

**NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:  

Plaintiff Ciara Lewis, et al.
2. Title of the proposed order:  
[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS
3. The proceeding to which the proposed order relates is:
  - a. Description of proceeding: MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT
  - b. Date and time: August 13, 2026 at 2:00 PM
  - c. Place: CX-102
4. The proposed order was served on the other parties in the case.

  
 (SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Lewis vs. Salus Healthcare, LLC, et al.

CASE NUMBER:

30-2021-01213154-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE  
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):

**\*PLEASE SEE ATTACHED PROOF OF SERVICE\***

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 9, 2026

Deven Launchbaugh

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Arby Aiwarzian (SBN 269827)  
Ryan Slinger (SBN 351297)  
Alborz Javaheri (SBN 364246)  
**LAWYERS for JUSTICE, PC**  
450 North Brand Blvd., Suite 900  
Glendale, California 91203  
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*Attorneys for Plaintiffs*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

CIARA LEWIS, individually, and on behalf  
of other aggrieved employees pursuant to  
the California Private Attorneys General  
Act;

Plaintiff,

vs.

SALUS HEALTHCARE, LLC, a California  
limited liability company; ASPEN  
HEALTHCARE CORPORATION, an  
unknown business entity, SALUS  
HOSPICE, LLC, a California limited  
liability company; SALUS HOME  
HEALTH, an unknown business entity, and  
DOES 1 through 100, inclusive,

Defendants.

LADONIA WHITE, individually, and on  
behalf of other aggrieved employees  
pursuant to the California Private Attorneys  
General Act,

Plaintiff,

vs.

LOSANGELES HOMECARE LLC, a  
California limited liability company;  
SALUS HOME HEALTH AND HOSPICE,  
INC., a California corporation, SALUS  
HEALTHCARE, LLC, a California limited  
liability company; SALUS HOMECARE

Case No. 30-2021-01213154-CU-OE-CXC  
[*Consolidated with Case No. 30-2024-  
01436416-CU-OE-CXC*]

Honorable Layne H. Melzer  
Department CX-102

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING APPROVAL OF PRIVATE  
ATTORNEYS GENERAL ACT (CAL. LABOR  
CODE § 2698, ET SEQ.) SETTLEMENT  
AGREEMENT AND AWARD OF  
ATTORNEYS' FEES AND COSTS, GENERAL  
RELEASE FEE, AND SETTLEMENT  
ADMINISTRATION COSTS**

Reservation ID: 74821145  
Date: August 13, 2026  
Time: 2:00 p.m.  
Department: CX-102

*Lewis* Action Filed: July 27, 2021  
*White* Action Filed: October 30, 2024  
Trial Date: None Set

1 LLC, an unknown business entity, MARK  
2 MORTENSEN, an individual; and DOES 1  
through 100, inclusive,

3 Defendants.  
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1 This matter has come before the Honorable Layne H. Melzer in Department CX-102 of the  
2 Superior Court of the State of California, for the County of Orange County, on August 13, 2026 at 2:00  
3 p.m., on Plaintiffs Ciara Lewis and Ladonia White’s (together, the “Plaintiffs”) Motion for Approval of  
4 Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of  
5 Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs (“Motion for  
6 Approval of Settlement”). Lawyers *for* Justice, PC appeared for Plaintiffs and Julander, Brown & Bollard  
7 and Payne & Fears LLP appeared for Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation,  
8 Salus Hospice, LLC, Salus Home Health, Los Angeles Homecare LLC, Salus Home Health and Hospice,  
9 Inc., Salus Homecare, Salus Homecare LLC, and Mark Mortensen (collectively, “Defendants”).

10 On or around September 23, 2025, Plaintiffs and Defendants (together, the “Parties”) executed the  
11 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,”  
12 or “Agreement”).

13 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the  
14 Declarations of Plaintiffs’ Counsel Ryan Slinger and Plaintiffs Ciara Lewis and Ladonia White, and (3)  
15 the Settlement Agreement.

16 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

17 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

18 1. The Motion for Approval of Settlement is granted.  
19 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.  
20 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act  
21 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent  
22 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and  
23 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-  
24 captioned action was filed prior to June 19, 2024.

