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Attorneys for Plaintiff
ROCIO CORNEJO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ROCIO CORNEJO, as a Private Attorney
General,

Plaintiff,

vs.

BEAUMONT MANOR, LLC DBA
HIGHLANDS SPRINGS CARE CENTER, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2404634 (PAGA)
Case No.: CVRI2403435 (Individual action)

*Assigned for All Purposes to: Hon. Harold W.
Hopp, Dept. 1*

**NOTICE OF ENTRY OF ORDER
APPROVING PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Complaint Filed: August 19, 2024
Trial Date: None

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on August 31, 2026, the Honorable Harold W. Hopp, in
3 Department 1 of the above-entitled Court, located at 4050 Main Street in Riverside California
4 92501, executed and entered the final order and judgment in this matter. The Court set a
5 Compliance Hearing regarding distribution of the settlement funds for June 17, 2027, at 8:30 a.m.
6 Plaintiff's Counsel is directed to file declaration from the Settlement Administrator with the Court
7 one week prior to the hearing.

8 Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Approval of
9 PAGA Settlement and Entering Judgment which was executed on August 31, 2026. Attached
10 hereto as **Exhibit B** is a true and correct copy of the Minute Order which was executed and filed
11 on August 31, 2026

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14 Dated: September 9, 2026

PROTECTION LAW GROUP, LLP

15
16 By:



Heather Davis, Esq.
D. Luke Clapp, Esq.
Kiryl Karpiuk, Esq.
Attorneys for Plaintiff

Exhibit A

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12 Attorneys for Plaintiff
13 ROCIO CORNEJO
14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF RIVERSIDE**
17

18 ROCIO CORNEJO, as a Private Attorney
19 General,

20 Plaintiff,

21 vs.

22 BEAUMONT MANOR, LLC DBA
23 HIGHLANDS SPRINGS CARE CENTER, a
24 California limited liability company; and
25 DOES 1 through 50, inclusive,

26 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 02 2026

D. Board

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CAS

SEP 03 2026

Case No.: CVRI2404634

*Assigned for All Purposes to: Hon. Harold W.
Hopp, Dept. 1*

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

Complaint Filed: August 19, 2024
Trial Date: None

[PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND ENTERING JUDGMENT

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7

Attorneys for Defendant

8 BEAUMONT MANOR, LLC DBA

HIGHLAND SPRINGS CARE CENTER

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1 Having reviewed and considered Plaintiff Rocio Cornejo's ("Plaintiff") and Defendant
2 Beaumont Manor LLC d/b/a Highland Springs Care Center ("Defendant") (collectively "the
3 Parties"), Stipulation to Approve Settlement Pursuant to California Labor Code Private Attorneys
4 General Act and Entering Judgment, and the supporting documents and declarations filed in support
5 thereof, and good cause appearing for the same, it is hereby **ORDERED, ADJUDGED, and**
6 **DECREED:**

7 1. The Court hereby approves the PAGA Settlement Agreement attached as **Exhibit 2**
8 to the Declaration of Heather Davis ("Settlement Agreement" or "Settlement").

9 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
10 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein
11 shall have the same meaning as defined in the Settlement Agreement except as otherwise set forth
12 in this order.

13 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
14 to this Action, including Plaintiff, the State of California, and all "Covered Employees" defined as
15 any "person employed by and who performed work in at least one pay period at Defendant in a non-
16 exempt, hourly position during the applicable PAGA Period (from June 14, 2023, through March
17 15, 2026)."

18 4. The Court hereby finds that the Settlement was entered into in good faith, is in all
19 respects fair, adequate, and reasonable, and satisfied the standards and applicable requirements for
20 approval of PAGA representative actions under California law, and accordingly, hereby directs
21 implementation of all terms, conditions, and provisions of the Settlement Agreement. The Court
22 finds that notice of the Settlement has been provided to the California Labor and Workforce
23 Development Agency ("LWDA"), as required by Labor Code section 2699(1)(2).

24 5. This Settlement is not an admission by Defendant, nor is this Order a finding of the
25 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
26 nor any document referred to herein, nor any action taken to carry out the Settlement, may be
27 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
28 liability whatsoever by or against Defendant.

6. The Court designates Atticus Administration LLC ("Atticus") as the third-party

1 Settlement Administrator for mailing the Covered Employees' explanatory letters, calculating the
2 payments to the Covered Employees, distributing the settlement payments approved by the Court
3 from the Gross Settlement Amount, and other duties set forth in the Settlement. Pursuant to the
4 terms of the Settlement, Defendant shall provide to the Settlement Administrator a list of the
5 Covered Employees that identifies for each Covered Employee their full name, social security
6 number, last known address, and the number of pay periods worked by each Covered Employee
7 during the PAGA Period within 15 days of the Effective Date.

8 7. Within 30 days of the Effective Date, Defendant shall deposit with the Settlement
9 Administrator the Gross Settlement Amount, which shall be no more than Two Hundred and Forty-
10 One Thousand and Forty Dollars (\$241,040.00), which amount incorporates the increase resulting
11 from the Parties' escalator provision, *see* Settlement Agreement ¶ 3.2, and the expansion of the
12 PAGA Period.

