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Clerk of the Superior Court
By J. Siharath ,Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

AARON CHAMPION, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE GLEN AT SCRIPPS RANCH CCRC, LLC,
a limited liability company; and DOES 1 through
20, inclusive,

Defendants

Case No.: 37-2023-00024138-CU-OE-CTL

[Hon. Carolyn M. Caietti, Dept. C-70]

**[PROPOSED] AMENDED ORDER
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

[Filed with Joint Stipulation to Amend the
Order Granting Approval of PAGA Settlement
and [Proposed] Amended Judgment]

PAGA APPROVAL HEARING:

Date: April 25, 2025
Time: 10:30 a.m.
Dept.: C-70

Action Filed: June 8, 2023
Trial Date: Not Set

1 **AMENDED ORDER**

2 Plaintiff Aaron Champion ("Plaintiff") seeks approval of a Private Attorneys General
3 Act (PAGA) settlement Plaintiff entered into with Defendant The Glen At Scripps Ranch
4 CCRC, LLC ("Defendant") (Defendant and Plaintiff collectively referred to as the "Parties")
5 in full resolution of the above-captioned litigation (the "Action").

6 On April 25, 2025, the Court, having duly considered Plaintiff's Motion for Approval
7 of PAGA Settlement ("PAGA Approval Motion"), the supporting declarations and exhibits
8 thereto, all papers filed, and proceedings had herein, and having reviewed the record in this
9 Action, and good cause appearing, entered an order granting the PAGA Approval Motion. Upon
10 reviewing and approving the Parties' Joint Stipulation to Amend the Order Granting Approval
11 of PAGA Settlement and the Judgment, the Court now enters this Amended Order modifying
12 the April 25, 2025 Order.

13 **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Order, refers to all defined terms and provisions
15 as set forth in the PAGA Settlement Agreement, including the Amendment to PAGA Settlement
16 Agreement attached thereto ("Settlement"), which is attached as "Exhibit 1" to the Declaration of
17 Kane Moon in Support of Plaintiff's Motion for Approval of PAGA Settlement.

18 2. The Court hereby GRANTS the PAGA Approval Motion, and the Settlement is
19 hereby accepted and approved.

20 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
21 asserted in this action and is authorized to act as private attorney general with respect to the PAGA
22 claims being released under the terms of the Settlement. The California Labor and Workforce
23 Development Agency (the "LWDA") was provided with notice of the Settlement via its online
24 submission process, and no objection has been received to the Settlement from the LWDA.

25 4. The obligations set forth in the Settlement are deemed part of this Order, and the
26 Parties and the Settlement Administrator are ordered to carry out the Settlement according to
27 its terms and provisions.

1 5. “Aggrieved Employees” are all persons who are or were employed by
2 Defendant in California as a non-exempt employee during the PAGA Period.

3 6. “PAGA Period” is the period from June 8, 2022 to January 20, 2025.

4 7. The Court appoints Simpluris, Inc. as the Settlement Administrator.

5 8. The Court appoints Plaintiff’s counsel of record, Moon Law Group, PC, as PAGA
6 Counsel.

7 9. **Release of Claims.** Effective on the date when Defendant fully funds the entire
8 Gross Settlement Amount, Plaintiff and the State of California with respect to Aggrieved
9 Employees will release claims against all Released Parties as follows: (Settlement, ¶ 5.)

10 a. “Released Parties” means The Glen At Scripps Ranch CCRC, LLC, and its
11 respective past, present, or future affiliates, related entities, parents,
12 subsidiaries, owners, members, partners, officers, directors, board members,
13 managers, supervisors, employees, coemployers, predecessors, successors,
14 assigns, agents, shareholders, investors, insurers, legal representatives,
15 representatives, independent contractors, franchisors, and franchisees. (*Id.*
16 at ¶ 1.21.)

17 b. PAGA Release. Plaintiff, on behalf of himself and his respective former and
18 present representatives, agents, attorneys (including PAGA Counsel), heirs,
19 administrators, successors, and assigns and the State of California with
20 respect to Aggrieved Employees are deemed to release the Released Parties
21 from all claims for penalties under the California Private Attorneys’ General
22 Act (Labor Code section 2698, et seq.) that were alleged, or reasonably
23 could have been alleged, based on the PAGA Period facts stated in, and that
24 could have been sought by, the Labor Commissioner for the violations
25 identified in the Operative Complaint and/or Plaintiff’s PAGA Notice to the
26 LWDA that accrued at any time during the PAGA Period including, but not
27 limited to, failure to pay employees for all hours worked, failure to provide
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1 compliant meal periods and associated premiums, failure to provide
2 compliant rest periods and associated premiums, failure to reimburse for
3 business expenses, failure to maintain accurate records of hours worked,
4 failure to pay all wages due, and failure to provide accurate itemized wage
5 statements in violation of California Labor Code sections 201, 202, 203,
6 204, 210, 226, 226.7, 510, 512, 516, 1174, 1174.5, 1194, 1197, 1997.1,
7 1198, and 2802. (*Id.* at ¶ 5.1.)

