

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian St. John (SBN 304112)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Jill J. Parker (State Bar No. 274230)
jill@parkerminne.com
S. Emi Minne (State Bar No. 253179)
emi@parkerminne.com
Yasmin Wilber (State Bar No. 360905)
yasmin@parkerminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiffs Stephen Gibson
and Nicole Herron

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

STEPHEN GIBSON and NICOLE HERRON,
individually, and on behalf of other members of
the general public similarly situated and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiffs,

vs.

MERCY HOUSE LIVING CENTERS, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2023-01303453-CU-OE-CXC
(Lead Case)

Consolidated with Case No. 30-2023-
01303619-CU-OE-CXC

Honorable David A. Hoffer
Department CX103

CLASS ACTION

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND ENTERING
JUDGMENT**

Complaint Filed: January 24, 2023
FAC Filed: December 5, 2024
Trial Date: None Set

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

2 **PLEASE TAKE NOTICE THAT** on August 5, 2026, the above-entitled Court issued an
3 order granting Plaintiffs Stephen Gibson and Nicole Herron's ("Plaintiffs") Motion for Final Approval
4 of Class Action and PAGA Settlement. A true and correct copy of the Court's August 5, 2026 Order
5 Granting Final Approval of Class Action and PAGA Settlement and Entering Judgment is attached
6 hereto as Exhibit 1.

7 Dated: August 6, 2026

PARKER & MINNE, LLP

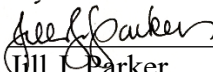
8
9 By: 
10 Will J. Parker
11 Attorneys for Plaintiffs
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

31883645

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Selena Matavosian (SBN 348044)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Jill J. Parker (State Bar No. 274230)
jill@parkerminne.com
S. Emi Minne (State Bar No. 253179)
emi@parkerminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiffs Stephen Gibson and Nicole Herron

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

STEPHEN GIBSON and NICOLE HERRON,
individually, and on behalf of other members of
the general public similarly situated and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

MERCY HOUSE LIVING CENTERS, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

AUG 05 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

Case No.: 30-2023-01303453-CU-OE-CXC
(Lead Case)

Consolidated with Case No. 30-2023-
01303619-CU-OE-CXC

Honorable David A. Hoffer
Department CX103

CLASS ACTION

[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND ENTERING
JUDGMENT

Date: August 3, 2026
Time: 1:30 p.m.
Dept.: CX103

Complaint Filed: January 24, 2023
FAC filed: December 5, 2024
Trial Date: None Set

1 **[PROPOSED] ORDER**

2 Plaintiff Stephen Gibson's ("Gibson") and Plaintiff Nicole Herron's ("Herron") (collectively,
3 "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement ("Motion") came on
4 for hearing on August 3, 2026 at 1:30 p.m. in Department CX103 of the above-entitled Court, located
5 at 751 W. Santa Ana Blvd, Santa Ana, California 92701. Parker & Minne, LLP and Lawyers for
6 Justice, PC appeared on behalf of Plaintiffs, and Paul Hastings LLP appeared on behalf of Mercy
7 House Living Centers ("Defendant").

8 On November 10, 2025, the Court issued a Minute Order granting Plaintiffs' Motion for
9 Preliminary Approval of Class Action and PAGA Settlement, thereby preliminarily approving the
10 settlement of the above-entitled Action in accordance with the Joint Stipulation of Class Action and
11 PAGA Settlement (the "Original Settlement Agreement") and the First Amendment to Joint
12 Stipulation of Class Action and PAGA Settlement (the "Amendment") (collectively, the Amendment
13 and the Original Settlement Agreement are referred to herein as the "Settlement" or "Settlement
14 Agreement"). Thereafter, on November 13, 2025, the Court entered the Order Granting Preliminary
15 Approval of Class Action and PAGA Settlement ("Preliminary Approval Order")

16 Due and adequate notice having been given to all Class Members and PAGA Members as
17 required in the Preliminary Approval Order, and the Court having considered the Settlement
18 Agreement, Plaintiffs' Motion and all documents submitted in support thereof, all papers filed and
19 proceedings had herein, and otherwise being fully informed and good cause appearing therefore,

20 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

21 1. Pursuant to California law, the Court hereby grants final approval of the Settlement
22 Agreement. The Settlement Agreement is hereby deemed incorporated into this Order and Judgment.
23 All terms used herein shall have the same meaning as defined in the Settlement Agreement.