25 4. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private  
26 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to,  
27 providing the California Labor and Workforce Development Agency (“LWDA”) and Defendants with  
28 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and

not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action (the “Actions”).

6. The Settlement pertains to the following aggrieved employees:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California during the PAGA Period including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate (“Aggrieved Employees”).

7. The period from November 25, 2019 through April 30, 2025 is the PAGA Period for the Lewis Action and the period June 3, 2023 to April 30, 2025 is the PAGA Period for the White Action (collectively the “PAGA Period”).

8. The Court finds that the Parties reached the Settlement as a result of arm’s-length negotiations.

9. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Gross Settlement Amount (\$590,000.00) less the approved Attorneys’ Fees and Costs to Lawyers *for* Justice, PC (“Plaintiffs’ Counsel”), General Release Fee to Plaintiffs, and Settlement Administration Costs to ILYM Group, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

1           11.     The Court approves the payment of \$206,500.00 to Plaintiff's Counsel for attorneys' fees.  
2 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with  
3 this Order and Judgment and the Settlement Agreement.

4           12.     The Court approves the payment of \$24,317.87 to Plaintiff's Counsel for reimbursement of  
5 litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement  
6 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement  
7 Agreement.

8           13.     The Court approves payment in the amount of \$5,000.00 each to Plaintiffs for their General  
9 Release Fees. These amounts shall be paid from the Gross Settlement Amount and shall be disbursed in  
10 accordance with this Order and Judgment and the Settlement Agreement.

11           14.     The Court approves payment up to the amount of \$18,000.00 to ILYM Group, Inc. for the  
12 Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall  
13 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14           15.     The Parties are directed to perform in accordance with the terms set forth in this Order and  
15 Judgment and the Settlement Agreement.

16           16.     The Court further finds that notice of the Settlement need not be provided to the Aggrieved  
17 Employees; however, the Court approves the Cover Letter, attached hereto as "EXHIBIT A," and the  
18 PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same  
19 time that it distributes payments to Aggrieved Employees for their share of the Employees' Portion  
20 ("Individual Settlement Share(s)).

21           17.     No later than seven (7) calendar days after the date of this Order and Judgment, Defendants  
22 will provide the PAGA Settlement Administrator with the Aggrieved Employees List in accordance with  
23 this Order and Judgment and the Settlement Agreement.

24           18.     Within fifteen (15) calendar days of the date of this Order and Judgment, Defendants shall  
25 deposit the Gross Settlement Amount of \$590,000.00 into a qualified settlement account established, by  
26 the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order  
27 and Judgment and the Settlement Agreement.

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1           19. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List,  
2 and the Gross Settlement Amount, the PAGA Settlement Administrator shall distribute the LWDA  
3 Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all Aggrieved  
4 Employees (together, the “PAGA Settlement Package(s)”), the General Release Fee to Plaintiffs, the  
5 Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to  
6 all PAGA Members, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise by  
7 Plaintiff’s Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

8           20. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid  
9 for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled  
10 checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller’s  
11 Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is cancelled.

12           21. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.  
13 Upon the entry of this Order and Judgment and full funding of the Gross Settlement Amount, and except  
14 as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California  
15 with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and  
16 forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from  
17 the Released Claims.

18           22. “Released Parties” means Defendants Salus Healthcare, LLC, Los Angeles Homecare LLC,  
19 Salus Home Health and Hospice, Inc., and Mark Mortensen, and all their past, present and/or future, direct  
20 and/or indirect, officers, directors, members, managers, executive-level employees, agents,  
21 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies,  
22 subsidiaries, sectors, affiliates, divisions, predecessors, successors, assigns, joint venturers, and all  
23 companies, or payroll processing vendors that Defendants utilized during the period from the November  
24 21, 2019 to April 30, 2025.

25           23. “Released Claims” means any and all claims, arising during the PAGA Period, for civil  
26 penalties under California Labor Code section 2698, et seq. (“PAGA”) as well as any interest, fees, and  
27 costs available under PAGA, based on the factual allegations in the Lewis Complaint, White Complaint,  
28 and the PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime



1 wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant  
2 rest periods and associated premiums, failure to timely pay wages during employment, failure to timely  
3 pay wages upon termination, failure to provide compliant and accurate wage statements, failure to  
4 maintain complete and accurate payroll records, and failure to reimburse necessary business-related  
5 expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,  
6 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare  
7 Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001.

