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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 MIRANDA OLDHAM, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.

15 TOWN HOSPICE & PALLIATIVE CARE,
16 LLC, a California Limited Liability
Company; and DOES 1 through 20,
17 inclusive;

18 Defendants.
19

Case No.: CVRI2402951
*[Assigned to Hon. Harold W. Hopp, Dept 1,
for all purposes]*

**[PROPOSED] ORDER APPROVING
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

20 The Motion to Approve the PAGA Settlement (the “Settlement” or “Settlement
21 Agreement”)¹ between Plaintiff Miranda Oldham (“Plaintiff”) and Defendant Town Hospice &
22 Palliative Care, LLC and Suncrest Health Services LLC (“Defendants”) came before this Court
23 on for a hearing on September 8, 2026, in accordance with Labor Code § 2699(1)(2) of the
24 Private Attorneys General Act of 2004 (“PAGA”). The Motion was unopposed by Defendants.

25 Having considered the Motion to Approve the PAGA Settlement, the Settlement
26 Agreement, the supporting Declarations, and all other materials properly before the Court, and
27

28 ¹ The “Settlement Agreement” or “S.A.” is attached as Exhibit A to the Declaration of Brian
Mankin in support of the Motion to Approve the PAGA Settlement filed on August 18, 2026.

1 after having conducted an inquiry into whether the Settlement is fair and reasonable, the Court
2 finds that the Settlement Agreement was entered into in good faith, and the Settlement
3 Agreement is Approved.

4 Therefore, for good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND
5 DECREED AS FOLLOWS:

6 1. The Court has jurisdiction over the subject matter over this Action, the PAGA
7 Representative, and Defendant.

8 2. The Court, for purposes of this Order, refers to all defined terms (i.e., terms with
9 initial capitalization) as set forth in the Settlement Agreement.

10 3. The Court finds that the instant Action presented a good faith dispute of the
11 Released PAGA Claims as defined in the Settlement Agreement, and the Court finds in favor of
12 settlement approval and this Order is hereby entered resolving all claims set forth in the Complaint
13 and LWDA notice letter pursuant to the Settlement Agreement, and entering the Judgment herein.

14 4. The Court approves the Settlement of the above-captioned action, as set forth in the
15 Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and
16 adequate. The Parties are directed to perform in accordance with the terms set forth in the
17 Settlement Agreement, including that Defendants are directed to make payments in accordance
18 with the Settlement Agreement, by and through the Settlement Administrator.

19 5. The Court also approves all defined terms in the Settlement Agreement including,
20 without limitation, the following key terms:

21 A. “Aggrieved Employees” means all current and former nonexempt (hourly
22 paid) employees employed by Defendant Town Hospice & Palliative Care, LLC in California at
23 any time during the PAGA Period.

24 B. “PAGA Period” means the time period of May 24, 2023, through January
25 8, 2026.

26 C. “Released PAGA Claims” means the PAGA claims that Plaintiff alleged
27 against the Released Parties, based on the facts stated in the relevant LWDA notice letters and only
28 to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil

penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay wages each period, (7) failure to timely pay wages upon separation of employment, (8) failure to provide accurate itemized wage statements, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The Released PAGA Claims release Defendant for penalties that could have been sought by the Labor Commissioner for violations identified in the LWDA letter dated May 24, 2024, and operative Complaint but do not release any Aggrieved Employees' claims for wages or damages.

D. "Released Parties" means Defendants, and each of their officers, directors, employees, members, partners, owners, shareholders, employees, former employees, agents, consultants, representatives, insurance carriers, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent entities, subsidiary entities, and affiliated entities, the officers, directors, members, partners, owners, shareholders, employees, former employees, agents, consultants, representatives, insurance carriers, servants, attorneys, affiliates, independent contractors, volunteers, customers, clients, predecessors, of any such parent, subsidiary, and affiliated entities; companies or organizations with the same or similar ownership as the Defendants; and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns, or any of them.

6. By this Order and Judgment, Plaintiff releases, relinquishes, and discharges all Released PAGA Claims on behalf of himself and the State of California, as defined in the Settlement Agreement. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

7. In accordance with the Settlement Agreement, Defendants agreed to pay \$80,000 (the "Settlement Amount"), inclusive of payments to the LWDA and Aggrieved Employees, attorneys' fees and litigation costs, and Settlement Administrator costs. As part of the Settlement, Plaintiff's Counsel sought an award of attorney's fees of \$26,666.66, actual litigation expenses of

1 \$13,671.09, and \$3,000 to the Settlement Administrator, ILYM Group. Defendants do not oppose
2 these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
3 approves each of these payments set from the Settlement Amount, and directs Defendants and
4 Settlement Administrator to make the following payments from the Settlement Amount within the
5 time periods set forth below and in the Settlement Agreement:

6 A. \$26,666.66 in attorneys' fees to Lauby, Mankin & Lauby LLP;

7 B. \$13,671.09 in litigation costs to Lauby Mankin Lauby LLP;

8 C. \$3,000 to ILYM Group for administration costs.

9 8. After deducting the foregoing payments, the remainder of approximately
10 \$36,662.25 shall form the Net Settlement Amount, which will then be allocated pursuant to Labor
11 Code § 2699(i) with 75% (\$27,496.69) being paid to the LWDA, and the remaining 25%
12 (\$9,165.56) paid to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement
13 Agreement. The Court approves these payments and directs the Settlement Administrator to issue
14 checks to the LWDA and Aggrieved Employees, as set forth Settlement Agreement and in the
15 chart below. The Court approves the proposed notice to Aggrieved Employees and orders that the
16 Settlement Administrator mail the Notice of PAGA Settlement and Payment to the Aggrieved
17 Employees with the settlement check (attached hereto as Exhibit 1).

