

Kane Moon (SBN 249834)
 Allen Feghali (SBN 301080)
 Charlotte Mikat-Stevens (SBN 327047)
MOON LAW GROUP, P.C.
 725 South Figueroa Street, 31st Floor
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125
 Email: kmoon@moonlawgroup.com
 Email: afeghali@moonlawgroup.com
 Email: cmikat-stevens@moonlawgroup.com

Attorneys for Plaintiff
Jeffrey Adam Kilgore

MANAHAN O'DELL LLP
 Amanda E. Manahan (SBN 199197)
 amanahan@manahanodell.com
 Shaheen Anthony Etemadi (SBN 319138)
 setemadi@manahanodell.com
 4600 La Jolla Village Dr., Suite 100
 San Diego, CA 92122
 Telephone: (949) 799-8002

Attorneys for Plaintiff
Haley Moore

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JEFFREY ADAM KILGORE and HALEY
 MOORE, individually, on behalf of themselves
 and all other aggrieved employees,

Plaintiffs,

v.

BQ OPERATIONS HOLDINGS, LLC, a
 limited liability company; 991 CLYDE
 AVENUE OPCO, LLC; NEWGEN
 ADMINISTRATIVE SERVICES, LLC;
 SAPPHIRE OPERATIONS, LLC; NEWGEN,
 LLC; SUNBRIDGE BRASWELL
 ENTERPRISES, LLC; 6740 WILBUR
 AVENUE OPCO LLC; 320 NORTH
 CRAWFORD AVENUE OPERATIONS LLC;
 ANAHEIM TERRACE CARE CENTER LLC;
 BAY CREST CARE CENTER LLC;
 DEVONSHIRE CARE CENTER LLC;

Case No.: 23STCV10311

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

~~[REVISED PROPOSED]~~ ORDER
GRANTING PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT

[Filed with (1) the Supplemental Declaration of
Kane Moon, (2) the Declaration of Tim L.
Johnson, and (5) [Revised Proposed] Judgment]

CONTINUED PAGA APPROVAL HEARING:

Date: February 25, 2025
 Time: 11:00 a.m.
 Dept.: 11

Complaint filed: May 8, 2023
 Trial date: Not set

1 FOUNTAIN VIEW SUBACUTE & NRSNG
2 CTR LLC; MONTEBELLO CARE CENTER
3 LLC; RIO HONDO SUBACUTE & NURSING
4 CENTER LLC; SUNBRIDGE BRITTANY
5 REHABILITATION CENTER; SUNBRIDGE
6 CARE ENTERPRISES WEST LLC;
7 SUNBRIDGE HALLMARK HEALTH
8 SERVICES LLC; SUNBRIDGE
9 MEADOWBROOK REHABILITATION
10 CENTER LLC; SUNBRIDGE SHANDIN
11 HILLS REHABILITATION CENTER LLC;
12 SUNBRIDGE STOCKTON
13 REHABILITATION CENTER; WOODLAND
14 CARE CENTER LLC; 1030 WARNER
15 AVENUE I OPCO LLC; 23228 MADERO
16 OPCO LLC; WINDSOR MONTEREY CARE
17 CENTER LLC; 14766 WASHINGTON
18 AVENUE OPERATIONS LLC; S&F HOME
19 HEALTH OPCO I LLC; S&F HOSPICE
20 OPCO I LLC; S&F MARKET STREET
21 HEALTHCARE LLC; WINDSOR CARE
22 CENTER NATIONAL CITY INC.; WINDSOR
23 CHEVIOT HILLS LLC; WINDSOR
24 COUNTRY DRIVE CARE CENTER;
25 WINDSOR COURT ASSISTED LIVING LLC;
26 WINDSOR CYPRESS GARDENS
27 HEALTHCARE LLC; WINDSOR EL
28 CAMINO CARE CENTER LLC; WINDSOR
ELK GROVE CARE AND REHAB LLC;
WINDSOR ELMHAVEN CARE CENTER
LLC; WINDSOR HAMPTON CARE CENTER
LLC; WINDSOR HAYWARD ESTATES
LLC; WINDSOR ROSEWOOD CARE
CENTER LLC; WINDSOR SACRAMENTO
ESTATES LLC; WINDSOR SKYLINE CARE
CENTER LLC; WINDSOR TERRACE
HEALTHCARE LLC; WINDSOR THE
RIDGE REHABILITATION CENTER;
WINDSOR VALLEJO CARE CENTER LLC;
WINDSOR GARDENS CONVALESCENT
HOSPITAL INC.; SPRING SENIOR
ASSISTED LIVING LLC; THE EARLWOOD
LLC; BOLD QUAIL 2, LLC; MESHUGA
OPERATIONS HOLDINGS, LLC;
MESHUGA 2 OPERATIONS HOLDINGS,
LLC; BOLD QUAIL 3 OPERATIONS
HOLDINGS, LLC; and DOES 1-10, inclusive,

