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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TERRILL POINTER, individually, and on behalf
of all others similarly sit,

Plaintiff,

v.

CROTHALL HEALTHCARE, INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 23STCV26517

*[Assigned for All Purposes to the Honorable
Theresa M. Traber, Dept. 1]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND
JUDGMENT THEREON**

Settlement Approval Hearing:

Date: January 13, 2027

Time: 10:30 a.m.

Dept: 1

Complaint filed: October 30, 2023

FAC filed: February 20, 2024

Trial date: None Set

1 The Court, having considered Plaintiff Terrill Pointer (“Plaintiff”) Motion for Approval
2 of PAGA Settlement pursuant to the California Private Attorneys General Act, California Labor
3 Code §§ 2698, et seq. (“PAGA”), as well as the PAGA Settlement Agreement (“Settlement
4 Agreement,” attached as Exhibit 1 to the Declaration of Benjamin H. Haber), the papers filed
5 in support of the motion, and the arguments of counsel, has determined that the Settlement
6 provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

7 Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

8 1. The Court has jurisdiction over the subject matter of this PAGA Action and over
9 all Parties to the Action.

10 2. This Order incorporates the Settlement Agreement agreed to between Plaintiff,
11 on behalf of themselves, the State of California, the LWDA, and Aggrieved Employees, on the
12 one hand, and Defendant Crothall Healthcare, Inc. (“Defendant”), on its own behalf and on
13 behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all
14 capitalized terms used herein shall have the same meaning as defined in the Settlement
15 Agreement.

16 3. Aggrieved Employees means a person employed by Defendant in California and
17 classified as a non-exempt or hourly paid employee who worked for Defendant beginning
18 December 12, 2022, through December 28, 2025.

19 4. The Court hereby finds that Plaintiff notified the Labor and Workforce
20 Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements
21 of California Labor Code § 2699(s). The Court has received no objection from the LWDA
22 regarding the Settlement.

23 5. The Court finds that the Settlement has been reached as a result of serious and
24 non-collusive, arm’s-length negotiations. The Court has considered the nature of the claims, the
25 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
26 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the
27 Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and
28 provides genuine and meaningful relief under PAGA. The Court therefore approves the

1 Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement
2 according to the terms outlined in the Settlement Agreement.

3 6. Defendant will not be required to pay any additional amounts in connection with
4 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement
5 Agreement and this Order, which shall not exceed \$1,197,000.00.

6 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire
7 Law Firm, PLC, in the amount of 33 1/3% of the Gross Settlement Amount, currently estimated
8 to be \$399,000.00. The Court also awards a PAGA Counsel Litigation Expenses Payment in the
9 amount of \$18,682.83. The PAGA Counsel Fees Payment and the PAGA Counsel Litigation
10 Expenses Payment are to be paid from the Gross Settlement Amount.

11 8. The Court awards a PAGA Representative Service Payment to Plaintiff Terrill
12 Pointer for his services in the amount of \$10,000.00. Plaintiff submitted declarations detailing
13 the ways in which they assisted PAGA Counsel in the litigation of the PAGA Action, and the
14 award is appropriate in light of the stated purpose of PAGA.

15 9. The Court appoints Apex Class Action Administration to serve as the Settlement
16 Administrator. The Court concludes that the Administration Expenses Payment in the amount
17 of \$11,990.00 is reasonable and necessary to administer the Settlement and shall be paid from
18 the Gross Settlement Amount.

19 10. The Net Settlement Amount of \$757,327.17 shall be allocated as follows: 75% of
20 the PAGA Penalties (\$567,995.38) will be paid to the LWDA, and the remaining 25%
21 (\$189,331.79) will be paid to all Aggrieved Employees pursuant to the calculation set forth in
22 the Settlement Agreement for calculating Individual PAGA Payments.

23 11. The Court directs that the Administrator send the Notice, attached as Exhibit A
24 to the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments
25 to be issued pursuant to the Settlement.

