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Attorneys for Plaintiffs,
LESLY ARREGUIN and GIAVANNA PEÑA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

LESLY ARREGUIN AND GIAVANNA PEÑA,
individually, and on behalf of Aggrieved
Employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

INTERCARE THERAPY, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 23STCV27972

*Assigned for All Purposes to the Honorable
Christopher K. Lui Dept. 76*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, SERVICE AWARDS, AND
SETTLEMENT ADMINISTRATION COSTS**

Complaint Filed: November 15, 2023
Trial Date: Not Set

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[PROPOSED] ORDER AND JUDGMENT

On November 12, 2025 at 8:30 a.m. in Department 76 of the above-entitled Court, located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, Plaintiff Lesly Arreguin's and Plaintiff Giavanna Peña's (collectively referred to herein as "**Plaintiffs**") Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Service Awards, and Settlement Administration Costs ("**Motion**") came on for hearing before the Honorable Christopher K. Lui. Blackstone Law, APC appeared on behalf of Plaintiff, and Fisher & Phillips LLP appeared on behalf of Defendant Intercare Therapy, Inc. ("**Defendant**").

Plaintiffs and Defendant (collectively, the "**Parties**") have executed the PAGA Settlement Agreement and Release ("**Settlement**," "**Agreement**," or "**Settlement Agreement**").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiffs' Motion is granted in its entirety.
2. This Order and Judgment incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and Judgment as set forth in the Settlement Agreement.
3. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private Attorneys General Act (California Labor Code section 2698, *et seq.*) ("**PAGA**"), including, but not limited to, providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code section 2699.3(a).
4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code section 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("**PAGA Action**").
5. The individuals covered under the Settlement consist of the following: "all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at

any time during the PAGA Period (“**Aggrieved Employees**”). The “**PAGA Period**” is defined as the period from November 15, 2022, to November 13, 2024.

6. The Court finds that the Parties reached the Settlement as a result of arm’s-length negotiations.

7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which shall be the Gross Settlement Amount (\$985,000.00) less the approved Attorneys’ Fees and Costs to Plaintiffs’ Counsel, Service Awards to Plaintiffs, and Settlement Administration Costs to Apex Class Action (“**Settlement Administrator**”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“**LWDA Payment**”) and twenty-five percent (25%) of the Net Settlement Amount (“**Employees’ Portion**”) shall be distributed to the Aggrieved Employees in accordance with this Order and Judgment and the Settlement Agreement.

8. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

9. The Court approves the payment of \$344,750.00 to Plaintiffs’ Counsel for attorneys’ fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of \$20,243.18 to Plaintiff’s Counsel for reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

11. The Court approves the payment of up to the amount of \$7,500.00 to each Plaintiff (for a total of \$15,000.00) for their Service Awards. This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment in the amount of up to \$16,500.00 to the Settlement
2 Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross
3 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
4 Settlement Agreement.

5 13. The Court approves the cover letter (“**Cover Letter**”), attached hereto as **Exhibit 1**,
6 and the Settlement Administrator shall distribute the Cover Letter (in English) to Aggrieved
7 Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved
8 Employees.

9 14. Defendant may fund the Gross Settlement Amount in two installments of \$492,500.00
10 each, pursuant to the terms of the Settlement Agreement.

11 15. No later than fourteen (14) calendar days after the date of this Order and Judgment,
12 Defendant will provide the Settlement Administrator with a list of all Aggrieved Employees,
13 containing each Aggrieved Employee’s first and last name, last known address, last known telephone
14 number, Social Security number, start and end dates of employment, number of Pay Periods, and other
15 such information as necessary for the Settlement Administrator to calculate Pay Periods (collectively,
16 “**Aggrieved Employees List**”).

17 16. No later than seven (7) calendar days after the Settlement Administrator receives the
18 Aggrieved Employees List and first installment of the Gross Settlement Amount, the Settlement
19 Administrator will distribute the agreed upon Cover Letter and Individual PAGA Payments to
20 Aggrieved Employees.

21 17. No later than seven (7) calendar days after the Settlement Administrator receives the
22 second installment of the Gross Settlement Amount, the Settlement Administrator will distribute the
23 LWDA Payment to the LWDA, the Service Awards to Plaintiffs, the Attorneys’ Fees and Costs to
24 Plaintiffs’ Counsel, and the Settlement Administration Costs to itself.