Defendants

1 **[REVISED PROPOSED] PAGA APPROVAL ORDER**

2 Plaintiffs Jeffrey Adam Kilgore and Haley Moore (together, “Plaintiffs”) and Defendants Sunbridge
3 Braswell Enterprises, LLC, 991 Clyde Avenue Opco, LLC, 6740 Wilbur Avenue Opco LLC, 320 North
4 Crawford Avenue Operations LLC, Anaheim Terrace Care Center LLC, Bay Crest Care Center LLC,
5 Devonshire Care Center LLC, Fountain View Subacute & Nrsng Ctr LLC, Montebello Care Center LLC,
6 Rio Hondo Subacute & Nursing Center LLC, SunBridge Brittany Rehabilitation Center, Sunbridge Care
7 Enterprises West LLC, Sunbridge Hallmark Health Services LLC, Sunbridge Meadowbrook Rehabilitation
8 Center LLC, SunBridge Shandin Hills Rehabilitation Center LLC, Sunbridge Stockton Rehabilitation Center,
9 Woodland Care Center LLC, 1030 Warner Avenue I Opco LLC (South Coast Post Acute and Santa Ana
10 Royale TRC), 23228 Madero Opco LLC, Windsor Monterey Care Center LLC, 14766 Washington Avenue
11 Operations LLC, S&F Home Health Opco I LLC, S&F Hospice OPCO I LLC, S&F Market Street Healthcare
12 LLC, Windsor Care Center National City Inc., Windsor Cheviot Hills LLC, Windsor Country Drive Care
13 Center, Windsor Court Assisted Living LLC, Windsor Cypress Gardens Healthcare LLC, Windsor El
14 Camino Care Center LLC, Windsor Elk Grove Care and Rehab LLC, Windsor Elmhaven Care Center LLC,
15 Windsor Hampton Care Center LLC, Windsor Hayward Estates LLC, Windsor Rosewood Care Center LLC,
16 Windsor Sacramento Estates LLC, Windsor Skyline Care Center LLC, Windsor Terrace Healthcare LLC,
17 Windsor The Ridge Rehabilitation Center, Windsor Vallejo Care Center LLC, Windsor Gardens
18 Convalescent Hospital Inc., Spring Senior Assisted Living LLC, The Earlwood LLC, NewGen
19 Administrative Services, LLC, Sapphire Operations, LLC, BQ Operations Holdings, LLC, NewGen, LLC,
20 Bold Quail 2, LLC, Meshuga Operations Holdings, LLC, Meshuga 2 Operations Holdings, LLC (aka
21 Sapphire 2 Operations Holdings, LLC), and Bold Quail 3 Operations Holdings, LLC (collectively,
22 “Defendants”) (individually, a “Party,” and together with Plaintiffs, the “Parties”) have reached a settlement
23 (the “PAGA Settlement”) of the above-captioned matter (the “Action”) alleging a cause of action for relief
24 pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*
25 (“PAGA”). A true copy of the PAGA Settlement is attached as **Exhibit 1** to the Supplemental Declaration of
26 Kane Moon in Support of Plaintiffs’ Motion for Approval of PAGA Settlement (filed on February 18, 2025)
27 (“Suppl. Moon Decl.”).

28 Plaintiffs have moved for an order:

1 1. Granting approval of the terms of the PAGA Settlement pursuant to Labor Code section
2 2699(l)(2), including the gross amount of the settlement, the distributions to the California Labor and
3 Workforce Development Agency (the “LWDA”) and Aggrieved Employees for PAGA Penalties, the
4 amounts allocated to attorneys’ fees and costs, and the amount allocated to the Administrator;

5 2. Directing disbursement of the Gross Settlement Amount pursuant to the terms of the PAGA
6 Settlement; and

7 3. Retaining continuing jurisdiction over the Parties, their settlement, and this Action.

8 A summary of the key terms of the PAGA Settlement is as follows:

9 (a) Aggrieved Employees. The “Aggrieved Employees” are: “All current and former employees
10 who worked for Defendants at any facility in California and were classified as a non-exempt
11 employee during the PAGA Release Period.” (PAGA Settlement, ¶ 1.4.)

