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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

15 SARA WILSHINSKY, individually, and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 SOUTHERN CALIFORNIA HEALTH &
20 REHABILITATION PROGRAM, a California
21 corporation, and DOES 1 through 10, inclusive,

22 Defendant

Case No.: 23STCV07577

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to Hon. David S.
Cunningham III, Dept. 11]

**[REVISED PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Filed with the Administrator's Supplemental
Declaration]

NACR re: Filing:

Date: January 17, 2025

Time: 8:30 a.m.

Dept.: 11

Action Filed: April 6, 2023

Trial Date: Not set

~~[REVISED PROPOSED]~~ FINAL APPROVAL ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On September 23, 2024, the Court entered an Order which granted Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Maria Loya ("Plaintiff") and Defendant Southern California Health & Rehabilitation Program ("Defendant," and together with Plaintiff, the "Parties"), in accordance with the Parties' Stipulation of Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement that was filed on May 30, 2024.

The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment of Class Counsel Fees Payment and Class Counsel Costs Payment, Class Representative Service Payment, Administration Expenses Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing, **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.

2. Plaintiff's Motion for Final Approval came before Department 11 of this Court, the Honorable David S. Cunningham III presiding, on January 9, 2025. At the motion hearing, the Court scheduled a Non-Appearance Case Review for January 17, 2025, re: Plaintiff's filing of a: (1)

1 supplemental administrator declaration as to the final number of responses received (if any) from
2 class members as of the December 20, 2024 extended response deadline; and (2) a revised proposed
3 final approval order that reduced the Class Representative Service Payment from \$7,500 to \$5,000.

4 3. The Court finds that the Settlement was made and entered into in good faith, the terms
5 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
6 investigation conducted by Plaintiff and her counsel of record (“Class Counsel”); is the result of
7 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
8 meets the requirements for final approval. In so finding, the Court has considered all the evidence
9 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
10 complexity of the claims presented; the likely duration of further litigation; the settlement amount
11 offered; the extent of investigation and discovery completed; and the experience and views of Class
12 Counsel. The Court has further considered the absence of any requests for exclusion from and
13 objections to the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
14 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

15 4. The Court certifies, for settlement purposes only, the following class (“Class”):
16 all persons who worked for Defendant as non-exempt, hourly paid employees in the State of
17 California at any time during the Class Period. The “Class Period” means April 6, 2019,
18 through May 24, 2024. Excluded from the Class are any Class Members who opted out of the
19 Settlement by sending the Administrator a valid and timely Request for Exclusion (“Non-
20 Participating Class Member”).

21 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
22 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
23 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
24 from the Settlement do not apply to the Released PAGA Claims.

25 6. The Released PAGA Claims shall bind the following individuals (“Aggrieved
26 Employees”):

27 all persons who worked for Defendant as non-exempt, hourly paid employees in the State of
28 California at any time during the PAGA Period. The “PAGA Period” means April 4, 2022,

1 through May 24, 2024.

2 7. The Court finds that Plaintiff has exhausted all administrative remedies required to
3 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
4 with respect to the Released PAGA Claims being released under the Settlement. The Court further
5 finds that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
6 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
7 therefore bound by this Final Order and the accompanying Judgment.

8 8. The deadline to submit a Request for Exclusion or to submit an Objection to the
9 Settlement was December 6, 2024, for the majority (375) of Class Members. The deadline to submit
10 a Request for Exclusion or to submit an Objection to the Settlement for the remaining 21 Class
11 Members was December 20, 2024.

12 9. No Requests for Exclusion were received. Accordingly, all 396 Class Members
13 remain in the Settlement Class and are bound by this Final Approval Order and the accompanying
14 Judgment.

15 10. The Court finds that a full opportunity has been afforded to Class Members to object
16 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
17 opportunity to object to the Settlement. No Objections were received, and no Class Members
18 appeared at the Final Approval Hearing to present any objections.

19 11. The Court-Approved Notice of Class Action and PAGA Settlement and Hearing Date
20 for Final Court Approval (the “Class Notice”), which was provided to the Class pursuant to the plan
21 for distribution described under the Settlement, conformed with the requirements of rules 3.766 and
22 3.769 of the California Rules of Court, and constituted the best notice practicable under the
23 circumstances, by providing individual and adequate notice of the proceedings and of the matters set
24 forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and
25 provided the Class Members with adequate instructions and a variety of means to obtain additional
26 information.