8 24. No individualized notice of this Order and Judgment is required to be provided to the  
9 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online  
10 system established for the filing of notices and documents, in conformity with California Labor Code §  
11 2699(1)(3).

12  
13  
14 Date: \_\_\_\_\_

\_\_\_\_\_  
Honorable Layne H. Melzer  
Judge of the Superior Court

# **EXHIBIT A**

**Exhibit A**

<<Mailing Date>>

To: <<First Name>><<Last Name>>  
<<Street Address>>  
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Ciara Lewis v. Salus Healthcare, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01213154-CU-OE-CXC and *Ladonia White v. Salus Healthcare, LLC, et al.*, Orange County Superior Court, Case No. 30-2024-01436416-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuits entitled *Ciara Lewis v. Salus Healthcare, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01213154-CU-OE-CXC (the “Lewis Action”) and *Ladonia White v. Salus Healthcare, LLC, et al.*, Orange County Superior Court, Case No. 30-2024-01436416-CU-OE-CXC (the “White Action”) (together, the “Actions”).

The Lewis Action was filed on July 27, 2021 by Ciara Lewis against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of the State of California for Labor Code violations. Prior to filing the lawsuit, on May 21, 2021, Plaintiff Ciara Lewis submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001, thereby initiating LWDA Case Number 832960-21 (the “Lewis PAGA Notice”).

The White Action was filed on October 30, 2024 by Ladonia White against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to PAGA for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on June 3, 2024, Plaintiff Ladonia White submitted a letter to the LWDA, pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001, thereby initiating LWDA Case Number 1031709-25 (the “White PAGA Notice”).

Defendants deny all of Plaintiffs’ allegations and deny any wrongdoing of any kind associated with Plaintiffs’ allegations.

A settlement was reached between Plaintiffs and Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, Salus Home Health, Los Angeles Homecare LLC, Salus Home Health and Hospice, Inc., Salus Homecare, Salus Homecare LLC, and Mark Mortensen (collectively, “Defendants”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California during the period from November 25, 2019 through April 30, 2025 for those covered by the Lewis Action and June 3, 2023 through April 30, 2025 for those covered by the White Action, including, but not limited to, all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate (“Aggrieved Employees”). The period from November 25, 2019 through April 30, 2025 is the “PAGA Period”.

You do not need to take any action and are unable to opt out of the settlement. You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants, which was determined by the number of paychecks issued to you in California during the PAGA Period (“Qualifying Pay Periods”). The Settlement Administrator has, for each Aggrieved Employee, divided the number of Qualifying Pay Periods he or she individually worked by the total aggregate number of Qualifying Pay Periods worked by all Aggrieved Employees, and then multiplied this amount by the Employees’ Portion to arrive at each Aggrieved Employee’s Individual Settlement Share. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible

for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

The total gross settlement amount to be paid by Defendants is \$590,000.00 (“Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Aggrieved Employees is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to 35% of the Gross Settlement Amount (i.e., \$206,500.00 if the Gross Settlement Amount remains \$590,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount up to \$25,000.00 (“Litigation Costs”) to Class Counsel; (2) General Release Fee in an amount up to \$10,000.00 to the Plaintiffs (i.e. \$5,000.00 to each Plaintiff); and (3) Settlement Administration Costs in an amount up to \$18,000.00 to the Settlement Administrator. The Net Settlement Amount will be distributed 75% (\$247,875.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$82,625.00) will be distributed to Aggrieved Employees (“Employees’ Portion”).

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants Salus Healthcare, LLC, Los Angeles Homecare LLC, Salus Home Health and Hospice, Inc., and Mark Mortensen, and all their past, present and/or future, direct and/or indirect, officers, directors, members, managers, executive-level employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, sectors, affiliates, divisions, predecessors, successors, assigns, joint venturers, and all companies, or payroll processing vendors that Defendants utilized during the period from the November 21, 2019 to April 30, 2025.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, et seq. (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Lewis Action and PAGA Notice, White Action and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5- 2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share. Even if you do not cash your check, you will remain bound by the release.

**Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants’ Counsel to ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].