13 8. Within 14 days after funding of the Settlement the Settlement Administrator shall
14 distribute the Gross Settlement Amount of Two Hundred and Forty-One Thousand and Forty Dollars
15 (\$241,040.00) as provided in the Settlement Agreement and set forth below:

- 16 a. Eighty Thousand Three Hundred and Forty-Six Dollars and Sixty-Seven Cents
17 (\$80,346.67) to Plaintiff's Counsel for attorneys' fees and attorneys' costs in the
18 amount of Fourteen Thousand Four Hundred and Six Dollars and Seventy-Four
19 Cents (\$14,406.74) from the Gross Settlement Amount as final payment for and
20 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed
21 to Plaintiff's Counsel related to the Action.
- 22 b. Five Thousand Dollars (\$5,000.00) to Plaintiff Rocio Cornejo from the Gross
23 Settlement Amount, to compensate her for her services in prosecuting the Action and
24 performing work in support of the Action;
- 25 c. Four Thousand Nine Hundred Dollars (\$4,900.00) to the Settlement Administrator,
26 Atticus Administration LLC, from the Gross Settlement Amount for administration
27 expenses incurred by the Settlement Administrator; and
- 28 d. After deducting the attorney's fees and costs, Plaintiff's enhancement payment, and
the payment to the settlement administrator, the remaining Net Settlement Amount

1 shall be distributed to the California Labor and Workforce Development Agency
2 ("LWDA") and the Covered Employees. 75% of the Net Settlement Amount shall
3 be distributed to the LWDA. 25% of the Net Settlement Amount shall be distributed
4 to the Covered Employees on a pro rata basis based on the number of PAGA Pay
5 Periods worked by each Covered Employee during the PAGA Period. The Settlement
6 Administrator shall mail each Covered Employee their Individual PAGA Payment
7 check along with the explanatory letter attached to the Declaration of Heather Davis
8 as Exhibit 4 in both English and Spanish.

9 7. All checks to the Covered Employees shall remain valid and negotiable for 180 days
10 from the date of their issuance to the Covered Employees. If any checks are not cashed within 180
11 days of mailing, those funds shall be transmitted to the Controller of the State of California to be
12 held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500, *et seq.* in
13 the names of those Covered Employees who did not cash their checks until such time they claim
14 their property.

15 8. Upon the complete funding of the Gross Settlement Amount, Plaintiff and the State
16 of California shall release and discharge Defendant each of its respective current and former officers,
17 directors, employees, and agents, (the "Released Parties") from all claims for PAGA penalties that
18 were alleged, or reasonably could have been alleged, during the PAGA Period based on the facts
19 stated in the PAGA Complaint and the PAGA Notice. This is explicitly limited to those claims that
20 arose between June 14, 2023, and March 15, 2026. Further this release does not release any
21 individual's non-PAGA claims, except for Plaintiff as detailed below.

22 9. Upon the complete funding of the Gross Settlement Amount, Plaintiff, on behalf of
23 herself only, shall fully and finally release the Released Parties from any and all known and
24 unknown claims that existed at the time of the execution of the Agreement in the manner expressly
25 set forth in the Settlement Agreement ¶¶ 5.1-5.2.

26 10. The Court finds that Plaintiff gave notice to the California Labor and Workforce
27 Development Agency ("LWDA") and to Defendant of her intention to pursue claims for civil
28 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
LWDA did not give notice that it intended to investigate these claims within 65 days of receiving

1 Plaintiff's notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the
2 LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those claims
3 under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the LWDA
4 has not expressed any objection to the proposed settlement. Accordingly, this Judgment also bars
5 the LWDA, or any other agency of the State of California, or any person acting on its behalf, from
6 collecting any penalties due to any of them, or any unpaid wages due to Covered Employees, to the
7 extent those penalties or unpaid wages arise out of the Released Claims or the facts giving rise to
8 those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-86 (2009).

9 11. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
10 California Labor and Workforce Development Agency within ten (10) days of entry of the
11 Judgment.

12 12. The Court sets a compliance hearing date regarding the distribution of the settlement
13 funds for June 17, 2022 at 8:30 a.m. ~~p.m.~~ Plaintiff's Counsel is directed to file a
14 declaration from the Settlement Administrator with the Court one week prior to the hearing.

15 13. Without affecting the finality of this Order and Judgment, the Court shall retain
16 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the
17 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil
18 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
19 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
20 Agreement shall be presented to the Court for resolution.

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

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23 DATED: August 31, 2020

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25 HON. HAROLD W. HOPP
26 JUDGE OF THE SUPERIOR COURT
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Exhibit B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House

Hearing re: Stipulation to Approve the PAGA Settlement

08/31/2026
8:30 AM
Department 1

CVRI2404634
CORNEJO vs BEAUMONT MANOR, LLC

Honorable Harold W. Hopp, Judge
D. Board Jr, Courtroom Assistant
Court Reporter: None

APPEARANCES:

CORNEJO, ROCIO [PLA] Represented by Luke Clapp appearing remotely in Court.
BEAUMONT MANOR, LLC [DEF] Represented by Aja Nunn appearing remotely in Court.

At 09:22 AM, the following proceedings were held:

Motion by Plaintiff Rocio Cornejo regarding Stipulation to Approve the PAGA Settlement is called for hearing.

Appearances requested to confirm that this settlement includes the individual claims originally made in the related action, CVRI2403435. Need to select date for review of administrator's report (order, ¶ 12).

Counsel presents argument.

Court makes the following order(s):

Stipulation to Approve the PAGA Settlement granted.

Hearing re: Final Report (Nonappearance) set 06/17/2027 at 08:30 AM in Department 1

Formal order signed in court.

Status Conference Hearing () on 08/31/2026 at 08:30 AM vacated.