

**BLUMENTHAL NORDREHAUG BHOWMIK  
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SACRAMENTO**

VALERIE RAYMOND, on behalf of  
the State of California, as a private  
attorney general,

Plaintiff,

v.

SACRAMENTO RIVER  
HEALTHCARE LLC, a Limited  
Liability Company; SOUTH BAY  
HEALTHCARE, INC., a Corporation;  
THE PENNANT GROUP, INC., a  
Corporation, and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 34-2022-00329085

**NOTICE OF ENTRY OF JUDGMENT**

Hearing Date: June 28, 2024  
Hearing Time: 9:00 a.m.

Judge: Hon. Jill Talley  
Dept.: 23

Action Filed: October 21, 2022  
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on July 16, 2024, the Court entered the Order and  
3 Judgment Approving PAGA Settlement in the above-entitled action. A true and correct copy of the  
4 Judgment is attached hereto as Exhibit #1.

5 Respectfully submitted,

6  
7 Dated: July 16, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

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9 By: /s/ Kyle Nordrehaug  
Kyle R. Nordrehaug  
10 Attorneys for Plaintiff  
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**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On July 16, 2024, I served the document(s) described as:

**1. NOTICE OF ENTRY OF JUDGMENT**

X **(BY ELECTRONIC SERVICE):** I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

LITTLER MENDELSON, P.C.

Angela Rafoth

Robert Geiger

Emily Mertes

333 Bush Street 34th Floor

San Francisco, California 94104

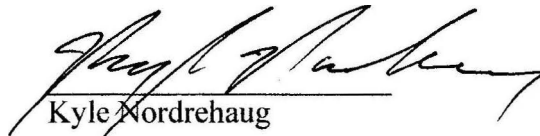
Emails: [arafoth@littler.com](mailto:arafoth@littler.com); [rgeiger@littler.com](mailto:rgeiger@littler.com); [Emertes@littler.com](mailto:Emertes@littler.com);

[jvenegas@littler.com](mailto:jvenegas@littler.com); [chgoodman@littler.com](mailto:chgoodman@littler.com)

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 16, 2024 at San Diego, California.

  
Kyle Nordrehaug

**EXHIBIT #1**

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

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Attorneys for Plaintiff

**FILED**  
Superior Court of California  
County of Sacramento  
**07/16/2024**  
T. Shaddix, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SACRAMENTO**

VALERIE RAYMOND, on behalf of  
the State of California, as a private  
attorney general,

Plaintiff,

v.

SACRAMENTO RIVER  
HEALTHCARE LLC, a Limited  
Liability Company; SOUTH BAY  
HEALTHCARE, INC., a Corporation;  
THE PENNANT GROUP, INC., a  
Corporation, and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 34-2022-00329085-CU-OE-GDS

**~~PROPOSED~~ ORDER AND JUDGMENT  
APPROVING PAGA SETTLEMENT**

Hearing Date: June 28, 2024  
Hearing Time: 9:00 a.m.

Judge: Hon. Jill Talley  
Dept.: 23

Action Filed: October 21, 2022  
Trial Date: Not set

1 **ORDER AND JUDGMENT**

2 Plaintiff Valerie Raymond ("Plaintiff") moves for approval of the settlement of Plaintiff's  
3 claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to  
4 California Labor Code § 2699(1), against Defendants Sacramento River Healthcare, LLC, South Bay  
5 Healthcare, Inc., and The Pennant Group, Inc. ("Defendants").

6 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in  
7 this action and is authorized to act as private attorney general with respect to the PAGA claims being  
8 released under the terms of the PAGA Settlement Agreement ("Settlement Agreement"), which is  
9 incorporated by reference. The California Labor Workforce Development Agency was provided  
10 with notice of the Settlement and the motion for approval of the PAGA settlement via its online  
11 process and no objection has been received to the settlement or the motion from the Labor  
12 Workforce Development Agency.

13 The Parties seek approval of the settlement of Plaintiff's PAGA claims and the PAGA  
14 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed  
15 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of  
16 \$325,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed  
17 \$6,000) for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the  
18 amount of \$108,333.00 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation  
19 Expenses Payment in the amount of \$25,000. The PAGA Payment, which is the amount remaining  
20 of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment,  
21 PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment, shall be allocated  
22 to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which  
23 75% of the payment will be paid to the LWDA (no less than \$139,250.25) and 25% will be paid to  
24 the Aggrieved Employees (no less than \$46,416.75).

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,  
26 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff's motion and approves the  
27 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be  
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1 allocated and paid out as set forth in the Settlement Agreement.

2 The “Aggrieved Employees” are defined as all hourly-paid, non-exempt employees who are  
3 or previously were employed by First Call Hospice and Palliative Care or South Bay Healthcare, Inc.  
4 dba Sequoia Home Health and Hospice in the State of California during the PAGA Period. The  
5 PAGA Period is the period from August 10, 2021 through January 29, 2024, or an alternative date to  
6 be selected by Defendants, at their sole discretion, subject to the provisions set forth in paragraph 8  
7 of the Agreement.

8 Upon the Effective Date of this Order and Judgment, Defendants and the Released Parties (as  
9 defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released PAGA  
10 Claims. The “Released PAGA Claims” are all claims for civil PAGA penalties predicated on Labor  
11 Code sections 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512,  
12 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section  
13 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), Violation  
14 of Applicable Industrial Welfare Commission Wage Order(s) pursuant to California Labor Code  
15 section 2699.5, including but not limited to costs and attorneys’ fees related thereto, that were  
16 alleged in Plaintiff’s PAGA Notice and/or the Operative Complaint filed in this action, as well as the  
17 claims for civil penalties that could have been sought by the Labor Commissioner for the violations  
18 of the California Private Attorneys General Act of 2004 identified in Plaintiff’s PAGA Notice and/or  
19 Operative Complaint, and those based upon the facts alleged in the PAGA Notice and/or the  
20 Operative Complaint that occurred during the PAGA Period. The Released PAGA Claims does not  
21 include all other claims, including claims for vested benefits, wrongful termination, violation of the  
22 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’  
23 compensation, California class claims, and PAGA claims outside of the PAGA Period.

24 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,  
25 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or  
26 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,  
27 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any  
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1 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including  
2 this Order) shall not be construed to be an admission by Defendants of any liability or wrongdoing  
3 as to Plaintiff, the Aggrieved Employees, or any other person, and Defendants specifically disclaim  
4 any such liability or wrongdoing.

5 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of  
6 this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain  
7 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,  
8 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for  
9 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with  
10 the distribution of settlement benefits.

11 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**  
12 **ENTERED ACCORDINGLY.**

13  
14 DATED: 07/16/2024

  
\_\_\_\_\_  
THE HONORABLE JILL TALLEY  
JUDGE OF THE SUPERIOR COURT

