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FILED
 Superior Court of California
 County of Los Angeles
11/26/2025
 David W. Slayton, Executive Officer / Clerk of Court
 By: E. Muñoz Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

SONIA YANETH SABILLON RODRIGUEZ,
 individually, and on behalf of all others
 similarly situated,

Plaintiff,

vs.

PASADENA CARE CENTER, LLC, a limited
 liability company; and DOES 1 through 10,
 inclusive,

Defendants

Case No.: 24STCV12436

REPRESENTATIVE ACTION

**~~[PROPOSED]~~ ORDER GRANTING
 MOTION FOR APPROVAL OF PAGA
 SETTLEMENT**

[Filed with (1) Plaintiff's Notice of Motion and
 Motion for Approval of PAGA Settlement, (2)
 the Declaration of Kane Moon, (3) the
 Declaration of Plaintiff, (4) the Mullins
 Declaration re: Qualifications and Costs for
 Settlement Administration, and (5) [Proposed]
 Judgment]

PAGA APPROVAL HEARING:

Date: November 26, 2025
 Time: 10:00 a.m.
 Dept.: SSC-10
 Judge: William F. Highberger

Action filed: May 16, 2024
 Trial date: Not set

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The Court, having duly considered Plaintiff's Motion, the supporting declarations and exhibits thereto, including the Settlement, all other papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing, **HEREBY ORDERS AND DECREES AS FOLLOWS:**

2. The Court finds that the terms of the Settlement are reasonable. In granting settlement approval, the Court has considered the factors identified in *O'Connor v. Uber Technologies* (N.D. Cal. 2016) 201 F.Supp.3d 1110, *Villalobos v. Calandri Sunrise Farm LP* (C.D. Cal. July 22, 2015) No. CV 12-2615 PSG (JEMx), 2015 WL 12732709, and other relevant authority providing a coherent framework for evaluating this Settlement.

3. The Court finds the Settlement was the product of informed, arm's-length, non-collusive negotiations by the Parties. In making these findings, the Court considered Defendant's potential liability, the benefit to the State of California, allocation of settlement proceeds among Aggrieved Employees, and the fact that the Settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court finds that the terms of the Settlement have no obvious deficiencies. The Court further finds that the risks of further prosecution are substantial and include: (1) the risks that penalties would be reduced after evaluation of the totality of the circumstances, and (2) the possibility that no penalties would be awarded for some or all of the alleged violations.

1 4. The Court finds that Plaintiff has exhausted all administrative remedies required to bring
2 the PAGA claims asserted in this Action and is authorized to act as private attorney general with respect
3 to the PAGA claims being released under the terms of the Settlement. Pursuant to California Labor Code
4 section 2699(s)(2), the LWDA was given notice of the Settlement and the hearing on Plaintiff's Motion, has
5 not objected, and is therefore bound by this PAGA Approval Order.

6 5. The Court identifies the "Aggrieved Employees" as:

7 All current and former non-exempt, hourly-paid employees who worked for
8 Defendant in California during the PAGA Period.

9 6. The "PAGA Period" means:

10 May 22, 2023, through July 22, 2025.

11
12 7. The Gross Settlement Amount shall be at least **\$130,000.00**, subject to potential increase
13 under the Escalator Clause at Paragraph 8 of the Settlement. Defendant will fund the Gross Settlement
14 Amount by transmitting the funds into a Qualified Settlement Fund established and maintained by the
15 Administrator in two installments. Defendant's first installment in the amount of \$60,000.00 will be due
16 within thirty (30) calendar days of this PAGA Approval Order. Defendant's second installment in the amount
17 of \$70,000.00, plus any increase owed pursuant to Paragraph 8 of the Settlement, will be due within six (6)
18 months of the first installment.

19 8. After deducting the Enhancement Award to Plaintiff, the PAGA Counsel Fees Payment, the
20 PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment, in the amounts
21 specified below, the remainder for allocation as PAGA Penalties will be at least **\$57,968.96**. The LWDA shall
22 receive 75% of the PAGA Penalties (at least **\$43,476.72**), and the Aggrieved Employees shall receive 25%
23 (at least **\$14,492.24**).

24 9. The Court approves ILYM Group, Inc. to serve as the Administrator of this Settlement, and
25 awards an Administration Expenses Payment payable to the Administrator from the Gross Settlement Amount
26 in an amount of **\$4,650.00** to effectuate administration of the Settlement.

27 10. The Court awards Plaintiff an Enhancement Award payable from the Gross Settlement
28 Amount in the amount of **\$7,500.00**, which shall be paid in addition to any Individual PAGA Payment that

1 Plaintiff is eligible to receive as an Aggrieved Employee.

2 11. The Court appoints Plaintiff's Counsel of record Kane Moon, Allen Feghali, and
3 Charlotte Mikat-Stevens of Moon Law Group, PC as PAGA Counsel.

