

PLAINTIFF/PETITIONER: Tierra Franklin
 DEFENDANT/RESPONDENT: Pomona Healthcare & Wellness Center, LLC

CASE NUMBER:
 22PSCV02847

**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*):

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:

 (TYPE OR PRINT NAME OF DECLARANT)

 (SIGNATURE OF DECLARANT)

EXHIBIT A

Electronically Received 09/17/2024 03:08 PM

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brittany Shaw (SBN 331773)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles
10/21/2024

David W. Slayton, Executive Officer / Clerk of Court

By: D. Keith Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

POMONA HEALTHCARE & WELLNESS
CENTER, LLC, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22PSCV02847

Honorable Christian R. Gullon

Department O

~~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, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release Fee, and
Settlement Administration Costs; Declaration of
Plaintiff's Counsel (Brittany Shaw); Declaration of
Plaintiff (Tierra Franklin)]

Reservation ID: 157614437969
Date: October 21, 2024
Time: 10:00 a.m.
Department: O

Complaint Filed: December 12, 2022
Trial Date: None Set

~~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,
GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Christian R. Gullon in Department O of the Superior
2 Court of the State of California, for the County of Los Angeles, on October 21, 2024, at 10:00 a.m., on
3 Plaintiff Tierra Franklin’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor
4 Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee,
5 and Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC
6 appeared for Plaintiff and Fisher Phillips appeared for Defendants Rockport Healthcare Support Servies,
7 LLC, and Novato Healthcare Centre, LLC (hereinafter “Defendants”).

8 On or around September 17, 2024, Plaintiff and Defendants (collectively, the “Parties”) executed the
9 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement”
10 or “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Brittany Shaw and Plaintiff Tierra Franklin, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

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

- 16 1. The Motion for Approval of Settlement is granted.
- 17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
20 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).
- 24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action (“Action”).

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1 5. The Aggrieved Employees who are covered under the Settlement consist of the following
2 individuals:

3 All current and former hourly-paid or non-exempt employees who worked for Defendant at
4 Defendant's Pomona Healthcare & Wellness Center, LLC location in the State of California
during the PAGA Period ("Aggrieved Employees").

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

7 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
9 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
10 Amount shall be the Total Settlement Amount (\$351,862.00) less the approved Attorneys' Fees and Costs
11 to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and Settlement
12 Administration Costs to Phoenix Settlement Administrator (the "PAGA Settlement Administrator").
13 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA
14 Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
15 Aggrieved Employees in accordance with this Order and Judgment and the Settlement Agreement.

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

20 9. The Court approves the payment of \$123,151.70 to Lawyers *for* Justice, PC for attorneys'
21 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
22 with this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$2,929.15 to Lawyers *for* Justice, PC for reimbursement
24 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
25 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 11. The Court approves payment in the amount of \$15,000.00 to Plaintiff Tierra Franklin for her
2 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
3 in accordance with this Order and Judgment and the Settlement Agreement.

4 12. The Court approves payment up to the amount of \$7,500.00 to Phoenix Settlement
5 Administrators for the Settlement Administration Costs. This amount shall be paid from the Total
6 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
7 Agreement.

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

10 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
11 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA
12 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
13 it distributes their share of the twenty-five percent (25%) of the Net Settlement Amount to be distributed to
14 the Aggrieved Employees (“Employee’s Portion”).

15 15. Within thirty (30) calendar days of the Court’s order granting approval of the Settlement,
16 Defendant will transmit the Total Settlement Amount to a qualified settlement account established by the
17 PAGA Settlement Administrator for administration of the Settlement.

18 16. No later than seven (7) calendar days of the Court’s order granting approval of the Settlement,
19 Defendant will provide the PAGA Settlement Administrator with a list of all Aggrieved Employees
20 (“Aggrieved Employees List”), containing the following information for each Aggrieved Employee: (i) first
21 and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; (v)
22 and Compensable Pay Periods, in accordance with this Order and Judgment and the Settlement Agreement.

23 17. No later than fourteen (14) calendar days after the PAGA Settlement Administrator has
24 received the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator
25 shall mail the Court-approved Cover Letter and Individual Settlement Share checks (together, the “PAGA
26 Settlement Package”) to all Aggrieved Employees, transmit the LWDA Payment to the LWDA, transmit the
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General Release Fee to the Plaintiff, and transmit the Attorneys' Fees and Costs to Plaintiff's Counsel as provided for by this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) calendar days after the Settlement Administrator has received the PAGA Settlement Member List and Total Settlement Amount and disbursed the PAGA Settlement Package to the Aggrieved Employees, the Settlement Administrator shall distribute payment to itself for the Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement.

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

20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from the Released Claims.

21. "Released Parties" is Defendant, Rockport Administrative Services, LLC, and Rockport Healthcare Support Services, LLC, including each of their parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

22. "Released Claims" to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to

1 timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to
2 maintain complete and accurate payroll records, and failure to reimburse necessary business-related
3 expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.7,
4 510, 512, 512(a), 551, 552, 558, 1174, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial
5 Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001, and 5-2001.

6 23. "PAGA Period" means the period October 6, 2021 to May 24, 2024.

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

10 Date: 10/21/2024



11 
12 Honorable Christian R. Gullon
13 Judge of the Los Angeles Superior Court
14 Christian R. Gullon / Judge
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EXHIBIT 1

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Tierra Franklin v. Pomona Healthcare & Wellness Center, LLC*, Los Angeles Superior Court Case No. 22PSSCV02847

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Tierra Franklin v. Pomona Healthcare & Wellness Center, LLC*, Los Angeles Superior Court Case No. 22PSSCV02847 (“Action”).

The lawsuit was filed on December 12, 2022 by Tierra Franklin (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on October 6, 2022, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, thereby initiating LWDA Case Number LWDA-CM-912411-22 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant Pomona Healthcare & Wellness Center, LLC (“Defendant”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period [Insert PAGA Period] (“Aggrieved Employees”). The period [Insert PAGA Period] is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, Rockport Healthcare Support Services, LLC, and Rockport Administrative Services, LLC, including each of their parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

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

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

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 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On October 22, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Alden J. Parker (aparker@fisherphillips.com)
Corina Johnson (cjohnson@fisherphillips.com)
Grace Y. Horoupian (ghoroupian@fisherphillips.com)

FISHER & PHILLIPS LLP

621 Capitol Mall, Suite 1400
Sacramento, CA 95814

Telephone: (916) 210-0400/Fax: (916) 210-0401

Attorneys for Defendant

[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.

[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 October 22, 2024, at Glendale, California.



Timothy Betancourt