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Attorneys for Plaintiff Maria Martina Aleman

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARIA MARTINA ALEMAN, individually,
and on behalf of other similarly situated
employees,

Plaintiff,

vs.

HOLDING HANDS OPCO LLC dba
HOLDING HANDS, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24STCV25240

Honorable Joseph Lipner
Department 72

**[REVISED PROPOSED] ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, SERVICE AWARD, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: December 11, 2025
Time: 8:30 a.m.
Department: 72

Complaint Filed: September 30, 2024
Trial Date: Not Set

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1 5. The individuals covered under the Settlement consist of the following: “all current and
2 former non-exempt employees who worked for Defendant within the State of California at any time
3 during the PAGA Period” (“PAGA Group Members”). The “PAGA Period” is defined as the period
4 from July 26, 2023 to June 28, 2025.

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

7 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is
9 fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
10 shall be the Gross Settlement Amount (\$595,000.00) less the approved Attorneys’ Fees and Costs to
11 PAGA Counsel, Service Award to Plaintiff, and Settlement Administration Costs to ILYM Group,
12 Inc. (“Administrator”). Sixty-five percent (65%) of the Net Settlement Amount shall be distributed to
13 the LWDA (“LWDA Payment”) and thirty-five percent (35%) of the Net Settlement Amount shall be
14 distributed to the PAGA Group Members in accordance with this Order and Judgment and the
15 Settlement Agreement.

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

20 9. The Court approves the payment of \$198,333.00 to PAGA Counsel for attorneys’ fees,
21 subject to Paragraph 3(a)(1) of the Settlement Agreement. This amount shall be paid from the Gross
22 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
23 Settlement Agreement.

24 10. The Court approves the payment of \$33,491.42 to PAGA Counsel for reimbursement
25 of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the Gross
26 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
27 Settlement Agreement.

28 11. The Court approves the payment in the amount of \$7,500.00 to Plaintiff for a Service

Award. This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of *up to* \$9,000.00 to the Administrator for the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves the cover letter ("Cover Letter"), attached hereto as **Exhibit 1**, and the Administrator shall distribute the Cover Letter to PAGA Group Members at the same time that it distributes Individual PAGA Payment checks to the PAGA Group Members.

14. No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant will deliver the PAGA Group List to the Administrator in the form of a Microsoft Excel spreadsheet, containing each PAGA Group Member's first and last name, last-known address, last known telephone number, Social Security number, start and end dates of employment, and number of Pay Periods (collectively, "PAGA Group List").

15. Within thirty (30) calendar days after the entry of this Order, Defendant will fully fund the Gross Settlement Amount by transmitting the Gross Settlement Amount to a qualified settlement account established by the Administrator. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

16. No later than seven (7) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will distribute the Individual PAGA Payments to the PAGA Group Members, the LWDA Payment to the LWDA, the Service Award to Plaintiff, the Settlement Administration Costs to itself, and the Attorneys' Fees and Costs to Plaintiff's Counsel.

17. Each Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Administrator to the State Controller's Office Unclaimed Property Division in the name of the PAGA Group Member(s) at issue and in the amount of their respective Individual PAGA Payment(s).

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1 18. The PAGA Group is estimated to consist of approximately 1,145 individuals who
2 worked approximately 21,455 Pay Periods during the PAGA period. If the actual number of Pay
3 Periods is more than ten percent (10%) above 21,455, Defendant shall have the option to either: (a)
4 increase the Gross Settlement Amount proportionally for each Pay Period above the 10% threshold;
5 or (b) amend the PAGA Period to end on the calendar day before the actual number of Pay Periods
6 during the PAGA Period exceeds 21,455.

7 19. PAGA Group Members shall not have the right to opt out of or object to the Settlement.