- 8 c. General Release. Except as to such rights or claims as may be created by the
9 Settlement, Plaintiff, on behalf of himself and his respective former and
10 present representatives, agents, attorneys (including PAGA Counsel), heirs,
11 administrators, successors, and assigns, releases the Released Parties from
12 any and all claims, demands, and causes of action heretofore or hereafter
13 arising out of, connected with, or incidental to Plaintiff's employment by
14 Defendant, including without limitation on the generality of the foregoing,
15 any and all claims, demands, or threatened causes of action described in the
16 Operative Complaint. Plaintiff also specifically waives any and all claims
17 or actions Plaintiff may have for wrongful termination, breach of any
18 implied, written, or oral contract, constructive discharge, breach of any
19 implied covenant of good faith and fair dealing, retaliation, breach of any
20 oral or written promise, defamation, intentional or negligent infliction of
21 emotional distress, and for any claim, right, or action arising under Title VII
22 of the Civil Rights Act of 1964, the Age Discrimination in Employment Act,
23 the California Fair Employment and Housing Act, the Americans with
24 Disabilities Act, the California Labor Code section 2802, any claim or right
25 arising from any other federal, state or municipal statute, or any claim for
26 severance pay, bonus, sick leave, holiday pay, vacation pay, life insurance,
27 health or medical insurance or any other monetary compensation,
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1 reimbursement, or other benefits. Plaintiff does not, however, waive any
2 claims or actions to enforce this Agreement or any claims Plaintiff has or
3 may have for unemployment, social security benefits, disability benefits, or
4 workers' compensation benefits (with the exception of any claims for
5 increased benefits under Labor Code sections 132a and 4553). Plaintiff
6 acknowledges that Plaintiff may discover facts or law different from, or in
7 addition to, the facts of law that Plaintiff now knows or believes to be true
8 but agrees, nonetheless, that the Release shall be and remain effective in all
9 respects, notwithstanding such different or additional facts or Plaintiff's
10 discovery of them. (Settlement, ¶ 5.2.)

11 d. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
12 purposes of the Release, Plaintiff expressly waives and relinquishes the
13 provisions, rights, and benefits, if any, of section 1542 of the California Civil
14 Code, which reads:

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

21 e. Release by PAGA Counsel. PAGA Counsel release on behalf of their present
22 and former attorneys, employees, agents, successors and assigns the
23 Released Parties from all claims for Attorneys' Fees and/or Litigation Costs
24 incurred in connection with the Operative Complaint and the PAGA Period
25 facts stated in the Operative Complaint and the PAGA Notice. (Settlement,
26 ¶ 5.3.)

27 10. "Effective Date" means the date of this Order granting approval of the Settlement.
28

1 11. The Settlement is not an admission by Defendant, nor is this Order a finding of
2 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
3 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
4 may be used as an admission of any fault, wrongdoing, omission, concession, or liability
5 whatsoever by or against Defendant.

6 12. Defendant shall pay a Gross Settlement Amount of \$95,000.00, unless increased
7 pursuant to the terms of the Settlement, which shall include the following payments:

- 8 a. An award of \$31,666.67 to PAGA Counsel for reasonable attorneys' fees,
9 pursuant to PAGA;
- 10 b. A payment of \$21,560.70 to PAGA Counsel for reimbursement of litigation
11 costs actually incurred by PAGA Counsel, pursuant to PAGA;
- 12 c. A payment of \$5,000.00 to Plaintiff for his service as a PAGA representative
13 and in exchange for his general release;
- 14 d. A payment of actual administration costs up to \$4,500.00, payable to the
15 Settlement Administrator, Simpluris, Inc., for administration of the
16 Settlement; and
- 17 e. The remaining amount as PAGA penalties, which, pursuant to PAGA, shall
18 be allocated as follows: 75% to the LWDA and 25% to the Aggrieved
19 Employees on a pro-rata basis.

20 13. Defendant shall transmit the entire Gross Settlement Amount due under the
21 Settlement to the Settlement Administrator no later than fourteen (14) calendar days after the
22 Effective Date or the date the Settlement Administrator provides Defendant with instructions
23 for securely transferring the Aggrieved Employee Data to the Settlement Administrator.

24 14. Within fourteen (14) calendar days after Defendant fully funds the Gross
25 Settlement Amount, the Settlement Administrator shall disburse funds pursuant to the terms
26 specified in the Settlement.

15. The Court approves of the letter giving notice of the Settlement to Aggrieved Employees, which is attached as “Exhibit A” to the Settlement, to be sent by the Settlement Administrator to the Aggrieved Employees along with their respective Individual PAGA Payment checks.

16. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court. Defendant and the Released Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or for any other charge, expense, or liability relating to the Released Claims and shall be released from all claims as set forth in the Settlement and in this Order.

17. Plaintiff shall submit a copy of this Order to the LWDA within 30 calendar days after entry hereof.

18. Pursuant to California Code of Civil Procedure section 664.6, this Court shall retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement and/or Order, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

19. The Court sets a Compliance Hearing re: Distribution on **September 5, 2025 at 9:45 a.m. in Department C-70**. PAGA Counsel are ordered to file a final report and declaration by the Settlement Administrator regarding settlement distribution no later than five (5) court days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing if the Settlement Administrator's declaration reports that all the distributions under the Settlement are complete.

IT IS SO ORDERED.

DATED: 6/13/25


Hon. Carolyn M. Caietti
Judge of the San Diego County Superior Court

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

**[PROPOSED] AMENDED ORDER GRANTING PLAINTIFF’S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

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☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

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

/s/ Janelle Jickain
Signature