

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)
Kyle R. Nordrehaug (SBN #205975)
Aparajit Bhowmik (SBN #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

CYNTHIA KOSNIKOWSKI, on behalf of
the State of California, as a private attorney
general,

Plaintiff,

vs.

HONOR HOME CARE SERVICES
CALIFORNIA, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **CGC-22-602974**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: September 9, 2024
Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer
Dept.: 302

Action Filed: November 15, 2022
Trial Date: Not Set

1
2 **ORDER AND JUDGMENT**

3 Plaintiff Cynthia Kosnikowski (“Plaintiff”) moves for approval of the settlement of
4 Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”),
5 pursuant to California Labor Code § 2699(l), against Defendant Honor Home Care Services
6 California, Inc. (“Defendant”).

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

14 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
15 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
16 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
17 \$980,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed
18 \$15,000) for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the
19 amount of \$326,667 (one-third of the Gross Settlement Amount), a Service Award in the amount of
20 \$5,000, and PAGA Counsel Litigation Expenses Payment in the amount of \$22,225.47. The PAGA
21 Payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of
22 the Administration Expenses Payment, the Service Award and PAGA Counsel Fees Payment and
23 PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties,
24 including other civil penalties specified in the Labor Code, of which 75% of the payment will be
25 paid to the LWDA (no less than \$456,249.75) and 25% will be paid to the Aggrieved Employees (no
26 less than \$152,083.25).

27 The Court, having reviewed the evidence and papers submitted and argument of counsel,
28

1 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff's motion and approves the
2 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
3 allocated and paid out as set forth in the Settlement Agreement.

4 The "Aggrieved Employees" are defined as all individuals who are or were employed by
5 defendant Honor Home Care Services of California, Inc. in California and classified as a non-exempt
6 employee at any time during the PAGA Period. The PAGA Period is the period from September 8,
7 2021, through July 12, 2024.

8 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount,
9 Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall be entitled
10 to a release of the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA
11 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
12 Operative Complaint, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred
13 during the PAGA Period. The Released PAGA Claims does not include all other claims including
14 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
15 unemployment insurance, disability, social security, workers' compensation, and California class
16 claims, and PAGA claims outside of the PAGA period.

17 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
18 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
19 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
20 ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any
21 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
22 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as
23 to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any
24 such liability or wrongdoing.

25 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of
26 this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
27 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
28

1 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
2 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
3 the distribution of settlement benefits.

4 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
5 **ENTERED ACCORDINGLY.**

6
7 DATED: _____

8 THE HONORABLE RICHARD B. ULMER
9 JUDGE OF THE SUPERIOR COURT
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28