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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CHANEL VICK an individual, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

MONTCLAIR MANOR CARE CENTER,
LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVSB2329280

CLASS ACTION

Assigned for All Purposes To:
Hon. Kory Mathewson

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

Hearing Date: April 28, 2025
Time: 9:00 a.m.
Department: R12

On April 28, 2025 at 9:00 a.m. in Department R12, Plaintiff Chanel Vick's ("Plaintiff") unopposed Motion for Approval of the PAGA Settlement Agreement ("Settlement Agreement") entered into by and between Plaintiff, on behalf of herself, the State of California and all aggrieved employees (the "Aggrieved Employees"), and Defendant Montclair Manor Care Center, LLC ("Defendant"), came before the Court for hearing pursuant to the Private Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via her counsel ("PAGA Counsel") and counsel also appeared for Defendant. There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement entered into between Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as all current and former hourly-paid, employees employed by Montclair Manor Care Center, LLC throughout California any time during the PAGA Period, which is November 8, 2022, through October 17, 2024.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$155,000.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

1 4. The Court hereby finds that Plaintiff’s notice of the proposed Settlement submitted
2 to the Labor and Workforce Development Agency (“LWDA”) fully and adequately complied with
3 the notice requirements of California Labor Code § 2699.

4 5. Upon the Effective Date, Plaintiff, the State of California and the Aggrieved
5 Employees shall be bound by the following release set forth in the Settlement Agreement:

6 Release by Plaintiff, Aggrieved Employees and the LWDA:

7 Plaintiff, Aggrieved Employees, and the LWDA are deemed to fully and
8 finally release and discharge Released Parties from the Released PAGA Claims that
have arisen during the PAGA Period.

9 “Released Parties” means Defendant and each of its divisions, subsidiaries, parents, or
10 other related entities, past and present, and each of them, as well as each of their directors, officers,
11 shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators,
12 beneficiaries, assignees, successors, business managers, insurers, attorneys, and employees, past
13 and present, and each of them and their marital community.

14 “Released PAGA Claims” means any and all claims for civil penalties under PAGA arising
15 under PAGA arising during the PAGA Period that were alleged in the LWDA Letter and the First
16 Amended Complaint in the Action, including failure to pay minimum wages, failure to pay wages
17 and overtime in violation of Labor Code Section 510, failure to provide compliant meal and rest
18 periods in violation of Labor Code Section 226.7, failure to provide complete and accurate wage
19 statements in violation of Labor Code Section 226, failure to take back wages already paid in
20 violation of Labor Code Section 221, failure to pay wages semi-monthly in violation of Labor
21 Code Section 204, failure to pay all wages owed at discharge or resignation in violation of Labor
22 Code Section 203, failure to keep complete and accurate payroll records in violation of Sections
23 1174, 1174.5, and failure to reimburse necessary business expenditures under Labor Code Section
24 2802.

25 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
26 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
27 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
28 Action, or of any wrongdoing by Defendant, or any of the other Released Parties. The Settlement

Agreement represents a compromise and settlement of highly disputed claims. Defendant denies all liability in the Action. Representative treatment of the Aggrieved Employees also is for settlement purposes only.

7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA Counsel for settlement purposes.

8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA Counsel in the total amount of **\$54,250.00**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to PAGA Counsel in the amount of **\$18,463.94**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

11. The Court appoints Phoenix Settlement Administrators ("Phoenix") to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **\$3,295.00** to Phoenix as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

12. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **\$78,991.06** shall be allocated as follows: 75% (**\$59,243.30**) will be paid to the LWDA and the remaining 25% (**\$19,747.76**) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

13. Defendant will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

14. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to California Code of Civil Procedure Section 664.6.

15. The Court hereby enters judgment of the entire Action, with prejudice, for the

1 reasons set forth above and upon the terms set forth in the Settlement Agreement. This Order shall
2 have full equitable and collateral estoppel and res judicata effect and be final and binding upon
3 Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released PAGA Claims.

4 16. This Judgment is intended to be a final disposition of the above-captioned action in
5 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
6 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

7 17. As the Judgment is consistent with the terms of the Settlement Agreement, the
8 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
9 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
10 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
11 waiver of the right to oppose such motions, writs or appeals. If another individual or entity who is
12 not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under the
13 Settlement Agreement will be suspended until such time as the appeal is finally resolved and the
14 Judgment becomes final.

15 **IT IS SO ORDERED.**

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17 DATED: _____ 2025

18 Hon. Kory Mathewson
19 Judge of the Superior Court
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