24 2. This Court has jurisdiction over the subject matter of this Action and over all Parties
25 to this Action, including all Class Members and PAGA Members.

26 3. The Court finds that the requirements of California Code of Civil Procedure section
27 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and
28 the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement

1 purposes final. The Class is hereby defined to include:

2 All current and former hourly-paid or non-exempt employees who worked for
3 Defendant within the State of California at any time during the period from January 24,
4 2019 through November 10, 2025 in the State of California.

5 The PAGA Members are hereby defined to include:

6 All current and former hourly-paid or non-exempt employees who worked for
7 Defendant within the State of California at any time during the period from November
8 16, 2021 through November 10, 2025 in the State of California.

9 4. The Court hereby confirms Arby Aiwasian, Joanna Ghosh, Tara Zabehi, and Connie
10 Lee of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker & Minne, LLP as Class
11 Counsel.

12 5. The Court concludes that distribution of the Class Notice to the Class Members and
13 PAGA Members as set forth in the Settlement Agreement and the other matters set forth therein has
14 been completed in conformity with the Preliminary Approval Order and constituted the best notice
15 practicable under the circumstances. The Court concludes that the Administrator, Phoenix Settlement
16 Administrators, took all reasonable and necessary steps to locate and notify each Class Member and
17 PAGA Member of the Settlement Agreement, as required in the Preliminary Approval Order. The
18 Class Notice fully and accurately informed the Class of all material elements of the Settlement
19 Agreement and their opportunity to object or comment thereon; was the best notice practicable under
20 the circumstances; was valid, due and sufficient notice to all Class Members and PAGA Members;
21 and complied fully with the laws of the State of California, Federal Rules of Civil Procedure, the
22 United States Constitution, due process, and other applicable law. The Class Notice fairly and
23 adequately described the Settlement and provided Class Members and PAGA Members adequate
24 instructions and a variety of means to obtain additional information.

25 6. The Court hereby finds the Settlement Agreement was entered into in good faith
26 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. For the
27 reasons set forth in the Preliminary Approval Order, and in the proceedings at the Final Approval
28 hearing, which are adopted and incorporated herein by reference, the Court further finds that Plaintiffs

1 have satisfied the standards and applicable requirements for final approval of this class action
2 settlement under California law, including the provisions of California Code of Civil Procedure
3 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in
4 *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

5 7. The Court finds that the Settlement is, in all respects, fair, adequate, and reasonable,
6 and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement
7 was reached following meaningful formal and informal discovery and investigation by Class Counsel;
8 that the Settlement is the product of intensive, serious, and non-collusive arms-length negotiations
9 between the parties; and that the terms of the Settlement are in all respects fair, adequate, and
10 reasonable. In so finding, the Court has considered all of the evidence presented, including evidence
11 regarding the strength of Plaintiffs' claims, Defendant's potential exposure; the risk, expense,
12 complexity, and delay associated with further litigation; the risk of maintaining Plaintiffs' claims
13 through class certification, trial, and appeals; the amount offered in the Settlement and the benefit
14 provided to Class Members and PAGA Members; the extent of investigation and formal and informal
15 discovery completed; the experience and views of Class Counsel; and the absence of objections to the
16 Settlement, as well as other relevant factors. Accordingly, the Court hereby directs that the Settlement
17 be affected in accordance with the Settlement Agreement and the terms and conditions set forth in this
18 Judgment.

19 8. A full opportunity has been afforded to Class Members and PAGA Members to
20 participate in this hearing, and all persons wishing to be heard have been heard. Accordingly, the
21 Court determines that all Class Members who did not timely and properly request exclusion from the
22 Settlement ("Participating Class Members") are bound by the Settlement and by this Judgment.

23 9. The deadline for Class Members to request to be excluded from the Settlement
24 Agreement was February 3, 2026. The Court hereby finds that two (2) Class Members requested to
25 be excluded from the Class Settlement. The Court hereby finds that Class Members Sara Monique
26 Campas and Austin Mark Stewart have timely requested to be excluded from the Agreement and are
27 not bound by this Judgment.

28 10. The deadline for Class Members to submit written objections to the Settlement

1 Agreement was February 3, 2026. The Court hereby finds that there have been zero (0) objections to
2 the Settlement Agreement. The Court also finds that there were zero (0) objections at the hearing on
3 Final Approval.

