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Attorneys for Plaintiff ERICA GOODEN,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF YOLO

ERICA GOODEN, on behalf of herself and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

RIVER BEND HOLDINGS, LLC d/b/a RIVER
BEND NURSING CENTER, a California
limited liability company; CPEHR, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV2024-0309

Assigned for All Purposes To:

Hon. Timothy L. Fall

Dept.: 11

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

Hearing Date: May 14, 2025

Time: 9:00 a.m.

Dept.: 11

On May 14, 2025 at 9:00 a.m. in Department 11, Plaintiff Erica Gooden’s (“Plaintiff”) unopposed Motion for Approval of the parties’ PAGA Settlement Agreement and Release (“Settlement Agreement”) 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 Defendants River Bend Holdings, LLC d/b/a River Bend Nursing Center (“Defendant River Bend”), and CPE HR, Inc. (“Defendant CPEHR”) (collectively “Defendants”). 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 incorporates the Settlement Agreement entered into between Plaintiff, on behalf of herself, the State of California, and all aggrieved employees on the one hand, and Defendants 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. There are approximately 278 Aggrieved Employees, defined as “all individuals who worked for Defendant River Bend as non-exempt employees in California at any during the PAGA Period,” which is “the period from February 2, 2023 through July 10, 2024.”

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$140,000.00 (“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.

4. The Court hereby finds that Plaintiff’s notice of the proposed Settlement submitted

1 to the Labor and Workforce Development Agency (“LWDA”) fully and adequately complied with
2 the notice requirements of California Labor Code § 2699.

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

5 Release of Claims:

6 “Released Parties” are Defendants and their parents, subsidiaries, and affiliates.

7 “Effective Date” is the date on which this Court enters a Judgment on its Order Approving
8 the PAGA Settlement.

9 As of the Effective Date, all Aggrieved Employees, the State of California, the LWDA,
10 and Plaintiff, in consideration of the PAGA Payment, shall be bound by the Settlement Agreement
11 and shall have recourse exclusively to the benefits, rights, and remedies provided thereunder.
12 Plaintiff and Aggrieved Employees (on behalf of themselves and their respective former and
13 present representatives, agents, attorneys, heirs, administrators, successors, and assigns), and the
14 State of California, shall be deemed to have released the Released Parties from all claims for
15 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated
16 in the First Amended Complaint and the PAGA Notice that occurred during the PAGA Period.
17 The Released Claims include: (a) all claims for civil penalties under PAGA that were actually
18 alleged or that could have been alleged in the Action by Plaintiff, on behalf of the State of
19 California, herself and the Aggrieved Employees, based on the facts alleged in the First Amended
20 Complaint, including but not limited to penalties pursuant to Labor Code sections 201, 202, 203,
21 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2,
22 1197, 1198, 1199, 2698, 2699, et seq., and 2802, claims under the Minimum Wage Order or Claims
23 under Wage Order 5 (for failure to pay the minimum wage, failure to pay overtime, failure to keep
24 required records, failure to provide meal periods, and failure to authorize and permit rest periods),
25 claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the
26 PAGA Employees; (b) any other remedies under the PAGA, penalties, or interest based on the
27 facts alleged in the First Amended Complaint; and (c) all claims that Plaintiff and/or the Aggrieved
28 Employees may have been against the Released Parties relating to the payment, taxation, and

1 allocation of attorney's fees and costs to PAGA Counsel pursuant to the Settlement Agreement.
2 Aggrieved Employees may discover facts in addition to those they now know or believe to be true
3 with respect to the subject matter of the Released Claims, but upon the Effective Date, Aggrieved
4 Employees shall be deemed to have, and by operation of the Settlement approval order shall have,
5 fully, finally, and forever settled and released any and all of the Released Claims, without regard
6 to the subsequent discovery or existence of such different or additional facts. Aggrieved
7 Employees agree not to sue or otherwise make a claim against any of the Released Parties that
8 seeks recovery for any of the Released Claims. It is the intent of the Parties that the Settlement
9 Approval Order entered by the Court shall have full res judicata effect and be final and binding
10 upon the Aggrieved Employees regarding the Released Claims.

11 6. Nothing in the Settlement Agreement is intended or should be construed as an
12 admission by Defendants that any of the allegations in the Operative Complaint have merit or that
13 Defendants have any liability for any claims asserted; nor should it be intended or construed as an
14 admission by Plaintiff that Defendants' defenses in the Action have merit.

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

17 8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA
18 Counsel in the total amount of **\$46,666.67**, to be paid out of the Gross Settlement Amount, as final
19 payment for and satisfaction of any and all attorney's fees arising out of the Action.

20 9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to
21 PAGA Counsel in the amount of **\$16,085.26**, to be paid out of the Gross Settlement Amount, as
22 final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

23 13. The Court appoints Apex Class Action, LLC ("Apex") to serve as the Settlement
24 Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
25 administration related payments in the amount of **\$5,490.00** as compensation for its fees and costs
26 in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

27 14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
28 approximately **\$71,758.07** shall be allocated as follows: 75% (**\$53,818.55**) will be paid to the

1 LWDA and the remaining 25% (**\$17,939.52**) will be paid to the Aggrieved Employees pursuant to
2 the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

3 15. Defendants will not be required to pay any additional amounts in connection with
4 the Settlement other than those amounts specifically set forth in the Settlement Agreement and this
5 Order.

6 16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
7 purposes of supervising the implementation, enforcement, construction, administration, and
8 interpretation of the Settlement Agreement and this Judgment.

9 17. The Court hereby enters judgment of the entire Action, with prejudice, for the
10 reasons set forth above and upon the terms set forth in the Settlement Agreement.

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

14 **IT IS SO ORDERED.**

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16 DATED: _____ 2025

17 Hon. Timothy L. Fall
18 Judge of the Superior Court
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