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21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

22 **COUNTY OF LOS ANGELES**

23 JENNIFER ORELLANA, individually, and on
24 behalf of the State of California and other
25 aggrieved persons,

26 Plaintiff,

27 vs.

28 KF RINALDI, LLC, DBA RINALDI
CONVALESCENT HOSPITAL, a
California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No. 24STCV07850 (Lead Case)
Case No. 24CHCV02084 (Related Case)

Assigned for All Purposes To:
Hon. Carolyn B. Kuhl, Dept. 12

**REVISED [PROPOSED] ORDER
GRANTING APPROVAL OF PAGA
SETTLEMENT AND JUDGMENT**

Motion for PAGA Approval Hearing:

Date: May 28, 2026

Time: 1:45 p.m.

Dept: 12

Complaint filed: March 27, 2024

Trial date: Not set

1 The Court, having considered the Plaintiff Jennifer Orellana's Motion for Approval of
2 PAGA Settlement pursuant to California's Private Attorneys General Act, California Labor Code
3 § 2698 *et seq.* ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or
4 "Settlement Agreement," attached as Exhibit 1 to the Declaration of John G. Yslas), the papers
5 filed 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, on
11 behalf of herself, the State of California, and Aggrieved Employees, on the one hand, and
12 Defendant KF Rinaldi, LLC, dba Rinaldi Convalescent Hospital ("Defendant"), on its own behalf
13 and on 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 Agreement.

15 3. Aggrieved Employees means all persons who worked for Defendant as an
16 employee at any time during the period beginning March 28, 2023 to May 1, 2025.

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

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

1 6. Defendant will not be required to pay any additional amounts in connection with
2 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement
3 Agreement and this Order, which shall not exceed \$200,000.00.

4 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law
5 Firm, PLC, in the total amount of \$66,666.66. The Court also awards a PAGA Counsel Litigation
6 Expenses Payment in the total amount of \$20,108.93. The PAGA Counsel Fees Payment and the
7 PAGA Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

8 8. The Court awards a PAGA Representative Service Payment to Plaintiff Orellana in
9 the amount of \$7,500.00. Plaintiff submitted a declaration detailing the ways in which she assisted
10 PAGA Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the
11 stated purpose of PAGA.

12 9. The Court appoints Phoenix Class Action Administration Solutions ("Pheonix") to
13 serve as the Settlement Administrator. The Court concludes that the Administration Expenses
14 Payment in the amount of \$4,250.00 is reasonable and necessary to administer the Settlement and
15 shall be paid from the Gross Settlement Amount.

16 10. The Net Settlement Amount of \$101,399.41 shall be allocated as follows: 75% of
17 the PAGA Settlement Amount, or \$76,049.56, will be paid to the LWDA, and the remaining 25%,
18 or \$25,349.85, will be paid to all Aggrieved Employees pursuant to the calculation set forth in the
19 Settlement Agreement for calculating Individual PAGA Payments.

20 11. The Court directs that the Administrator send the Notice, attached as Exhibit A to
21 the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to
22 be disseminated pursuant to the Settlement.

23 12. Upon the Effective Date, the terms of the Settlement Agreement, and this Order
24 and Judgment, shall be binding on the Parties. Plaintiff and the Aggrieved Employees shall be
25 bound by the releases set forth in the Settlement Agreement. Specifically:

- 26 a. Upon the Effective Date and contingent upon payment of the Gross Settlement
27 Amount, Plaintiff will be deemed to have provided a general release to the Released
28 Parties.

1 b. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount, Aggrieved Employees will release claims against all Released Parties as
3 follows:

4 Release by Aggrieved Employees: The claims released by Aggrieved
5 Employees (the "Released PAGA Claims") are all claims for PAGA civil
6 penalties that are alleged or reasonably could have been alleged based on
7 the facts alleged in the operative Complaint and the PAGA letter. The
8 Released PAGA Claims are those that accrued during the PAGA Period.

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

13 14. Nothing in this Order or the Settlement shall be construed as an admission or
14 concession by any party. The Settlement and this resulting Order and entry of judgement simply
15 represent a compromise of disputed allegations.

16 15. Upon completion of the Settlement, the Administrator will provide written
17 certification of the completion to the Court and counsel for the Parties which shall be filed with
18 the Court on or before Feb. 18, 2027 (at least 14 days prior to any deadline set by
19 non-appellate case review the Court). The Court sets a final accounting hearing to assess compliance with this Order and the
20 Settlement Agreement for Feb. 23, 2027 (proposed July 24, 2026) at a.m./p.m.

21 16. Judgment is hereby entered in the
22 PAGA Action (24CHCV02084) The entire PAGA Action will be dismissed, with prejudice, at the final accounting
23 hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance with
this Order and the Settlement Agreement by that date.

24 17. Based on Plaintiff's Request for Dismissal of All Claims Without Prejudice, in Case
25 No. 24STCV07850, filed in the Los Angeles County Superior Court, and good cause appearing,
26 the Court orders the Class Action (Case No. 24STCV07850), is dismissed without prejudice. There
27 is no prevailing party for purposes related to the Class Action (Case No. 24STCV07850) dismissal,
28 and thus all Parties will bear their own attorney's fees and costs with respect to the Class Action

1 (Case No. 24STCV07850).

2 18. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10)
3 calendar days after the entry of this Order.

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

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6 Dated: 5/28/2026


7 Honorable Carolyn B. Kuhl
8 Judge of the Superior Court

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10 **CAROLYN B. KUHL, JUDGE**
11 **COMPLEX CIVIL LITIGATION**
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