor Code § 2699(1)(3).

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

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

9
10 Dated: Aug 1, 2024



11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The Honorable Ronald F. Frank
Judge of the Superior Court

EXHIBIT 1

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are or were an hourly-paid, non-exempt employee of South Bay Home Care, Inc. at any time between April 8, 2021 through [December 2, 2023 or the date of Court Approval], you are entitled to receive money from a Settlement brought under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why Am I Getting This Notice?

A settlement (the “Settlement”) has been reached in a representative action lawsuit entitled *Rhonda Mims v. South Bay Home Care, Inc.*, Los Angeles County Superior Court Case No. 22TRCV00559 (the “Action” or “Lawsuit”). The defendant in the Action is South Bay Home Care, Inc. (“Defendant”). The Action was brought by Plaintiff Rhonda Mims (“Plaintiff”), a former employee of Defendant, on behalf of the State of California and all alleged “Aggrieved Employees,” defined as all current and former hourly-paid, non-exempt employees who were employed by Defendant in the State of California at any time between April 8, 2021 through [December 2, 2023 or the date of Court Approval] (the “PAGA Period”).

The Court has granted approval of the settlement amount to be paid by Defendant for settlement of the Action for civil penalties under PAGA.

Defendant’s employment records indicate that you meet the definition of an Aggrieved Employee. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights.

This Notice explains the Lawsuit, the Settlement, your legal rights, and what benefits are available.

2. What is This Lawsuit About?

On April 8, 2022, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that she contends were violated (the “PAGA Notice”). On July 7, 2022, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq (the “Complaint”). Plaintiff filed the Action as a Private Attorney General on behalf of the State of California and sought penalties on behalf of herself, the State, and all current and former hourly-paid, non-exempt employees of Defendant within the PAGA Period. Plaintiff alleges that Defendant owed penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. (“PAGA”). In agreeing to this settlement, Defendant does not admit to any wrongdoing or that it is liable in any way for any civil penalties under PAGA.

3. Why is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. Plaintiff and Plaintiff’s attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.

4. What Are the Terms of the Settlement?

Defendant will pay Four Hundred Forty-Three Thousand Dollars and Zero Cents (\$443,000.00) to settle the Action (the “Gross Settlement Amount”). The Gross Settlement Amount includes: (a) all Individual PAGA Payments to be paid to Aggrieved Employees (“Aggrieved Employees’ Payment”); (b) Plaintiff’s Incentive Payment; (c) a payment to the LWDA for civil penalties brought under PAGA; (d) Plaintiff’s Counsel’s attorneys’ fees and costs; and (e) the reasonable fees and costs of the Settlement Administrator.

After deductions are made from the Gross Settlement Amount for Plaintiff’s Incentive Payment, Plaintiff’s Counsel’s attorneys’ fees and costs, and the reasonable fees and costs of the Settlement Administrator, the remaining money (the “Net Settlement Amount”) will be split between the LWDA and the Aggrieved Employees. The law requires that 75% of the Net Settlement Amount be paid to the LWDA. The remaining 25% of the Net Settlement Amount will be paid out to the Aggrieved Employees.

No portion of the Gross Settlement Amount will be returned to Defendant.

5. How Much Am I Receiving?

Each Aggrieved Employee will receive a *pro rata* share of the Aggrieved Employees' Payment based on the number of pay periods the Aggrieved Employee worked for Defendant as an hourly-paid, non-exempt employee during the PAGA Period. Any pay period in which an Aggrieved Employee worked at least one day shall be counted as a pay period.

To calculate each Aggrieved Employee's Individual PAGA Payment, the Aggrieved Employees' Payment was divided by the aggregate total number of Eligible Pay Periods of all Aggrieved Employees, resulting in the "Pay Period Value." Each Aggrieved Employee's Individual PAGA Payment was then calculated by multiplying his or her individual Eligible Pay Periods by the Pay Period Value.

Your Eligible Pay Periods are:

Your Individual PAGA Payment is: \$

The Settlement checks will be valid for 180 days after they are issued. After 180 days, the Settlement checks will be void. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their Settlement checks until such time as they claim their funds.

6. What Claims are Being Released by the Settlement?

A Judgment has been entered by the Court. Upon funding of the Gross Settlement Amount, all Aggrieved Employees will have released the Released Parties from the Released Claims for the PAGA Period, which is defined as the period of time between April 8, 2021 through December 2, 2023 or the date of Court Approval.

The Released Parties include Defendant South Bay Home Care, Inc., commonly referred to as Always Best Care Senior Services and Always Best Care South Bay, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The Released Claims include any and all claims or causes of action for penalties under PAGA, whether known or unknown, that Plaintiff or any Aggrieved Employee had, now has, has asserted, or may hereafter assert against Defendant or any Released Parties that are based on, or arise from, the factual allegations in the Complaint or the PAGA Notice, during the PAGA Period, including PAGA claims for violation 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, 2802, 2810.5, claims for reporting time pay, and all applicable Industrial Welfare Commission Wage Orders, including Wage Orders 4-2001, 5-2001, and 9-2001, and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. Aggrieved Employees cannot opt out of or object to the foregoing PAGA Release.

If you have questions, you can call the Settlement Administrator at or you may contact Plaintiff's attorneys:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

Jill J. Parker, Esq.
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833

PLEASE DO NOT TELEPHONE THE COURT ABOUT THIS SETTLEMENT
The Court will not be able to assist you.