12 (b) PAGA Release Period. The “PAGA Release Period” means:

13 1) May 8, 2022 through April 30, 2024, as to any of the following Defendant entities:
14 Sunbridge Braswell Enterprises, LLC; 991 Clyde Avenue Opco, LLC; 6740 Wilbur
15 Avenue Opco LLC; NewGen Administrative Services, LLC; Sapphire Operations,
16 LLC; BQ Operations Holdings, LLC; NewGen, LLC; Bold Quail 2, LLC; Meshuga
17 Operations Holdings, LLC; and Bold Quail 3 Operations Holdings, LLC. (PAGA
18 Settlement, ¶ 1.25.1.)

19 2) The later of February 21, 2023 or the date that the named Defendant entity began
20 operating the entity in question, through April 30, 2024, as to any of the following
21 Defendant entities: 320 North Crawford Avenue Operations LLC; Anaheim Terrace
22 Care Center LLC; Bay Crest Care Center LLC; Devonshire Care Center LLC;
23 Fountain View Subacute & Nrsng Ctr LLC; Montebello Care Center LLC; Rio
24 Hondo Subacute & Nursing Center LLC; SunBridge Brittany Rehabilitation Center;
25 Sunbridge Care Enterprises West LLC; Sunbridge Hallmark Health Services LLC;
26 Sunbridge Meadowbrook Rehabilitation Center LLC; SunBridge Shandin Hills
27 Rehabilitation Center LLC; Sunbridge Stockton Rehabilitation Center; Woodland
28 Care Center LLC; 1030 Warner Avenue I Opco LLC (South Coast Post Acute and

1 Santa Ana Royale TRC); 23228 Madero Opco LLC; Windsor Monterey Care Center
2 LLC; 14766 Washington Avenue Operations LLC; S&F Home Health Opco I LLC;
3 S&F Hospice OPCO I LLC; S&F Market Street Healthcare LLC; Windsor Care
4 Center National City Inc.; Windsor Cheviot Hills LLC; Windsor Country Drive Care
5 Center; Windsor Court Assisted Living LLC; Windsor Cypress Gardens Healthcare
6 LLC; Windsor El Camino Care Center LLC; Windsor Elk Grove Care and Rehab
7 LLC; Windsor Elmhaven Care Center LLC; Windsor Hampton Care Center LLC;
8 Windsor Hayward Estates LLC; Windsor Rosewood Care Center LLC; Windsor
9 Sacramento Estates LLC; Windsor Skyline Care Center LLC; Windsor Terrace
10 Healthcare LLC; Windsor The Ridge Rehabilitation Center; Windsor Vallejo Care
11 Center LLC; Windsor Gardens Convalescent Hospital Inc.; Spring Senior Assisted
12 Living LLC; The Earlwood LLC; and Meshuga 2 Operations Holdings, LLC (aka
13 Sapphire 2 Operations Holdings, LLC). (PAGA Settlement, ¶ 1.25.2.)

14 a. However, due to a petition in bankruptcy, *In re: Windsor Terrace Healthcare,*
15 *LLC, et al.*, United States Bankruptcy Court, Central District of California,
16 Case No. 1:23-bk-11200-VK (PAGA Settlement, ¶ 1.25.2.1):

17 i. The PAGA Release Period shall not start prior to August 23, 2023 for
18 each of the following entities: Windsor Terrace Healthcare, LLC; S&F
19 Home Health Opco I, LLC; S&F Hospice Opco I, LLC; S&F Market
20 Street Healthcare, LLC; Windsor Care Center National City, Inc.;
21 Windsor Cheviot Hills, LLC; Windsor Country Drive Care Center, LLC;
22 Windsor Court Assisted Living, LLC; Windsor Cypress Gardens
23 Healthcare, LLC; Windsor El Camino Care Center, LLC; Windsor Elk
24 Grove and Rehabilitation, LLC; Windsor Elmhaven Care Center, LLC;
25 Windsor Gardens Convalescent Hospital, Inc.; Windsor Hampton Care
26 Center, LLC; Windsor Monterey Care Center, LLC; Windsor Rosewood
27 Care Center, LLC; Windsor Skyline Care Center, LLC; Windsor The
28 Ridge Rehabilitation Center, LLC; and Windsor Vallejo Care Center,

