

PLAINTIFF/PETITIONER: Luisa Perez
 DEFENDANT/RESPONDENT: Fresno Postacute Care, LLC

CASE NUMBER:
 22CECG02916

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 Please see attached Proof of Service

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 16, 2025

Timothy Betancourt

(TYPE OR PRINT NAME OF DECLARANT)



Timothy Betancourt

(SIGNATURE OF DECLARANT)

EXHIBIT A

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Tara Zabehi (SBN 314706)
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

RECEIVED
9/2/2025 4:06 PM
FRESNO COUNTY SUPERIOR COURT
By: Valerie Santana, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

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

Plaintiff,

vs.

FRESNO POSTACUTE CARE, LLC, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22CECG02916

Honorable Kristi Culver Kapetan
Department 502

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, *ET SEQ.*) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: August 26, 2025
Time: 3:30 p.m.
Department: 502

Complaint Filed: September 15, 2022
Trial Date: None Set

1 This matter has come before the Honorable Kristi Culver Kapetan in Department 502 of the Superior
2 Court of the State of California, for the County of Fresno, on August 26, 2025, on Plaintiff Luisa Perez's
3 ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*)
4 Settlement Agreement and Award of Attorneys' Fees and Costs, and Settlement Administration Costs
5 ("Motion for Approval of Settlement").

6 On or around May 29, 2024, Plaintiff and Defendant (together, the "Parties") executed the Private
7 Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or
8 "Agreement").

9 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
10 Declarations of Plaintiff's Counsel Tara Zabehe, Plaintiff Luisa Perez, and Proposed PAGA Settlement
11 Administrator (Lisa Mullins), and (3) the Settlement Agreement.

12 Having duly considered the Parties' papers and oral argument, and good cause appearing,

13 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

14 1. The Motion for Approval of Settlement is granted, with the exception of the \$7,500 allocation
15 to Plaintiff.

16 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.

17 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
18 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
19 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
20 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
21 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
22 2699.3(a).

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

26 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:

27 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
28 State of California during the PAGA Period.

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

3 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
4 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
5 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
6 Amount shall be the Total Settlement Amount (\$141,128.63) less the approved Attorneys' Fees and Costs
7 to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), and Settlement Administration Costs to ILYM Group,
8 Inc. (the "PAGA Settlement Administrator"). Seventy-five percent (75%) of the Net Settlement Amount
9 shall be distributed to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement
10 Amount shall be distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this
11 Order and Judgment and the Settlement Agreement.

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

16 9. The Court approves the payment of \$49,395.02 to Lawyers *for* Justice, PC for attorneys' fees.
17 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
18 Order and Judgment and the Settlement Agreement.

19 10. The Court approves the payment of \$5,269.58 to Lawyers *for* Justice, PC for reimbursement
20 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
21 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

22 11. The amount of \$7,500.00 to Plaintiff Luisa Perez, originally allocated as part of her General
23 Release Fee, shall be added back into the Net Settlement Amount as the Court declines to approve the
24 \$7,500.00 General Release Fee and thus Plaintiff is no longer providing a General Release under California
25 Civil Code Section 1542.

26 12. The Court approves payment up to the amount of \$6,000.00 to ILYM Group, Inc. for the
27 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
28 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
2 Judgment and the Settlement Agreement.

3 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
4 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA
5 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
6 it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual
7 Settlement Share”).

8 15. Subject to the Court’s order granting approval of the Settlement, payment shall be made by
9 Defendant by transmitting the required sums to a qualified settlement account established by the PAGA
10 Settlement Administrator for administration of this Settlement, in two equal installments, according to the
11 following payment plan: (1) The First Installment Payment is due within 4 months of the Court’s order
12 granting approval of this Settlement Agreement (“The First Installment Payment”); and (2) The Second
13 Installment Payment is due within 4 months after the First Installment Payment (“The Second Installment
14 Payment.

15 16. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant
16 will provide the PAGA Settlement Administrator with the PAGA Employee List, in accordance with this
17 Order and Judgment and the Settlement Agreement.

18 17. No later than ten (10) calendar days after the PAGA Settlement Administrator receives the
19 Aggrieved Employees List and The First Installment Payment Amount, the PAGA Settlement Administrator
20 will mail the agreed-upon Cover Letter and Individual Settlement Share checks to all Aggrieved Employees.

21 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
22 for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled
23 checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller’s
24 Office Unclaimed Property Division, in the name of the Aggrieved Employee(s) at issue and in the amount
25 of his or her respective Individual Settlement Share(s).

26 19. No later than ten (10) calendar days after the PAGA Settlement Administrator receives The
27 Second Installment Payment, the PAGA Settlement Administrator shall transmit the LWDA Payment to the
28 LWDA.

1 20. No later than ten (10) calendar days after the PAGA Settlement Administrator receives The
2 Second Installment Payment, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and
3 Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel.

4 21. No later than ten (10) calendar days after the PAGA Settlement Administrator receives The
5 Second Installment Payment, the PAGA Settlement Administrator shall transmit the Settlement
6 Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved
7 Employees.

8 22. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
9 the entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiff and the State
10 of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily
11 released and forever discharged the Released Parties from the Released Claims.

12 23. "Released Parties" means Defendant, including Defendant's parent corporation, affiliates,
13 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former
14 employees, attorneys, officers, directors and agents thereof, both individually and in their business
15 capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and
16 insurers of such plans and programs.

17 24. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
18 penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and
19 costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not
20 limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal
21 periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure
22 to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide
23 compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and
24 failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code
25 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198,
26 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001
27 and 5-2001.

28 25. "PAGA Period" means the period June 29, 2021 to January 15, 2024.

1 26. No individualized notice of this Order and Judgment is required to be provided to the
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
3 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

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5 Date: 9/12/2025

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7 Honorable Kristi Culver Kapetan
8 Judge of the Fresno County Superior Court
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On September 16, 2025, I served the foregoing documents described as:

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on interested parties in this action by Electronic Service as follows:

José-Manuel A. De Castro (jmdecastro@decastrolawgroup.com)

David G. Lamore (dlamore@decastrolawgroup.com)

Lori V. Minassian (lminassian@decastrolawgroup.com)

DE CASTRO LAW GROUP, P.C.

7590 N. Glenoaks Blvd., Suite 201

Los Angeles, CA 91504

Additional Email: ykarimi@decastrolawgroup.com

Attorneys for Defendant Fresno Postacute Care, LLC

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 16, 2025, at Glendale, California.



Timothy Betancourt