4 11. After the occurrence of both the Effective Date and the full funding of the Gross
5 Settlement Amount, Plaintiffs and all Participating Class Members waive, release, and discharge
6 Defendant, and its past, present and/or future, direct and/or indirect, owners, officers, directors,
7 members, managers, employees, agents, representatives, attorneys, insurers, partners, investors,
8 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
9 successors, assigns, joint venturers, and Mercy House CHOD, Inc. (collectively, "Released Parties")
10 of any and all wage-related claims that were alleged in or which could have been alleged in the
11 Operative Complaint based on the factual allegations in the Operative Complaint, arising during the
12 Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure
13 to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC
14 Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections
15 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to
16 California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum
17 wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC
18 Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor
19 Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely
20 manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders;
21 (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code
22 section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records
23 pursuant to California Labor Code section 1174 and the IWC Wage Orders; (9) alleged failure to
24 reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802
25 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code
26 sections 17200, et seq.

27 12. Upon the Effective Date and the full funding of the Gross Settlement Amount,
28 Plaintiffs, on behalf of the State of California, and PAGA Members waive, release, and discharge

Released Parties of any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., arising during the PAGA Period, based on the factual allegations and legal theories in the Gibson PAGA Notice, Herron PAGA Notice, and Operative Complaint, for 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.

13. After the occurrence of both the Effective Date and the full funding of the Gross Settlement Amount, Gibson further releases the Released Parties from any and all wage-and-hour claims arising under the laws of the State of California, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated damages, and/or punitive damages (including, without limitation, claims under any applicable Industrial Welfare Commission Wage Order, the California Private Attorneys General Act, or any other provision of the California Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code S 17200 et seq.); the California Fair Employment and Housing Act; any state, civil, or statutory laws, including any and all human rights laws and laws against discrimination; any other federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of action; and any claims for interest, attorneys' fees, and/or costs. Gibson has expressly waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Gibson's Release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor

1 Code Sections 132(a) and 4553).

2 14. After the occurrence of both the Effective Date and the full funding of the Gross
3 Settlement Amount, Herron further releases the Released Parties from any and all wage-and-hour
4 claims arising under the laws of the State of California, including, without limitation, statutory,
5 constitutional, contractual, and/or common law claims for wages, damages, restitution, unreimbursed
6 expenses, equitable relief, penalties, liquidated damages, and/or punitive damages (including, without
7 limitation, claims under any applicable Industrial Welfare Commission Wage Order, the California
8 Private Attorneys General Act, or any other provision of the California Labor Code); Title VII of the
9 Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503 and
10 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the Fair Labor Standards Act;
11 the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Worker
12 Adjustment and Retraining Notification Act, as amended; the California Unfair Competition Law (Cal.
13 Bus. & Prof. Code § 17200 et seq.); the California Fair Employment and Housing Act; any state, civil,
14 or statutory laws, including any and all human rights laws; any other federal, state, or local statutes,
15 codes, or ordinances; any common law, contract law, or tort law cause of action; and any claims for
16 interest, attorneys' fees, and/or costs. Herron has expressly waived all rights and benefits afforded by
17 California Civil Code Section 1542, which provides:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
19 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
20 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
21 AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

22 Herron's Release specifically excludes claims for unemployment insurance, disability, social security,
23 and workers compensation (with the exception of claims arising pursuant to California Labor Code
24 Sections 132(a) and 4553) and also specifically excludes Herron's individual claims for
25 discrimination, wrongful termination, harassment and/or retaliation against Defendant and any of the
26 Released Parties and as previously alleged in Herron's charge with the Equal Employment
27 Opportunity Commission.