- 1 LLC (PAGA Settlement, ¶ 1.25.2.1.1); and
- 2 ii. The PAGA Release Period shall not start prior to September 29, 2023
- 3 for each of the following entities: Windsor Sacramento Estates, LLC;
- 4 and Windsor Hayward Estates, LLC. (PAGA Settlement, ¶ 1.25.2.1.2.)
- 5 (c) No Reversion. This Settlement is *non-reversionary*. (PAGA Settlement, ¶ 3.1.)
- 6 (d) Gross Settlement Amount. Defendants agree to pay a gross sum of **\$1,100,000.00** (the
- 7 “GSA”), subject to potential increase under an escalator clause, which shall be used to pay
- 8 Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Attorneys’
- 9 Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration
- 10 Expenses Payment. (PAGA Settlement, ¶ 1.16.)
- 11 (e) Escalator. The PAGA Settlement contains an escalator clause under which Defendants could
- 12 owe more than \$1,100,000 as the GSA. If the number of PAGA Pay Periods exceeds
- 13 120,810 by more than 10% (i.e., more than 132,891), Defendants shall increase the Gross
- 14 Settlement Amount by a proportionate percentage (i.e., if the PAGA Pay Periods
- 15 increased by 12%, the Gross Settlement Amount would increase by 2%). (PAGA
- 16 Settlement, ¶ 8.)
- 17 (f) PAGA Pay Periods. A PAGA Pay Period is: “any Pay Period during which an Aggrieved
- 18 Employee worked for Defendants in California as a non-exempt employee for at least one
- 19 day during the PAGA Release Period.” (PAGA Settlement, ¶ 1.22.)
- 20 (g) PAGA Penalties. The amount allocated as PAGA Penalties is at least **\$694,576.75**, which
- 21 will be distributed to as 25% to Aggrieved Employees and 75% to the LWDA. (PAGA
- 22 Settlement, ¶¶ 1.22, 3.2.3; Declaration of Kane Moon in Support of Plaintiffs’ Motion for
- 23 Approval of PAGA Settlement (filed November 26, 2024) (“Moon Decl.”), ¶ 18 [seeking
- 24 only \$19,674.07 for litigation costs]; Declaration of Shaheen A. Etemadi in Support of
- 25 Plaintiffs’ Motion for Approval of PAGA Settlement (“Etemadi Decl.”), ¶ 13 [seeking only
- 26 \$792.51 for litigation costs].) Of this amount, the LWDA will receive (75%) at least
- 27 **\$520,932.56**, and Aggrieved Employees will receive (25%) at least **\$173,644.19**. (PAGA
- 28 Settlement, ¶ 3.2.3; Moon Decl., ¶ 30.)

- 1 (h) PAGA Counsel Attorneys' Fees Payment. Plaintiffs' Counsel request an award of attorneys'
2 fees in the amount of not more than one-third of the GSA (which is currently estimated to
3 be **\$366,666.67**). (PAGA Settlement, ¶ 3.2.1.)
- 4 (i) PAGA Counsel Litigation Expenses Payment. Pursuant to the PAGA Settlement, Plaintiffs'
5 Counsel seek reimbursement of actual litigation costs up to a maximum amount of
6 \$22,000.00. (PAGA Settlement, ¶ 3.2.1.) Specifically, Plaintiffs' Counsel have incurred
7 actual costs and seek reimbursement for a total of **\$20,466.58**, with \$19,674.07 to Moon
8 Law Group and \$792.51 to Manahan O'Dell LLP (Moon Decl., ¶ 18, Exh. 6; Etemadi Decl.,
9 ¶ 13, Exh. B.)
- 10 (j) Administration Expenses Payment. Payments to Aggrieved Employees and other settlement
11 administration duties will be accomplished through a third-party administrator, which shall
12 be paid for its services up to a maximum amount of \$20,000.00. (PAGA Settlement, ¶ 3.2.2.)
13 The Parties have jointly selected Simpluris, Inc., which has agreed to administer this
14 Settlement for a fixed fee of \$18,290.00. (Declaration of Eric Springer on Behalf of
15 Simpluris, Inc. Regarding Qualifications and Costs for Settlement Administration, ¶ 9, Exh.
16 C.)
- 17 (k) Uncashed Checks. Funds represented by checks that are returned as undeliverable or remain
18 uncashed for more than 180 days after issuance will be tendered to the California State
19 Controller's Unclaimed Property division in the name of each Aggrieved Employee who did
20 not cash their check within the 180-day period. (PAGA Settlement, ¶ 4.4.1.)
- 21 (l) Releases of Claims. Upon the Court's PAGA Approval Order and Defendants' full funding
22 of the Gross Settlement Amount, and any increase owed pursuant to the Escalator Clause
23 provided in Paragraph 8 of the Agreement, the Settlement shall be effective as a full and
24 final accord and satisfaction and settlement of, and as a bar to, the Released PAGA Claims
25 against the Released Parties by Plaintiffs, on behalf of themselves and their respective former
26 and present representatives, agents, attorneys, administrators, successors, and assigns, the
27 Aggrieved Employees they seek to represent, the LWDA, and the State of California.
28 (PAGA Settlement, ¶ 5.)