27 12. Release of Claims. Effective upon the Final Approval Order and Defendant’s payment
28 of the Gross Settlement Amount and its employer’s share of payroll taxes to the Administrator, the

1 following claims shall be released:

2 a. Released Parties. “Released Parties” means: Defendant and its respective parents,
3 subsidiaries and related entities, and each of their respective officers, directors,
4 shareholders, members, persons, employees, agents, servants, representatives,
5 attorneys, insurers, re-insurers, assigns, and affiliates and any and all other
6 entities with whom they have been, are now, or may hereafter be affiliated
7 (including, without limitation, any investment bankers, accountants, insurers,
8 reinsurers, attorneys and any past, present or future officers, directors and
9 employees), predecessors, successors, and assigns.

10 b. Plaintiff’s General Release. Plaintiff, and her respective former and present
11 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
12 assigns generally, release the Released Parties from any and all claims Plaintiff has
13 or may have against them that arose through the date of Preliminary Approval,
14 including, but not limited to, all claims that were or reasonably could have been
15 alleged in the Operative Complaint and/or Plaintiff’s PAGA Notice, based on the
16 facts contained therein (“Plaintiff’s General Release”). Plaintiff’s General Release
17 excludes any claims or actions to enforce the Settlement and any claims for vested
18 benefits, unemployment benefits, disability benefits, social security benefits, or
19 workers' compensation benefits that arose at any time.

20 1) Waiver of Rights Under California Civil Code § 1542. For purposes of
21 Plaintiff’s General Release, Plaintiff expressly waives and relinquishes
22 the provisions, rights, and benefits, if any, of the California Civil Code
23 § 1542, which reads: A general release does not extend to claims that
24 the creditor or releasing party does not know or suspect to exist in his or
25 her favor at the time of executing the release and that, if known by him
26 or her, would have materially affected his or her settlement with the
27 debtor or released party

28 c. Released Class Claims by Participating Class Members. Plaintiff and all

1 Participating Class Members release the Released Parties from any and all class
2 claims that were asserted in the Operative Complaint, or that reasonably could have
3 been asserted based on the facts contained therein, and that arose through the date
4 of Preliminary Approval (“Released Class Claims”), including claims for unpaid
5 wages and overtime, missed meal and rest periods, waiting time penalties, payroll
6 wage stub violations, and unreimbursed expenses. The Released Class Claims
7 exclude any claims for vested benefits, unemployment benefits, disability benefits,
8 social security benefits, or workers’ compensation benefits that arose at any time,
9 or any claims based on occurrences outside of the Class Period.

10 d. Released PAGA Claims by Aggrieved Employees. Plaintiff and all Aggrieved
11 Employees, regardless of whether they have submitted a Request for Exclusion
12 from the Settlement, release the Released Parties from any and all claims for civil
13 penalties under PAGA that were asserted in Plaintiff’s PAGA Notice and the
14 Operative Complaint, or that reasonably could have been asserted based on the facts
15 contained therein, and that arose through the date of Preliminary Approval
16 (“Released PAGA Claims”). The Released PAGA Claims exclude any claims for
17 vested benefits, unemployment benefits, disability benefits, social security benefits,
18 or workers’ compensation benefits that arose at any time, or any claims based on
19 occurrences outside of the PAGA Period.

20 13. The Parties shall bear their own respective attorneys’ fees and costs, except as
21 otherwise provided for in the Settlement and approved by the Court.

22 14. The Court finds that the Gross Settlement Amount (“GSA”), the Net Settlement
23 Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA
24 Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and
25 reasonable. Thus, Court authorizes the Administrator to calculate and pay individual settlement
26 shares in accordance with the terms of the Settlement.

27 15. Defendant is ordered to fully fund the GSA (\$305,549.00), and also fund the amounts
28 necessary to fully pay its employer’s share of payroll taxes owed on the Wage Portion of Individual

1 Class Payments, by transmitting the funds to the Administrator on January 31, 2025, or 60 days after
2 Final Approval, whichever is later.

