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Attorneys for PLAINTIFF **CLAUDIA RAMIREZ**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

CLAUDIA RAMIREZ,

Plaintiff,

vs.

SUN-MAR HEALTH CARE, INC., a

California corporation;

F&B HEALTH CARE, INC., a California

corporation;

SUN-MAR REHABILITATION

SERVICES, LLC, a California limited

liability company; and DOES 1 THROUGH

100, inclusive,

Defendants.

) Case No.: CVRI2303781

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) [Assigned For All Purposes To: Hon. Judge

) Harold W. Hopp, Dept. 1]

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) **REVISED ~~PROPOSED~~ ORDER**

) **APPROVING PAGA SETTLEMENT AND**

) **JUDGMENT**

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) [Notice of Motion; Memorandum of Points &

) Authorities; and Declaration of Arthur Sezgin,

) Esq., and exhibits in support thereof, filed

) concurrently herewith]

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) **Date:** August 18, 2025

) **Time:** 08:30 a.m.

Reservation ID: 310520797574

PROPOSED ORDER

Plaintiff Claudia Ramirez (“Plaintiff” or “Ramirez”) moves for approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California *Labor Code* § 2699(1), against Defendant F&B Health Care, Inc. (“Defendant” or “F&B Health Care”).

Plaintiff’s Complaint, filed on or about July 24, 2023, includes a cause of action pursuant to the PAGA and seeks civil penalties on behalf of herself, the State of California, and similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA under California *Labor Code* § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff’s Complaint and the notice to the Labor Workforce and Development Agency (“LWDA”) dated May 18, 2023 (“LWDA Letter”), on behalf of all current and former non-exempt employees of Defendant from May 18, 2022 through May 7, 2025, inclusive.

The Settlement Agreement is attached as **Exhibit A** to the concurrently filed Declaration of Arthur Sezgin, Esq. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as a private attorney general with respect to the PAGA claims being released under the terms of the Settlement Agreement. The California Labor Workforce Development Agency was provided with notice of the settlement and the motion for approval of the settlement via its online process and no objection has been received to the settlement or the motion from the LWDA. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the settlement sum to be paid as part of the settlement as set forth in the Settlement Agreement which was concurrently filed with the Court.

Under the PAGA, in any action brought by an aggrieved employee, the Court “shall review and approve any settlement of any civil action filed pursuant to this part.” California *Labor Code* § 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. The Court finds the instant action presents a good-faith dispute of the PAGA claim alleged;
2. The Court finds in favor of settlement approval and therefore approves settlement of the PAGA claim in above-captioned action, as set forth in the Settlement Agreement, and each of the releases and other terms, as fair, just, reasonable, and adequate.
3. The Court further finds that Plaintiff, acting on behalf of herself, the Aggrieved Employees, and the State of California, by operation of this Order and Judgment hereby releases and forever discharges Defendant from any and all PAGA Released Claims (as defined in the Settlement Agreement), including penalties asserted in Plaintiff's PAGA claim, including any and all known and unknown claims for civil penalties under the Private Attorneys General Act (California *Labor Code* §§ 2698 et seq.) that arise.
4. The "Aggrieved Employees" means a person employed by Defendant F&B Health Care, Inc. in California as an hourly paid, non-exempt employee during the PAGA Period. The "PAGA Period" means the period from May 18, 2022 through May 7, 2025.
5. Upon entry of Judgment and funding in full of the Settlement by Defendant, the Released Parties shall be entitled to a release from the State of California and the Plaintiff as to all PAGA claims alleged in the operative complaint which occurred during the PAGA Period ("Released Claims").
6. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendant is directed to make all payments required by the Settlement Agreement;
7. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of One Hundred Forty Thousand Dollars (**\$140,000.00**) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA, the Aggrieved Employees, Settlement Administrator Costs, Attorney's Fees, and Litigation Costs & Expenses. No portion of the Gross Settlement Amount will revert to Defendant.
8. Plaintiff's counsel requests an award of attorney's fees in the amount of Forty-Six Thousand Six Hundred Sixty-Two Dollars and Zero Cents (**\$46,662.00**); litigation costs and expenses in the amount of Eleven Thousand One Hundred Fifty-Seven Dollars and

Seventy Cents (**\$11,157.70**). The Settlement Administrator, ILYM Group, Inc., requests administration costs of Two Thousand Nine Hundred Fifty Dollars and Zero Cents (**\$2,950.00**).

9. The Court finds the Gross Settlement Amount is fair, reasonable, and adequate, and approves each of these payments, and directs the Settlement Administrator to make the above payments to payments from the Gross Settlement Amount as follows:

- a. **\$46,662.00** (33 1/3% of the GSA) in **attorney's fees** to Sezgin Khousadian LLP;
- b. **\$11,157.70** in attorney **litigation costs and expenses** to Sezgin Khousadian LLP;
- c. **\$2,950.00** in **PAGA Settlement Administrator** costs to the Settlement Administrators (ILYM Group, Inc.);
- d. After deducting the foregoing payments, the estimated remainder of approximately **\$79,230.30** shall form the **Net Settlement Amount ("NSA")**. Pursuant to Labor Code Section 2699(i), the NSA will then be distributed 75% (**\$59,422.73**) to the LWDA, and the remaining 25% (**\$19,807.57**) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement.
- e. The Court approves these payments and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with a Notice of PAGA Settlement, Plaintiff, Plaintiff's counsel, and to otherwise carry out its duties as set forth in the Settlement Agreement.

10. The Court approves the Notice of PAGA Settlement attached hereto as **Exhibit A**.

11. The Settlement Administrator will pay to the Aggrieved Employees, their Individual Settlement Payments via first-class regular U.S. Mail; to PAGA Counsel, the Court-awarded Attorney's Fees and Litigation Costs & Expenses Payment; to the LWDA, the Court-approved LWDA Payment; and to the Administrator, the Court-awarded Administration Fees and Expenses. Aggrieved Employees shall have one hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks after one hundred eighty (180) days will be sent to the Controller of the State of California to be held

1 pursuant to the Unclaimed Property Law, California *Civil Code* §§ 1500 et seq., for the
2 benefit of those Aggrieved Employees whose checks were voided.

3 12. The PAGA cause of action, i.e., the 9th cause of action, is hereby DISMISSED WITH
4 PREJUDICE and judgment is hereby entered as to Defendant F&B Health Care Inc.

5 13. The PAGA cause of action, i.e., the 9th cause of action, is hereby DISMISSED WITHOUT
6 PREJUDICE as to Defendant Sun-Mar Health Care, Inc. and Defendant Sun-Mar
7 Rehabilitation Services, LLC.

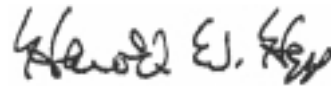
8 14. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties
9 under California *Code of Civil Procedure* § 664.6 for the purpose of supervising
10 implementation, enforcement, construction, administration, and interpretation of the
11 Settlement Agreement.

12 15. A Final Report hearing (Nonappearance) is set for Friday, May 8, 2026 at 08:30 a.m.

13 16. Counsel must submit a final report regarding distribution of the settlement funds by May
14 1, 2026.

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16 **IT IS SO ~~PROPOSED~~ ORDERED.**

17 Dated: September 8, 2025



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19 Hon. Judge Harld W. Hopp
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