18 9. The Court approves the handling of unclaimed funds set forth in the Settlement
19 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
20 result of a failure to timely cash a settlement check shall be deemed void, and any
21 unclaimed funds in the QSF as a result of the failure to cash Individual Settlement Payment checks
22 shall be issued to the State Controller's Office for the State of California in the name of the
23 Aggrieved Employee.

24 10. The Settlement is not an admission by Defendants or any of the other Released
25 Parties, nor is this Judgment a finding of the validity of any claims in the Action or of any
26 wrongdoing by Defendant or any of the other Released Parties. Neither this Settlement Approval
27 Order, the Settlement, or the Judgment nor any document referred to herein, nor any action taken
28 to carry out the Settlement are, may be construed as, or may be used as an admission by or against

Defendants or any of the other Released Parties of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants or any of the other Released Parties and shall not be offered in evidence against Defendants or any of the Released Parties in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement, the Judgment, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other proceeding this Order, the Settlement, the Judgment, or any other papers and records on file in the Action as evidence of the Settlement and to support a defense of res judicata, collateral estoppel, release, waiver or other theory of claim preclusion, issue preclusion or similar defense as to any of the Released Claims.

11. **JUDGMENT:** Pursuant to California Labor Code § 2698, *et seq.*, the Court hereby enters judgment of the Action, with prejudice, for the reasons set forth above, and upon the terms set forth in the Settlement Agreement. Without in any way affecting the finality of this Settlement Approval Order granting final judgment, this Court hereby retains exclusive and continuing jurisdiction over the Action as to all matters relating to: (a) the implementation, enforcement, construction and interpretation of the terms of the Settlement and this Order and Judgment; (b) Settlement administration matters; and (c) such post-judgment matters as may be appropriate under Court rules or as set forth in the Settlement.

12. The following dates govern for purposes of this implementing this Final Order:

September 8, 2026	Final Order is entered and the Effective Date occurs
November 9, 2026	Defendants shall fund the Settlement Amount to the Settlement Administrator
November 19, 2026	Settlement Administrator to issue payment to the LWDA, Aggrieved Employees, and Plaintiff's counsel
May 18, 2027	Estimated 180-day deadline for Aggrieved Employees to cash their check.

June 18, 2027	Deadline to file a Declaration by Settlement Administrator describing: (i) the dates the checks were mailed, (ii) the total number of checks mailed to Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of the uncashed checks, (v) the date that value of uncashed checks was issued to the State Controller's office, (vi) the date payment was issued to the LWDA, and (vii) the amount of the payment to the LWDA.
_____, 2027 Time: 8:30 a.m.	Final Accounting (Nonappearance) Hearing <u>Proposed Date</u> : July 7, 2026

Dated: _____
Hon. Harold Hopp

EXHIBIT “1”

Insert Settlement Administrator

Insert Address

Insert Phone Number

[Aggrieved Employee]

[Address]

[Address]

Re: *Miranda Oldham v. Town Hospice & Palliative Care, LLC.*

Riverside Superior Court, Case No. CVRI2402951

Dear [Aggrieved Employee]:

Enclosed is your payment from the settlement of a lawsuit entitled *Miranda Oldham v. Town Hospice & Palliative Care, LLC*, which was pending in the Superior Court of the State of California for the County of Riverside, Case No. CIVSB2402951 (the “Lawsuit”).

Plaintiff Miranda Oldham (“Plaintiff”) filed the Lawsuit on May 24, 2024. The Lawsuit brings claims against Defendant Town Hospice & Palliative Care, LLC and Defendant Suncrest Health Services LLC. (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The Lawsuit was brought on behalf of the State of California and all current and former nonexempt (hourly paid) employees employed by Defendant in California any time during the “PAGA Period” of May 24, 2023, through January 8, 2026 (the “Aggrieved Employees”). The Lawsuit alleges that Defendants failed to pay all required minimum and overtime wages, failed to provide compliant meal and rest breaks, failed to reimburse business expenses, failed to timely pay wages each period and upon separation of employment, and failed to provide accurate itemized wage statements. As such, the Lawsuit sought civil penalties under PAGA on behalf of the State of California and all similarly situated Aggrieved Employees.

Defendant denies that it violated any provisions of the California Labor Code and contends that its practices regarding the payment of wages, meal and rest breaks, reimbursement of expenses, and providing of wage statements complied with all requirements of California law. Without admitting any wrongdoing, Defendant agreed to resolve this case by way of settlement. And, according to Defendant’s records, you are an “Aggrieved Employee” because you were employed by Defendant Town Hospice & Palliative Care, LLC as a nonexempt (hourly paid) employee during the PAGA Period.

The Court approved the settlement on [REDACTED], 2026. Under California law, any settlement of a PAGA case results in 75 percent of the awarded penalty being paid to the State of California and 25 percent of the penalty being paid to the Aggrieved Employees who worked during the PAGA Period. The settlement PAGA only claims for civil penalties alleged in the Lawsuit under PAGA (Labor Code section 2699) for the PAGA Period. Your share of the PAGA settlement is the enclosed settlement check. You have 180 days to cash the settlement check. Checks remaining uncashed for more than 180 days after issuance will be voided and funds represented thereby will be remitted by the State Controller’s Office for the State of California in the name of the Aggrieved Employee that did not cash their check.

For more information, you may inspect the Court’s files and the PAGA Representative Action Settlement Agreement and Release of PAGA Claims any time during regular business hours at the Clerk’s Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk’s Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on “Case Number Search,” then create a free online account, then type in the case number (CIVSB2402951) where requested, and click “Search.” You may also contact the Settlement Administrator using the contact information listed above for more information.