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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

BRANDON MARTIN, an individual on behalf
of himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

SAN ANTONIO POST ACUTE LLC, a
California limited liability company; and DOES
1-50, Inclusive,

Defendants.

Case No: CIVSB2317704

**[PROPOSED] ORDER GRANTING
PLAINTFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: October 28, 2024

Time: 8:30 a.m.

Judge: Hon. Jeffrey R. Erickson

Department: S14

1 Plaintiff Brandon Martin (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699, against San Antonio Post Acute LLC (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
6 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
7 of PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development
8 Agency (“LWDA”) was provided with notice of the settlement and the motion for approval of the
9 settlement via its online process and no objection has been received to the settlement or the motion
10 from the LWDA. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the
11 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
12 Agreement, which was filed with the Court (“PAGA Settlement”). The PAGA Settlement provides
13 for a Gross Settlement Amount in the total sum of \$180,000, which includes the Net Settlement
14 Amount, PAGA Counsel Award in the amount of \$80,000, comprised of attorneys’ fees in the
15 amount of \$60,000 and reimbursed litigation expenses in the amount of \$20,000, Service Award of
16 up to \$5,000 for the Plaintiff, and a Claims Administration Costs estimated in the amount of \$5,500.
17 The Net Settlement Amount is the amount remaining from the Gross Settlement Amount after the
18 deduction of the Claims Administration Costs, PAGA Counsel Award, and Plaintiff’s Service
19 Award. The Administrator will be Apex Class Action LLC. The sum of any settlement checks not
20 cashed within 180 days, or the extended deadline as provided in the Settlement Agreement, will be
21 transmitted to the State Controller’s Unclaimed Property Fund in the name of the Aggrieved
22 Employees who did not cash their checks. The Court approved the Gross Settlement Amount and
23 the distributions of the Gross Settlement Amount as set forth above.

24 The Court, having reviewed the evidence and papers submitted and argument of counsel,
25 pursuant to Labor Code section 2699(s)(2) hereby GRANTS the Parties’ motion and approves the
26 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
27 which shall be allocated and paid out as set forth in the Settlement Agreement.

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1 The “Aggrieved Employees” are defined as “all non-exempt employees who worked for
2 Defendant San Antonio Post Acute LLC in California during the PAGA Period, defined as the
3 period between May 23, 2022, through June 23, 2024 (“PAGA Period”). Upon approval by the
4 court of the PAGA Settlement by the Court and funding in full of the PAGA Settlement by
5 Defendant, Defendant and any other person or entity associated with Defendants, present, future,
6 or former, known or unknown, whom the Plaintiff might claim to be liable, including, but not
7 limited to any of Defendants' parent corporations, subsidiaries, divisions, affiliates, partners,
8 shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees,
9 lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives,
10 predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities,
11 and all other persons, firms, corporations, associations, partnerships, or entities having any legal
12 relationship to each other (“Released Parties”) shall be entitled to a release from the State of
13 California, the LWDA, and Plaintiff as to the following claims: all PAGA claims alleged in the
14 Operative Complaint and Plaintiffs PAGA notice to the LWDA which occurred during the PAGA
15 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
16 termination, unemployment insurance, disability, social security, workers' compensation, and
17 PAGA claims outside of the PAGA Period (“Released PAGA Claims”).

18 Neither the Settlement Agreement nor the settlement contained therein, nor any act
19 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
20 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
21 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
22 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
23 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
24 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
25 this action in any other action that may be brought against it or them in order to support a defense
26 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
27 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
28 similar defense or counterclaim.

1 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
2 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
3 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
4 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
5 the distribution of settlement benefits.

6 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
7 **ENTERED ACCORDINGLY.**

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9 DATED: _____, 2024

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11 _____
12 THE HONORABLE JEFFREY R. ERICKSON
13 JUDGE OF THE SUPERIOR COURT
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