1) Released PAGA Claims. All PAGA claims alleged, or that could have reasonably been alleged arising out of the facts stated, in Plaintiffs’ letter to the LWDA and Plaintiffs’ Operative Complaint, including PAGA claims that occurred during the relevant PAGA Release Period for: (1) failure to provide accurate itemized wage statements; (2) failure to properly record and provide legally required meal periods; (3) failure to properly record and provide legally required rest periods; (4) failure to pay all wages owed, including minimum wages; (5) failure to pay overtime wages (including failing to pay overtime at the correct regular rate of pay); (6) failure to provide or properly calculate paid sick leave; (7) failure to reimburse employees for all required expenses; (8) failure to pay all wages when due during employment and upon termination; and (9) failure to maintain proper records, including time and payroll records.¹ (PAGA Settlement, ¶ 5.1.)

2) The “Released Parties” means: Defendants and each of their insurers, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, and powers-of-attorney. (PAGA Settlement, ¶ 1.27.)

(m) Operative Complaint. The Parties agree that Plaintiffs’ Operative Complaint is: “Plaintiffs’ Second Amended Representative Action Complaint filed in this Court” on November 21, 2024. (PAGA Settlement, ¶¶ 1.18, 2.3.)

(n) Notice to LWDA.

i. Plaintiffs’ Counsel have affirmed that notice of the proposed PAGA Settlement was provided to the LWDA prior to filing Plaintiffs’ Motion. (Moon Decl., ¶ 16, Exh. 5 [notice of initial PAGA Settlement]; Suppl. Moon Decl., ¶ 8, Exh. 4 [notice of amended PAGA Settlement].) To date, the LWDA has not made any objection to the PAGA Settlement. (*Id.* at ¶ 8.)

¹ This comports with settled California Supreme Court authority. (*See Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986 [concluding that “with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under the act”].)

1 ii. On May 8, 2023, Plaintiff Kilgore submitted a pre-suit PAGA Notice of alleged Labor
2 Code violations to the LWDA, with certified mail service on Defendant BQ Operations
3 Holdings, LLC. (Moon Decl., ¶ 6, Exh. 2.) On June 12, 2023, Plaintiff Moore submitted
4 a pre-suit PAGA Notice of alleged Labor Code violations to the LWDA, with certified
5 mail service on Defendants 991 Clyde Avenue Opco, LLC, NewGen Administrative
6 Services, LLC, Sapphire Operations, LLC, and NewGen, LLC. (*Id.* at ¶ 8, Exh. 3.) On
7 November 21, 2024, Plaintiffs filed a joint, amended PAGA Notice, which consolidated
8 Plaintiffs’ respective claims and named the additional Defendant entities. (Suppl. Moon
9 Decl., ¶ 5 [addressing the Court’s concern re: Notice to the LWDA].) More than 65 days
10 have elapsed since Plaintiffs’ joint, amended PAGA Notice, and to date, the LWDA has
11 not indicated any intent to investigate the allegations, either in Plaintiffs’ respective
12 individual pre-suit PAGA Notices or in Plaintiffs’ joint, amended PAGA Notice. (*Id.*)
13 Plaintiffs have filed a Second Amended Representative Action Complaint in this Court,
14 and subsequently submitted a file-stamped copy to the LWDA. (*Id.*) To date, the LWDA
15 has not sought to intervene in this litigation.

16 (o) Funding and Disbursements. Defendants shall fully fund the GSA, and any increase owed
17 pursuant to the escalator clause provided in Paragraph 8 of the PAGA Settlement, by
18 transmitting the funds to the Administrator no later than 30 calendar days after the
19 Effective Date, and the Administrator shall issue payments within 14 calendar days of
20 funding. (PAGA Settlement, ¶¶ 4.3–.4.)

21 The Court, having duly considered Plaintiffs’ Motion for Approval of PAGA Settlement
22 (“Plaintiffs’ Motion”), the supporting declarations and exhibits thereto, including the PAGA
23 Settlement, all other papers filed and proceedings had herein, and having reviewed the record in this
24 Action, and **GOOD CAUSE** appearing, **HEREBY ORDERS AND DECREES AS FOLLOWS:**

25 1. The Court now GRANTS approval of Plaintiffs’ Motion and the PAGA Settlement by way of
26 this PAGA Approval Order. All capitalized terms used for purposes of this PAGA Approval Order have the
27 same meaning as given in the PAGA Settlement, unless otherwise indicated.