26 12. Effective on the date when Defendant fully funds the entire Gross Settlement
27 Amount, Plaintiff, Aggrieved Employees, LWDA and PAGA Counsel will release claims
28 against all Released Parties as follows:

1 a. Plaintiffs' Release: Plaintiff and his respective former and present
2 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
3 administrators, successors, and assigns generally, release and discharge the
4 Released Parties from all claims, transactions, or occurrences that occurred
5 during the PAGA Period, including, but not limited to: (a) all claims that arise
6 from or are related to Plaintiff's employment with Defendant and the cessation
7 thereof; and (b) all claims that were, or reasonably could have been, alleged,
8 based on the facts contained in the Operative Complaint and the PAGA Notice
9 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or
10 actions to enforce this Agreement, or to any claims for vested benefits,
11 unemployment benefits, disability benefits, social security benefits, workers'
12 compensation benefits that arose at any time, or based on occurrences outside the
13 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law
14 different from, or in addition to, the facts or law that Plaintiff now knows or
15 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
16 remain effective in all respects, notwithstanding such different or additional facts
17 or Plaintiff's discovery of them.

18 b. Release by Aggrieved Employees: Plaintiff, acting in his representative
19 capacity as the authorized proxy of the LWDA pursuant to Labor Code section
20 2699, releases on behalf of the State of California, All Aggrieved Employees are
21 deemed to release, on behalf of themselves and their respective former and
22 present representatives, agents, attorneys, heirs, administrators, successors, and
23 assigns, the Released Parties from all claims for PAGA penalties that were
24 alleged, or reasonably could have been alleged, based on the facts stated in the
25 Operative Complaint and the PAGA Notice, which occurred during the PAGA
26 Period, including but not limited to, any claims for civil penalties based on
27 Defendant's alleged failure to pay minimum, straight time, and overtime wages
28 and/or failure to pay minimum, straight time, and overtime wages at the correct

1 rate(s) of pay, failure to provide legally compliant meal periods, failure to
2 authorize and permit rest periods, failure to timely pay wages during employment,
3 failure to timely pay final wages at termination, failure to provide accurate
4 itemized wage statements, failure to indemnify necessary business expenses,
5 failure to maintain accurate records, and unfair business practices.

6 c. Release by PAGA Counsel: PAGA Counsel release on behalf of their
7 present and former attorneys, employees, agents, successors and assigns, the
8 Released Parties from all claims for attorneys' fees and expenses incurred in
9 connection with the Operative Complaint and the PAGA Notice.

10 13. Without affecting the finality of this order and entry of judgment, the Court
11 retains exclusive and continuing jurisdiction over this Action for purposes of supervising,
12 administering, implementing, and enforcing this Order, the Settlement and the Judgment
13 pursuant to California Code of Civil Procedure section 664.6.

14 14. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument
15 delivered thereunder shall be construed as an admission or concession by any party of any fault,
16 omission, liability or wrongdoing. They also should not be construed as a concession or
17 admission by Defendant that the claims asserted have any merit or that this action was properly
18 brought as a representative action, and shall not be used as evidence of, or used against
19 Defendant as, an admission or indication in any way, including with respect to any claim of any
20 liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any
21 allegation asserted by any person. This Order is not a finding of the validity or invalidity of any
22 claims in this action or a determination of any wrongdoing by any party. The Settlement and
23 this resulting Order and entry of judgement simply represent a compromise of disputed
24 allegations.

25 15. Upon completion of the Settlement, the Administrator will provide written
26 certification of the completion to the Court and counsel for the Parties which shall be filed with
27 the Court on or before _____, 2026 (suggested 14 days prior to compliance
28 hearing). The Court sets a final accounting hearing to assess compliance with this Order and

1 the Settlement Agreement for _____ at _____ a.m./p.m.

2 16. The entire Action will be dismissed, with prejudice, at the final accounting
3 hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance
4 with this Order and the Settlement Agreement by that date.

5 17. Plaintiff are directed to submit a copy of this Order to the LWDA within 10
6 calendar days after the entry of this Order.

7 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

8
9
10 DATE: _____

HON. THERESA M. TRABER
JUDGE OF THE SUPERIOR COURT