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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

PHETSAMONE SOLIS, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

PIONEER HOMECARE INC; and DOES 1
through 20, inclusive,

Defendants.

Case No. 30-2022-01275365-CU-OE-CXC

Assigned for all purposes to:

Hon. William D. Claster

Dept. CX101

**SUPPLEMENTAL BRIEF IN SUPPORT
OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: April 11, 2025

Time: 9:00 a.m.

Dept.: CX101

1 **I. INTRODUCTION**

2 Plaintiff Phetsamone Solis (“Plaintiff”) provides this Supplemental Brief in response to the
3 Court’s tentative ruling on Plaintiff’s Motion for PAGA Settlement. Concurrently with this Brief,
4 Plaintiff submits the Supplemental Declaration Of Jessica L. Campbell In Support Of Motion For
5 Approval of PAGA Settlement (“Campbell Decl.”) with the following exhibits:

6 The revised PAGA Settlement Agreement (“Settlement”) is attached to the Campbell Decl.
7 as **Exhibit 1**, with the Notice to PAGA Employees included as **Exhibit A**. The Campbell Decl.
8 also includes the following exhibits:

- 9 - **Exhibit 2:** Redlined version of the Settlement.
10 - **Exhibit 3:** Plaintiff’s Individual Settlement Agreement.
11 - **Exhibit 4:** Confirmation email from the LWDA proving Plaintiff’s Counsel served the
12 revised Settlement and supplemental papers on the LWDA.
13

14 **II. THE COURT’S TENTATIVE RULING**

15 **A. The Settlement.**

16 **Issue 1: Release**

17 “The settlement releases PAGA claims based on a failure to reimburse business
18 expenses. This predicate Labor Code violation doesn’t appear to have been mentioned in the
19 pre-filing LWDA letter or in the operative complaint. Can the Court approve a release of
20 this predicate violation when the LWDA wasn’t given pre-filing notice?”

21 **Issue 1 Response:**

22 The parties have amended the settlement release to remove the release for the failure to
23 reimburse business expenses. (See Campbell Decl., Exhibit 2 at § 5.2)

24 **Issue 2: Installment Payments**

25 “Why is installment funding of the GSA necessary? If Defendant’s financial condition
26 requires installment funding, Defendant is to provide a declaration explaining its financial
27 condition. If this declaration should remain confidential, Defendant may follow the Rules of
28

1 **Court regarding sealing.”**

2 **Issue 2 Response:**

3 Defendant provided the Declaration of Peter Montinola, its Chief Executive Officer,
4 Secretary, and Chief Financial Officer. The Declaration includes the following points:

- 5 • In calendar year 2024, Pioneer Homecare had an operating loss of \$475,180.
- 6 • In January and February 2025, Pioneer Homecare has had an operating loss of \$2,023.
- 7 • In 2024, Pioneer Homecare had an average balance of \$9,071.67 in its bank account.
- 8 • Due to its financial condition, Pioneer Homecare has had difficulty paying many of its
- 9 financial obligations over the past year.
- 10 • In addition, Pioneer Homecare has been forced by its financial condition to reduce the
- 11 number of administrative/office employees from 12 to 6 over the past year to reduce its
- 12 losses and hopefully be able to pay its obligations going forward.

13 (See Declaration of Peter Montinola, ¶¶ 2-4.)

14 **Issue 3: Individual Settlement.**

15 **“Per a status conference statement at ROA 46, the parties’ mediation covered both**
16 **the PAGA claim and Plaintiff’s individual claim. Did Plaintiff settle her individual claims?**
17 **If so, the Court must review the individual settlement to evaluate the fairness of the PAGA**
18 **settlement.”**

19 **Issue 3 Response:**

20 Plaintiff has submitted her individual settlement for the Court’s review. (See Campbell
21 Decl., Exhibit 3)

22 **Issue 4: Pay Period Count.**

23 **“What is the actual number of pay periods worked? Is the escalator triggered? ”**

24 **Issue 4 Response:**

25 Defendant provided the Declaration of Brian Sinclair, which states the PAGA Pay periods
26 were calculated through the date of mediation, which is also the end of the PAGA Period, as 7,129
27 pay periods. (See Sinclair Decl., ¶¶ 2-3.) Plaintiff’s counsel double checked the calculation using
28 the spreadsheet of hire and termination dates produced for mediation. Plaintiff’s counsel confirmed

1 the escalator cannot possibly be triggered unless Defendant hired at least 238 employees between
2 March 12, 2024 and April 23, 2024 (238 employees x 3 pay periods each = 714 additional pay
3 periods), which is extremely unlikely given the total current employee workforce as of the date of
4 the data production was only 70 employees. As such, Plaintiff's counsel feel confident that the
5 escalator will not be triggered. (Campbell Decl., ¶ 3.)

6 **Class Notice.**

7 **Issue 5: Class Notice Translation.**

8 **“Is notice required in any languages other than English?”**

9 **Issue 5 Response:**

10 No. Defendant provided the Declaration of Peter Montinola, its Chief Executive Officer,
11 Secretary, and Chief Financial Officer. The Declaration confirms the aggrieved employees were/are
12 able to read and speak English. (See Declaration of Peter Montinola, ¶ 7.)

13 Additionally, Plaintiff's counsel believe notice in English is sufficient because Plaintiff's
14 investigation indicates Defendant's employees were required to understand English as part of their
15 job requirements. For example, the Time Sheets produced for mediation include detailed
16 instructions in English, such as verifying whether they are familiar with client care plans and
17 medication procedures, and requiring employees to mark which tasks they perform during their
18 caregiving session, such as bathing, toileting, light housekeeping, cooking/meal prep, dressing,
19 ambulation/transferring, feeding, med. reminder, grooming, incontinence care, errands/shopping,
20 oral care/hygiene, exercise assistance, all of which are written in English. Defendant also produced
21 the employee handbook and several policy documents for mediation, informing employees of the
22 employer's expectations, all of which were in English. (Campbell Decl., ¶ 4.)

23 **Issue 6: Class Notice and Settlement Format.**

24 **“If any changes are made to the agreement, please ensure corresponding changes are**
25 **made to the notice.”**

26 **Issue 6 Response:**

27 No corresponding changes to the notice were necessary. (See Campbell Decl., Exhibit A.)
28

1 **Issue 7: Class Notice Format.**

2 **“The font size in the actual notice may not be smaller than the font size in the**
3 **proposed notice provided to the Court.”**

4 **Issue 7 Response:**

5 The Parties will ensure that the font size does not change.

6
7
8 Dated: April 1, 2025

AEGIS LAW FIRM, PC

9 By /s/ Jessica L. Campbell

 Jessica L. Campbell
10 Attorneys for Plaintiff Phetsamone Solis