25 18. The Individual PAGA Payment checks issued to Aggrieved Employees will remain
26 valid and negotiable for one hundred and eighty (180) calendar days, and thereafter, will be canceled.
27 Any funds associated with such canceled checks will be distributed to the State Controller’s Office
28 Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of

1 their respective Individual PAGA Payment(s).

2 19. If the actual number of Pay Periods worked by the Aggrieved Employees during the
3 PAGA Period increases is more than ten percent (10%) above 44,000, the Gross Settlement Amount
4 will be increased proportionally by the percentage that the actual number exceeds the 10% buffer.

5 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

6 21. Upon the date of the Court's order granting approval of the Settlement Agreement and
7 full funding of the Gross Settlement Amount, Plaintiffs, and the State of California with respect to
8 Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled,
9 compromised, relinquished, and discharged Defendant and its current and former officers, directors,
10 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns
11 (collectively, the "Released Parties") from any and all claims arising from any of the factual allegations
12 in the PAGA Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under
13 the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*, for Defendant's
14 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
15 associated premium payments, timely pay wages during employment and upon separation of
16 employment, provide compliant wage statements, maintain complete and accurate payroll records, and
17 reimburse necessary business-related expenses in violation of California Labor Code sections 201,
18 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
19 applicable Industrial Welfare Commission Wage Orders.

20 22. No individualized notice of this Order and Judgment is required to be provided to the
21 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
22 system established for the filing of notices and documents, in conformity with California Labor Code
23 section 2699(1)(3).

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1 23. A Non-Appearence Final Accounting Hearing is set for _____ at
2 _____ in Department 76 of the above-entitled Court. A Final Report is due to be filed no later
3 than _____ confirming that disbursements were made pursuant to the Settlement.
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5 **IT IS SO ORDERED.**

6
7 Dated: _____

Honorable Christopher K. Lui
Judge of the Superior Court

EXHIBIT A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court Case No. 23STCV27972

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court Case No. 23STCV27972 (“Action”).

The lawsuit was filed on November 15, 2023 by Lesly Arreguin and Giavanna Peña (“Plaintiff”) against their former employer Intercare Therapy, Inc. (“Defendant”), on behalf of the State of California, with respect to each of them individually and on behalf of other allegedly aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during and upon separation of employment, failure to provide compliant wage statements, failure to maintain requisite payroll records, failure to reimburse business expenses, and unfair business practices. Prior to initiating the lawsuit, on September 6, 2023, Plaintiffs submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of their intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-979836-23 (“PAGA Notice”).

Defendant denies all of Plaintiffs’ allegations and denies any wrongdoing of any kind associated with Plaintiffs’ allegations. A settlement was reached between Plaintiffs and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period November 15, 2022 to November 13, 2024 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

1 “Released Parties” means Defendant and its current and former officers, directors, members,
2 insurers,
3 shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

4 “Released Claims” means any and all claims arising from any of the factual allegations in the
5 Operative

6 Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private
7 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*, for Defendant’s alleged
8 failure to pay overtime and minimum wages, provide compliant meal and rest periods and
9 associated premium payments, timely pay wages during and upon separation of employment,
10 provide compliant wage statements, maintain complete and accurate payroll records, and reimburse
11 necessary business-related expenses in violation of California Labor Code sections 201, 202, 203,
12 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
13 applicable Industrial Welfare Commission Wage Orders.

14 The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it
15 is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the
16 funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed
17 Property Division in your name and in the amount of your Individual PAGA Payment.

18 **Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to**
19 **ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you
20 may contact [Settlement Administrator] at [toll-free phone number].
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EXHIBIT A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

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On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period November 15, 2022 to November 13, 2024 is the “PAGA Period.”

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Under the settlement, as of <<date of full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

1 “Released Parties” means Defendant and its current and former officers, directors, members,
2 insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

3 “Released Claims” means any and all claims arising from any of the factual allegations in the
4 Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the
5 Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*, for Defendant’s alleged
6 failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated
7 premium payments, timely pay wages during and upon separation of employment, provide compliant wage
statements, maintain complete and accurate payroll records, and reimburse necessary business-related
expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission
Wage Orders.

8 The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it
9 is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the
10 funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed
Property Division in your name and in the amount of your Individual PAGA Payment.

11 **Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to**
12 **ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you
may contact [Settlement Administrator] at [toll-free phone number].