4 12. The Court awards to PAGA Counsel a PAGA Counsel Fees Payment payable from the
5 Gross Settlement Amount in the amount of one-third (33%) of the Gross Settlement Amount (at least
6 **\$43,333.33**, subject to potential increase under the Escalator Clause) as payment for reasonable attorneys'
7 fees. The Court finds this award is reasonable compared to amounts routinely approved in similar settlements
8 and as guided by the California Supreme Court's decision concerning the awarding of fees from monetary
9 funds for class members. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480, 503.) PAGA
10 Counsel undertook representation on a contingency basis despite the uncertainty of any fee award. PAGA
11 Counsel were necessarily precluded from pursuing other potential sources of fees because of work and
12 fiduciary duties owed in connection with this Action. The Court observes that this is not a class action; it is
13 more akin to contingent representation with an additional requirement of Court review due to the *qui tam*
14 nature of a PAGA claim. Attorneys' fees that are fifty percent of a common fund are typically considered the
15 upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small.
16 (*See Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most cases where
17 30–50 percent was awarded involved “smaller” settlement funds of under \$10 million].) Based on these
18 considerations, and after conducting a lodestar cross-check, by the Court, the Court finds the fee award of
19 one-third of the Gross Settlement Amount is reasonable and fair.

20 13. The Court awards to PAGA Counsel a PAGA Counsel Litigation Expenses Payment
21 payable from the Gross Settlement Amount in the amount of **\$16,547.71** as reimbursement for actual litigation
22 costs. The Court finds these costs were actually and necessarily incurred by PAGA Counsel during this
23 Action.

24 14. Releases of Claims:

- 25 a. Released PAGA Claims: Upon entry of the Court's Approval Order and Defendant's full
26 funding of the Gross Settlement Amount, Plaintiff will release, on behalf of herself, the
27 LWDA and all other Aggrieved Employees, all claims for civil penalties pursuant to the
28 California Private Attorneys General Act of 2004, Lab. Code §§ 2698, *et seq.*, which

1 were alleged in Plaintiff's PAGA Notice to the LWDA on May 12, 2024, and in
2 Plaintiff's operative First Amended Class and Representative Action Complaint filed on
3 July 26, 2024 ("Released PAGA Claims"). The Released PAGA Claims include only
4 claims for PAGA penalties arising during the PAGA Period.

5 b. Released Parties. Defendant and each of its former and present directors, officers,
6 employees, shareholders, owners, members, attorneys, insurers, predecessors,
7 successors, assigns, subsidiaries, and affiliates.

8 15. Within 30 calendar days of entry of this PAGA Approval Order, Defendant shall deliver the
9 Aggrieved Employee Data to the Administrator.

10 16. The Court sets a Status Conference on **January 12, 2026**, at 10 a.m. in Department 10
11 of this Court regarding the Escalator Clause. At the Status Conference, Defendant shall report whether the
12 Escalator Clause has been triggered, and if so, whether Defendant elects to (1) make a proportional increase
13 to the GSA by the percentage increase for each additional Pay Period above the escalator, or (2) modify the
14 PAGA Period such that no more than 4,644.2 PAGA Pay Periods are included in the Settlement. Assuming
15 the escalator is triggered and Defendant selects the second option, prior to the Status Conference the Parties
16 shall submit an amended proposed approval order and judgment to reflect the revised PAGA Period.

17 17. Upon entry of this PAGA Approval Order, the Parties and the Administrator shall effectuate
18 all terms of the Settlement, including Defendant's funding obligations, based on the provisions and timelines
19 set forth therein and consistent with this PAGA Approval Order.

20 18. Each side is to bear its own costs and attorneys' fees, except as provided by the Settlement
21 and this PAGA Approval Order.

22 19. The Court will enter Judgment in accordance with this PAGA Approval Order and
23 dismissing this entire Action, including the Released PAGA Claims, with prejudice.

24 20. Nothing in this PAGA Approval Order, the Settlement, or the accompanying Judgment will
25 be construed as an admission or concession by any Party.

26 21. Pursuant to California Code of Civil Procedure section 664.6 and notwithstanding entry of
27 this PAGA Approval Order or Judgment, the Court retains continuing jurisdiction over the Parties, this
28 Action, and this Settlement, including following any entry of Judgment for purposes of enforcement,

1 interpretation, settlement administration, and any post-Judgment issues that arise.

2 **IT IS SO ORDERED AND DECREED.**

3 Dated: 11/26/25



4 Hon. William F. Higberger
5 Judge of the Superior Court, Los Angeles County