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**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.**

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14 DATED: _____

15 THE HONORABLE JILL TALLEY
16 JUDGE OF THE SUPERIOR COURT
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