3 16. Within fourteen (14) calendar days after Defendant fully funds the GSA, the
4 Administrator shall disburse, in the amounts approved by the Court as provided below, the following
5 payments: (1) the Class Counsel Fees Payment; (2) the Class Counsel Costs Payment; (3) the Class
6 Representative Service Payment; (4) the Administration Expenses Payment; (5) the LWDA PAGA
7 Payment; and (6) the 25% share of the PAGA Penalties payable to Aggrieved Employees in
8 Individual PAGA Payments. The remainder shall be distributed to Participating Class Members in
9 Individual Class Payments.

10 17. A total amount of \$30,000.00 shall be allocated as “PAGA Penalties,” payable from
11 the GSA, for resolution of the Released PAGA Claims and distributed as follows: 75% (**\$22,500.00**)
12 to the LWDA (the “LWDA PAGA Payment”) and 25% (**\$7,500.00**) to Aggrieved Employees.

13 18. The Court finds Plaintiff has adequately represented the Class and therefore confirms
14 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
15 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
16 Employee, the Court approves and orders a service payment to Plaintiff in the amount of **\$5,000.00**
17 (the “Class Representative Service Payment”), payable from the GSA, for her role and service as the
18 Class Representative, for the risks and work attendant to that role, and for her general release of
19 claims and waiver of section 1542 rights.

20 19. The Court confirms the appointment of Kane Moon, Allen Feghali, and Charlotte
21 Mikat-Stevens of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are
22 experienced in wage and hour class action litigation, have no apparent conflicts of interest with
23 Plaintiff, other Class Members, or the Administrator, and have adequately represented Class interests.
24 The Court approves and orders the payments to Class Counsel, payable from the GSA, of
25 **\$101,849.67** for reasonable attorneys’ fees (“Class Counsel Fees Payment”), and of **\$21,282.23**, for
26 reimbursement of out-of-pocket costs (“Class Counsel Costs Payment”). The Court finds that these
27 amounts are reasonable considering the benefits provided to the Class.

28 20. The Court confirms the appointment of Phoenix Settlement Administrators as the

1 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
2 the payment to the Administrator of **\$8,000.00** (“Administration Expenses Payment”), payable from
3 the GSA, for settlement administration.

4 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
5 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
6 transmit those amounts to the California State Controller’s Unclaimed Property Fund in the name of
7 each Participating Class Member and/or Aggrieved Employee who failed to cash their settlement
8 check prior to the void date.

9 22. In accordance with California Rule of Court 3.771(b), notice of the accompanying
10 Judgment will be given to the Class by the Administrator, who will post an electronic copy, along
11 with a copy of this Final Approval Order, on its website for no less than 90 calendar days following
12 entry thereof.

13 23. This Final Approval Order and the accompanying Judgment are intended to be a
14 final disposition of the Action in its entirety and are intended to be immediately appealable.

15 24. The terms and obligations set forth in the Settlement are deemed part of this Final
16 Approval Order and the accompanying Judgment, and the Parties and the Administrator are ordered
17 to carry out the Settlement according to its terms and provisions.

18 25. Following entry of the accompanying Judgment, and without affecting the finality
19 thereof, pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
20 3.769(h), the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
21 purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration
22 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

23 26. The Settlement is finally approved but is not an admission by Defendant of the
24 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
25 law. Neither the Settlement nor any related document shall be offered or received in evidence in
26 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
27 necessary to consummate or enforce the Settlement.

28 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on

1 **January 6, 2026, at 8:30 a.m. in Department 11.** Class Counsel are ordered to file a final report
2 and declaration by the Administrator regarding settlement distribution no later than five (5) court
3 days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing
4 if the Administrator's declaration reports that all the distributions under the Settlement are complete.

5 **IT IS SO ORDERED.**

6 DATE: 01/22/2025



A handwritten signature in black ink, reading "David S. Cunningham III".

David S. Cunningham III / Judge

THE HON. DAVID S. CUNNINGHAM III
Judge of the Superior Court, Los Angeles County

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

**[REVISÉ PROPOSÉ] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Marie D. Davis
Luiza Manuelian
Laura Sasner
Ida Mamedova

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[✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on January 10, 2025, at Los Angeles, California.

Signature