28 2. The Court finds that the terms of the PAGA Settlement are reasonable. In granting settlement

1 approval, the Court has considered the factors identified in *O'Connor v. Uber Technologies* (N.D. Cal. 2016)
2 201 F.Supp.3d 1110, *Villalobos v. Calandri Sonrise Farm LP* (C.D. Cal. July 22, 2015) No. CV 12-2615
3 PSG (JEMx), 2015 WL 12732709, and other relevant authority providing a coherent framework for
4 evaluating this PAGA Settlement.

5 3. The Court finds the PAGA Settlement was the product of informed, arms'-length, non-collusive
6 negotiations by the Parties. In making these findings, the Court considered Defendants' potential liability, the
7 benefit to the State of California, allocation of settlement proceeds among Aggrieved Employees, and the fact
8 that the PAGA Settlement represents a compromise of the Parties' respective positions rather than the result
9 of a finding of liability at trial. The Court further finds that the terms of the PAGA Settlement have no obvious
10 deficiencies. The Court finds that the risks of further prosecution are substantial and include (1) the risks that
11 penalties would be reduced after evaluation of the totality of the circumstances and (2) the possibility that no
12 penalties would be awarded for some or all of the alleged violations.

13 4. The Court finds that the agreed-to Gross Settlement Amount (\$1,100,000.00, subject to potential
14 increase under the escalator clause at PAGA Settlement, ¶ 8) was negotiated via arms'-length mediation after
15 investigation and discovery. Specifically, the Court finds that mediation involved discussions regarding a
16 release of the all 51 Defendant entities named in Plaintiffs' joint, amended PAGA Notice and their operative
17 Second Amended Representative Action Complaint, that the mediator was aware of all 51 Defendant entities,
18 and that the Gross Settlement Amount accounted for claims against all 51 Defendant entities. Furthermore,
19 the Court finds that the Gross Settlement Amount is fair, reasonable, and adequate considering the potential
20 exposure amounts facing Defendants through continued litigation.

21 5. The Court finds that more than 65 days have elapsed since Plaintiffs' joint, amended PAGA
22 Notice that consolidated Plaintiffs' respective claims and named all Defendant entities (submitted November
23 21, 2024), and to date, the LWDA has not indicated any intent to investigate the allegations, either in
24 Plaintiffs' respective individual pre-suit PAGA Notices (submitted May 8, 2023, and June 12, 2023,
25 respectively) or in Plaintiffs' joint, amended PAGA Notice. Therefore, the Court finds that Plaintiffs have
26 exhausted all administrative remedies required to bring the PAGA claims asserted in this Action and
27 are authorized to act as private attorneys general with respect to the PAGA claims being released under
28 the terms of the PAGA Settlement. Pursuant to California Labor Code section 2699(l)(2), the LWDA was

1 given timely notice of the PAGA Settlement (both the initial and amended versions), has not objected, and is
2 therefore bound by this PAGA Approval Order.

3 6. The Court identifies the “Aggrieved Employees” as:

4 All current and former employees who worked for Defendants at any facility in California and
5 were classified as a non-exempt employee during the PAGA Release Period.

6 7. The “PAGA Release Period” means:

7 a. May 8, 2022 through April 30, 2024 as to any of the following Defendant entities:
8 Sunbridge Braswell Enterprises, LLC; 991 Clyde Avenue Opco, LLC; 6740 Wilbur
9 Avenue Opco LLC; NewGen Administrative Services, LLC; Sapphire Operations,
10 LLC; BQ Operations Holdings, LLC; NewGen, LLC; Bold Quail 2, LLC; Meshuga
11 Operations Holdings, LLC; and Bold Quail 3 Operations Holdings, LLC.

12 b. The later of February 21, 2023 or the date that the named Defendant entity began
13 operating the entity in question, through April 30, 2024 as to any of the following
14 Defendant entities: 320 North Crawford Avenue Operations LLC; Anaheim Terrace
15 Care Center LLC; Bay Crest Care Center LLC; Devonshire Care Center LLC;
16 Fountain View Subacute & Nrsng Ctr LLC; Montebello Care Center LLC; Rio Hondo
17 Subacute & Nursing Center LLC; SunBridge Brittany Rehabilitation Center;
18 Sunbridge Care Enterprises West LLC; Sunbridge Hallmark Health Services LLC;
19 Sunbridge Meadowbrook Rehabilitation Center LLC; SunBridge Shandin Hills
20 Rehabilitation Center LLC; Sunbridge Stockton Rehabilitation Center; Woodland
21 Care Center LLC; 1030 Warner Avenue I Opco LLC (South Coast Post Acute and
22 Santa Ana Royale TRC); 23228 Madero Opco LLC; Windsor Monterey Care Center
23 LLC; 14766 Washington Avenue Operations LLC; S&F Home Health Opco I LLC;
24 S&F Hospice OPCO I LLC; S&F Market Street Healthcare LLC; Windsor Care
25 Center National City Inc.; Windsor Cheviot Hills LLC; Windsor Country Drive Care
26 Center; Windsor Court Assisted Living LLC; Windsor Cypress Gardens Healthcare
27 LLC; Windsor El Camino Care Center LLC; Windsor Elk Grove Care and Rehab
28 LLC; Windsor Elmhaven Care Center LLC; Windsor Hampton Care Center LLC;
Windsor Hayward Estates LLC; Windsor Rosewood Care Center LLC; Windsor
Sacramento Estates LLC; Windsor Skyline Care Center LLC; Windsor Terrace
Healthcare LLC; Windsor The Ridge Rehabilitation Center; Windsor Vallejo Care
Center LLC; Windsor Gardens Convalescent Hospital Inc.; Spring Senior Assisted
Living LLC; The Earlwood LLC; and Meshuga 2 Operations Holdings, LLC (aka
Sapphire 2 Operations Holdings, LLC).