1 15. The Court finds the settlement payments provided for under the Settlement Agreement
2 to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Settlement
3 Agreement, the Court orders Defendant to fund the Gross Settlement Amount of \$650,000.00 in four
4 equal, annual installments. No later than thirty (30) days after the Effective Date (the "Initial Funding
5 Date"), Defendant will make an initial deposit (the "First Installment") of one-fourth of the Gross
6 Settlement Amount into an account established by the Settlement Administrator for administration of
7 the Settlement. No later than one year after the Initial Funding Date (the "Second Funding Date"),
8 Defendant will make a second deposit (the "Second Installment") of one-fourth of the Gross
9 Settlement Amount into the account established by the Settlement Administrator for administration of
10 the Settlement. No later than one year after the Second Funding Date (the "Third Funding Date")
11 Defendant shall deposit a third payment (the "Third Installment") of one-fourth of the Gross
12 Settlement Amount into the account established by the Settlement Administrator for administration of
13 the Settlement. No later than one year after the Third Funding Date (the "Fourth Funding Date")
14 Defendant shall deposit a fourth and final payment (the "Fourth Installment") of one-fourth of the
15 Gross Settlement Amount into the account established by the Settlement Administrator for
16 administration of the Settlement. The Court further orders Defendant to separately pay any and all
17 employer payroll taxes owed on the wages portion of the Individual Class Payments. Defendant shall
18 fund and the Settlement Administrator shall distribute these amounts in accordance with the terms of
19 the Settlement Agreement.

20 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence, and
21 argument submitted by Class Counsel, the Court hereby awards Attorneys' Fees in the amount of
22 \$195,000.00 and Litigation Costs in the amount of \$23,238.77 to Class Counsel from the Gross
23 Settlement Amount. The award of attorneys' fees and costs is the final payment for and complete
24 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any
25 other person or entity related to the Action. Any allocation of attorneys' fees and costs between and
26 among Class Counsel shall be made by the Administrator pursuant to the separate and independent
27 agreement between Class Counsel.

28 17. The Court hereby approves and orders a Class Representative Enhancement Award of

1 \$5,000.00 to Gibson from the Gross Settlement Amount in accordance with the terms of the Settlement
2 Agreement.

3 18. The Court hereby approves and orders a Class Representative Enhancement Award of
4 \$2,000.00 to Herron from the Gross Settlement Amount in accordance with the terms of the Settlement
5 Agreement.

6 19. The Court finds that the settlement of the Released PAGA Claims for \$65,000.00,
7 which is designated and allocated as penalties under the California Labor Code Private Attorneys
8 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further
9 approves allocation and payment of the PAGA Penalties as follows: \$48,750.00 (75% of \$65,000.00)
10 to the California Labor and Workforce Development Agency, and \$16,250.00 (25% of \$65,000.00) to
11 PAGA Members on a *pro rata* basis as set forth in the Settlement Agreement. One hundred percent
12 (100%) of the amounts distributed to PAGA Members as penalties under PAGA shall be reported on
13 an IRS Form-1099.

14 20. The Court also hereby approves and orders payment from the Gross Settlement Amount
15 for actual settlement administration expenses incurred by the Settlement Administrator, Phoenix
16 Settlement Administrators, in the amount of \$14,870.50.

17 21. The Court hereby approves and orders payment of Individual Class Payments from the
18 Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth in the
19 Settlement Agreement.

20 22. The Court also hereby approves and orders that any checks distributed from the Gross
21 Settlement Amount that remain uncashed one hundred and eighty (180) days after issuance shall be
22 void. If any settlement checks remain uncashed after the void date, the Administrator shall transmit
23 the funds represented by such checks to California State Controller's Unclaimed Property Fund in the
24 name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of the
25 California Code of Civil Procedure Section 384, subd. (b).

26 23. Without affecting the finality of this Judgment, the Court shall retain continuing
27 jurisdiction over this Action and the Parties, including all Class Members and PAGA Members, and
28 over all matters pertaining to the implementation and enforcement of the terms of the Settlement

1 Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure
2 section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
3 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall
4 be presented to the Court for resolution.

5 24. A final accounting hearing shall be held on **December 20, 2027 at 1:30 p.m.** or
6 _____ at _____ a.m./p.m. Class Counsel shall submit a
7 declaration on the disbursement of settlement payments at least sixteen (16) calendar days prior to the
8 final accounting hearing.

9 25. Plaintiffs shall file a formal notice of entry of this Judgment and serve the same on the
10 California Labor and Workforce Development Agency (LWDA).

11 26. Notice of this Judgment shall be posted by the Administrator, Phoenix Settlement
12 Administrators, on its website for a period of at least sixty (60) days.

13 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

14
15 Dated: 8/5/26

16 By: David A. Hoffer
17 The Honorable David A. Hoffer
18 Judge of The Superior Court
19
20
21
22
23
24
25
26
27
28