

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

05/27/2026

Angela Braun, Executive Officer

BY Chavez, Terri

Deputy Clerk

1 Jamie K. Serb, Esq. (SBN 289601)
jamie@crosnerlegal.com
2 Zachary M. Crosner, Esq. (SBN 272295)
zach@crosnerlegal.com
3 **CROSNER LEGAL, PC**
9440 Santa Monica Blvd. Suite 301
4 Beverly Hills, CA 90210
Tel: (866) 276-7637
5 Fax: (310) 510-6429

6 Attorneys for Plaintiff RANDY GOAD

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SANTA BARBARA**

10 RANDY GOAD, on behalf of the State of
California and all Aggrieved Employees,

11 Plaintiff,

12 v.

13
14 SRG OPERATING, INC., a Delaware
Corporation; SENIOR RESOURCE GROUP
15 LLC, a Delaware Limited Liability
Company; SRG PARTNERS, LLC, a
16 Delaware Limited Liability Company; SRG
PARTNERS COMMUNITIES
17 INVESTMENT CO, LLC, a Delaware
18 Limited Liability Company; and DOES 1-
100, inclusive,

19 Defendants.
20
21
22
23
24
25
26
27
28

CASE NO. 24CV00643

Assigned for All Purposes to:
Hon. Donna Geck
Dept. 4

**~~PROPOSED~~ ORDER AFTER HEARING
GRANTING RENEWED MOTION FOR
APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT
AND JUDGMENT**

Date: May 15, 2026
Time: 10:00 a.m.
Dept: 4

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Randy Goad’s Renewed Motion for Approval of Settlement under PAGA
3 came before this Court on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s complaint and his letter to the Labor Workforce & Development Agency (“LWDA”) dated December 1, 2023 (the “LWDA Notice”), all current and former non-exempt employees
8 employed by Defendant SRG Operating, Inc. (“SRG” or “Defendant”) in California at any time
9 during the PAGA Period of December 1, 2022 to April 15, 2025 (the “Aggrieved Employees”).
10

11 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
12 approve any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(1)(2).
13 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
14 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
15 papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing,
16 HEREBY ORDERS AS FOLLOWS:

17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
19 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
20 terms, as fair, reasonable, and adequate;

21 3. The Court finds further that all Aggrieved Employees are deemed to release, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
24 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint
25 and/or the PAGA Notice including, but not limited to Labor Code §§ 201-204, 208, 210, 212, 216, 218,
26 221, 222, 223, 226, 226.3, 226.6, 226.7, 227.3, 233, 245-248.5, 256, 432.5, 432.6, 432.7, 510, 512, 551,
27 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, California Code of Regulations,
28 Title 8, Section 11040, Subdivision 5 (A)-(B), California Code of Regulations, Title 8 Section 1 1070 (14)

1 (Failure to Provide Seating), and the IWC Wage Orders, that accrued at any time during the PAGA Period
2 (“PAGA Released Claims”). The express purpose of this Agreement and the Judgment to be entered by the
3 Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual
4 or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved
5 Employees) from asserting any of the PAGA Released Claims that occurred during the PAGA Period in
6 any future litigation. All Aggrieved Employees will be bound by the settlement of the PAGA claims that
7 occurred during the PAGA Period being released herein, upon its approval by the Court, regardless of
8 whether he or she negotiates (i.e. cashes or deposits) his or her settlement check.

9 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State
10 of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any
11 person, including the Aggrieved Employees, on behalf of the State of California, as to the Released Claims
12 and Released Parties.

13 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
14 Defendant is directed to make all payments required by the Settlement Agreement;

15 6. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement Amount
16 of \$675,000.00 within fifteen (15) days of the Effective Date of the Settlement. The Court approves the
17 following payments from the Gross Settlement Amount:

18 a. \$146,090 in attorney’s fees to Crosner Legal, PC, reduced from the requested amount;
19 b. \$8,743.99 in litigation costs to Crosner Legal, PC, reduced from the requested amount;
20 c. \$5,500.00 in administration costs to Phoenix Settlement Administrators; and
21 d. \$514,666.01 in PAGA Penalties and, under Labor Code section 2699(i), the PAGA
22 Penalties will be distributed 75 percent (approximately \$385,999.51) to the LWDA, and the remaining 25
23 percent (approximately \$128,666.50) to the Aggrieved Employees on a pro rata basis, as set forth in the
24 Settlement Agreement.

25 7. The Court declines to approve a service award to Plaintiff Randy Goad, as requested.

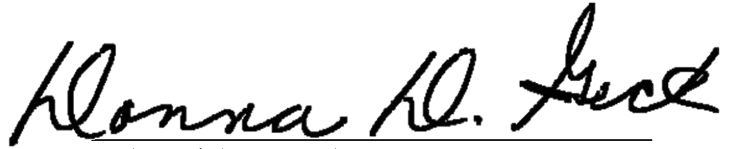
26 8. The Court finds the amount of PAGA Penalties to be fair, reasonable and adequate, and
27 furthers the purposes of PAGA. The Court finds further that the requested attorney’s fees and litigation
28 costs, settlement administration costs, and service award to be fair and reasonable. The Court approves

1 these payments, and directs the Settlement Administrator to issue payment to Crosner Legal, P.C., the
2 LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, and itself, as set forth in
3 the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement.

4 9. This document shall constitute a Judgment for purposes of California Rule of Court
5 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
6 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the
7 Settlement Agreement and this Judgment.

8 **IT IS SO ORDERED.**

9
10
11 Dated: 05/27/2026

A handwritten signature in black ink, appearing to read "Donna D. Geck", written over a horizontal line.

Judge of the Superior Court
Donna D Geck