i. However, due to a petition in bankruptcy, *In re: Windsor Terrace Healthcare, LLC, et al.*, United States Bankruptcy Court, Central District of California, Case No. 1:23-bk-11200-VK:

1. The PAGA Release Period shall not start prior to August 23, 2023 for each of the following entities: Windsor Terrace Healthcare, LLC; S&F Home Health Opco I, LLC; S&F Hospice Opco I, LLC; S&F Market Street Healthcare, LLC; Windsor Care Center National City, Inc.; Windsor Cheviot Hills, LLC; Windsor Country Drive Care Center, LLC; Windsor Court Assisted Living, LLC; Windsor Cypress Gardens Healthcare, LLC; Windsor El Camino Care Center, LLC; Windsor Elk Grove and Rehabilitation, LLC; Windsor Elmhaven Care Center, LLC; Windsor Gardens Convalescent Hospital, Inc.; Windsor Hampton Care Center, LLC; Windsor Monterey Care Center, LLC;

Windsor Rosewood Care Center, LLC; Windsor Skyline Care Center, LLC; Windsor The Ridge Rehabilitation Center, LLC; and Windsor Vallejo Care Center, LLC; and

2. The PAGA Release Period shall not start prior to September 29, 2023 for each of the following entities: Windsor Sacramento Estates, LLC; and Windsor Hayward Estates, LLC.

8. The Court approves Simpluris, Inc. to serve as the Administrator of this PAGA Settlement. The Court awards the Administrator an Administration Expenses Payment in an amount not to exceed **\$20,000.00** to effectuate administration of the PAGA Settlement.

9. Pursuant to the PAGA Settlement, the GSA shall be **\$1,100,000.00**, subject to any increase owed under the escalator clause at PAGA Settlement, ¶ 8. After deducting the PAGA Counsel Attorneys' Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment, the amount remaining for distribution as PAGA Penalties is **\$694,576.75**. The LWDA shall receive 75% of the PAGA Penalties, which is **\$520,932.56**, and the Aggrieved Employees shall receive 25%, which is **\$173,644.19**.

10. The Court appoints Plaintiffs' Counsel of record Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC, and Amanda E. Manahan and Shaheen Anthony Etemadi of Manahan O'Dell LLP as PAGA Counsel.

11. The Court awards to PAGA Counsel a PAGA Counsel Fees Payment in the amount of not more than one-third of the GSA (at least **\$366,666.67**), with 90% (at least **\$330,000.00**) to Moon Law Group, PC and 10% (at least **\$36,666.67**) to Manahan O'Dell LLP, as payment for reasonable attorneys' fees. The Court finds that the award is reasonable compared to amounts routinely approved in similar settlements and as guided by the California Supreme Court's decision concerning the awarding of fees from monetary funds for class members. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480, 503.) PAGA Counsel undertook representation on a contingency basis despite the uncertainty of any fee award. PAGA Counsel were necessarily precluded from pursuing other potential sources of fees because of work and fiduciary duties owed in connection with this Action. The Court observes that this is not a class action; it is more akin to contingent representation with an additional requirement of Court review due to the *qui tam* nature of a PAGA claim. Attorneys' fees that are fifty percent of a common fund are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small. (*See Van Vranken*

1 *v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most cases where 30–50 percent was
2 awarded involved “smaller” settlement funds of under \$10 million].) Based on these considerations, and after
3 conducting a lodestar cross-check, by the Court, the Court finds the fee award of one-third of the GSA is
4 reasonable and fair.

