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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

KRISTIAN DODSON, on behalf of herself and other aggrieved employees, Plaintiff, vs. LA MIRADA POST ACUTE LLC, a California Limited Liability Company; SUN MAR REHABILITATION SERVICES, LLC, a California Limited Liability Company; SUN MAR MANAGEMENT SERVICES, a California Corporation; and DOES 1 through 10, inclusive, Defendants.	Case No. 24STCV11019 ASSIGNED FOR ALL PURPOSES TO: The Honorable Richard L. Fruin Department 307 **REPRESENTATIVE ACTION** **[PROPOSED] ORDER APPROVING PRIVATE ATTORNEYS' GENERAL ACT ("PAGA") SETTLEMENT; FINAL JUDGMENT** Date: November 17, 2026 Time: 9:15 a.m. Dept: 307 Judge: Hon. Richard L. Fruin Reservation: 014615751961 Complaint filed: May 1, 2024 Trial date: Not Set

Pursuant to the Motion For Approval of Private Attorneys' General Act ("PAGA") Settlement by Plaintiff Kristian Dodson ("Motion"), and having considered the Motion, all legal authorities and documents submitted in support, Declarations of PAGA Counsel Jeff Geraci and Joseph M. Hekmat, Plaintiff Kristian Dodson, and Michael Moore on behalf Phoenix Group Administration, the PAGA Settlement Agreement ("Agreement"), and good cause appearing, IT IS ORDERED that the Motion is GRANTED, subject to the following:

1. The Court approves the Gross Settlement Amount of $225,000.00;

a. The Court orders 75% of the PAGA Fund, $86,652.75 be paid to the California Labor and Workforce Development Agency as PAGA penalties;

b. The Court orders 25% of the PAGA Fund, $28,884.25, be paid to the Aggrieved Employees in pro rata shares based on the number of pay periods worked from May 5, 2023 to June 25, 2026, as PAGA penalties.

2. The Court approves and awards PAGA Counsel, Cohelan, Khoury & Singer and Hekmat Law Group, attorneys' fees of $75,000.00, and litigation costs of $18,963.00.

3. The Court approves and awards an Enhancement/Service Payment of $10,000.00 to Plaintiff Kristian Dodson in recognition of her efforts in prosecuting the Action on behalf of Aggrieved Employees and the State of California, and for a general release of all claims.

4. The Court approves and awards $5,500.00 to the Administrator, Phoenix Settlement Administrators, for expenses incurred in the administration of the Settlement.

5. Defendants shall fund the Gross Settlement Amount by transmitting a payment of $225,000.00 to the Administrator no later than thirty (30) days after the Effective Date, as defined in the Agreement.

6. Each Individual PAGA Payment check will remain valid for not less than 180 days after mailing. For any check returned and undelivered, the Administrator will perform an address search and re-mail the check. For any check that remains uncashed after the void date, the Administrator shall forward the funds represented by that check to the *cy pres* recipient, the State Bar Justice Gap Fund, a charitable fund managed by the State of California to provide free civil legal services to low-income Californians.

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7. The Parties will bear their own attorneys' fees and costs except as provided by this Court's Order and Judgment awarding PAGA Counsel attorneys' fees and litigation costs.

8. Pursuant to Labor Code section 2699(s)(3), Plaintiff shall submit a copy of this Order and Judgment to the California Labor and Workforce Development Agency within 10 days of entry.

9. A compliance hearing is set for August 10, 2027 at 9:15 a.m. in Department 307, at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved.

JUDGMENT

10. In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure §§ 577 and 904.1(a), and Plaintiff Kristian Dodson and Aggrieved Employees shall take nothing from Defendants La Mirada Post Acute LLC, Sun Mar Rehabilitation Services, LLC, and Sun Mar Management Services ("Defendants"), and any of their respective past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, assigns, DBA's, affiliates, divisions, third-party agencies, and other related entities, as well as each of its or their past, present, and future officers, directors, employees, partners, members, shareholders, agents, attorneys, insurers, reinsurers, principals, trustees, owners, managers, administrators, and any individual or entity which could be jointly liable with Defendants, ("Released Parties"), except as expressly set forth in the Agreement and this Order and Judgment.

11. Final judgment is entered in accordance with the Agreement and this Order.

12. Pursuant to C.C.P section 664.6, the Court shall have and retain continuing jurisdiction over this action and the Parties and the Aggrieved Employees including after the entry of this Order and Judgment, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Agreement and this Order and Judgment.

IT IS SO ORDERED.

Dated: _____

_____
Honorable Richard L. Fruin
Judge of the Superior Court

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