5 12. The Court awards to PAGA Counsel a PAGA Counsel Litigation Expenses Payment in the
6 amount of **\$20,466.58**, with **\$19,674.07** to Moon Law Group, PC and **\$792.51** to Manahan O’Dell LLP, as
7 reimbursement for actual litigation costs. The Court finds these amounts were actually and necessarily
8 incurred by PAGA Counsel in this Action.

9 13. Nothing in this PAGA Approval Order, the PAGA Settlement, nor any exhibit, document,
10 or instrument delivered thereunder will be construed as an admission or concession by any Party, and shall
11 not be construed as an admission by Defendants in any way that the claims asserted have any merit or
12 that this Action was properly brought as a representative action, and shall not be used as evidence of,
13 or used against Defendants as, an admission or indication in any way, including with respect to any
14 claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any
15 allegation asserted by any person. Whether or not the PAGA Settlement is finally approved, neither
16 the PAGA Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
17 PAGA Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
18 admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the
19 Defendants, including, but not limited to, evidence of a presumption, concession, indication or
20 admission by Defendants of any liability, fault, wrongdoing, omission, concession or damage. In the
21 event the PAGA Settlement does not become effective in accordance with the terms of the Agreement,
22 or the PAGA Settlement is not finally approved, or is terminated, canceled or fails to become effective
23 for any reason, this PAGA Approval Order shall be rendered null and void, and the Parties shall revert
24 to their respective positions as of before entering into the PAGA Settlement, and expressly reserve
25 their respective rights regarding the prosecution and defense of this Action, including all available
26 defenses and affirmative defenses. In such an event, the Court’s orders regarding the PAGA Settlement,
27 including this PAGA Approval Order, shall not be used or referred to in litigation for any purpose.
28 Nothing in this paragraph is intended to alter the terms of the PAGA Settlement with respect to the

1 effect of the PAGA Settlement if it is not approved.

2 14. Upon entry of this PAGA Approval Order, the Parties and the Administrator shall effectuate
3 all terms of the PAGA Settlement based on the provisions and timelines set forth therein and consistent with
4 this PAGA Approval Order.

5 15. Releases of Claims: Upon the Court's PAGA Approval Order and Defendants' full funding
6 of the Gross Settlement Amount, and any increase owed pursuant to the Escalator Clause provided in
7 Paragraph 8 of the Agreement, the PAGA Settlement shall be effective as a full and final accord and
8 satisfaction and settlement of, and as a bar to, the Released PAGA Claims against the Released Parties by
9 Plaintiffs, on behalf of themselves and their respective former and present representatives, agents, attorneys,
10 administrators, successors, and assigns, the Aggrieved Employees they seek to represent, the LWDA, and the
11 State of California.

12 16. The Court identifies the "Released PAGA Claims" are:

13 All PAGA claims alleged, or that could have reasonably been alleged arising out of the facts stated,
14 in Plaintiffs' letter to the LWDA and Plaintiffs' Operative Complaint, including PAGA claims that
15 occurred during the relevant PAGA Release Period for: (1) failure to provide accurate itemized wage
16 statements; (2) failure to properly record and provide legally required meal periods; (3) failure to
17 properly record and provide legally required rest periods; (4) failure to pay all wages owed, including
18 minimum wages; (5) failure to pay overtime wages (including failing to pay overtime at the correct
19 regular rate of pay); (6) failure to provide or properly calculate paid sick leave; (7) failure to reimburse
20 employees for all required expenses; (8) failure to pay all wages when due during employment and
21 upon termination; and (9) failure to maintain proper records, including time and payroll records.

18 17. The Court identifies the "Released Parties" as:

19 Defendants and each of their insurers, affiliates, subsidiaries, parent companies, predecessors,
20 successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives,
21 and powers-of-attorney.

21 18. The Court will enter Final Judgment in accordance with this PAGA Approval Order.

22 19. Upon entry of the Final Judgment, the Action will be DISMISSED WITH PREJUDICE,
23 and each side will bear its own costs and attorneys' fees, except as provided by the PAGA Settlement and
24 this PAGA Approval Order.

25 20. Pursuant to California Code of Civil Procedure section 664.6 and notwithstanding entry of
26 Final Judgment, the Court shall retain jurisdiction over the Parties, Actions, and the Settlement solely for
27 purposes of (i) enforcing the PAGA Settlement and/or Judgment, (ii) addressing settlement administration
28 matters, and (iii) addressing such post-Judgment matters as are permitted by law.



David S. Cunningham III

David S. Cunningham III / Judge

1 IT IS SO ORDERED.

2 02/25/2025

3 Dated: _____

Hon. David S. Cunningham III
Judge of the Superior Court, Los Angeles County