8 20. Upon the full funding of the Gross Settlement Amount, Plaintiff and the State of
9 California with respect to the PAGA Group Members, will be deemed to have fully, finally, and forever
10 released, settled, compromised, relinquished, and discharged Defendant and its current and former
11 officers, directors, employees, members, insurers, shareholders, subsidiaries, affiliates, predecessors,
12 successors, and assigns (collectively, the “Released Parties”) from any and all claims arising from any
13 of the factual allegations in the Operative Complaint and PAGA Notice or which reasonably could
14 have been alleged given the factual allegations in the Operative Complaint and PAGA Notice, arising
15 during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
16 California Labor Code sections 2698 et seq., for Defendant’s alleged failure to pay overtime and
17 minimum wages, provide compliant meal and rest periods and associated premium payments, timely
18 pay wages during employment and upon termination, provide compliant wage statements, maintain
19 complete and accurate payroll records, and reimburse necessary business-related expenses in violation
20 of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 558,
21 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial
22 Welfare Commission Wage Orders (collectively, the “Released Claims”).

23 21. Upon the full funding of the Gross Settlement Amount, Plaintiff, individually and on
24 her own behalf, will be deemed to have fully, finally, and forever released, settled, compromised,
25 relinquished, and discharged the Released Parties from any and all claims of every nature whatsoever,
26 known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff has or may have
27 as of the date of execution of this Settlement Agreement, including but not limited to any and all claims
28 arising out of, relating to, or resulting from Plaintiff’s employment and/or separation of employment

1 with Defendant, including any claims arising under any federal, state, or local laws and claims for
2 unpaid wages, penalties, liquidated damages, breach of contract, breach of implied covenant of good
3 faith and fair dealing, wrongful or retaliatory discharge, harassment, discrimination, defamation,
4 impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act,
5 the California Labor Code, the California Fair Employment and Housing Act, the California Business
6 and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil
7 Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims
8 released by Plaintiff in her individual capacity, Plaintiff acknowledges and waives any and all rights
9 and benefits available under California Civil Code Section 1542 (collectively, the “Plaintiff’s
10 Release”). The Plaintiff’s Release does not extend to claims for workers’ compensation benefits,
11 claims for unemployment benefits, or other claims that may not be released by law.

12 22. No individualized notice of this Order and Judgment is required to be provided to the
13 PAGA Group Members. This Order and Judgment shall be submitted to the LWDA through the online
14 system established for the filing of notices and documents, in conformity with California Labor Code
15 § 2699(1)(3).

16 23. A Compliance Hearing is set for _____ at _____ in Department
17 72 located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012. A
18 declaration regarding the status of the distribution of the settlement funds is due to be filed no later
19 than fifteen (15) calendar days prior to the Compliance Hearing.

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21 **IT IS SO ORDERED.**

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23 Dated: _____

Honorable Joseph Lipner
Judge of the Superior Court

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EXHIBIT 1 [COVER LETTER]

Exhibit 1

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

Re: Settlement Payment from *Maria Martina Aleman v. Holding Hands OPCO, LLC*, Los Angeles County Superior Court Case No. 24STCV25240

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

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Maria Martina Aleman v. Holding Hands OPCO, LLC*, Los Angeles County Superior Court Case No. 24STCV25240 (“Action”).

The lawsuit was filed on September 30, 2024 by Maria Martina Aleman (“Plaintiff”) against her former employer Holding Hands OPCO, LLC dba Holding Hands, Inc. (“Defendant”), 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 § 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. Prior to initiating the lawsuit, on July 25, 2024, Plaintiff 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 Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1041821-24 (“PAGA Notice”). Plaintiff thereafter submitted an amended letter to the LWDA on July 26, 2024.

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. The court did not issue any rulings on the merits of Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendant.

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 Defendant within the State of California at any time during the PAGA Period (“PAGA Group Members”). The period July 26, 2023 to June 28, 2025 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as a PAGA Group Member. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). 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.

Under the settlement, as of <<date of full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

“Released Parties” means Defendant and its current and former officers, directors, employees, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

“Released Claims” means any and all claims arising from any of the factual allegations in the Operative

COVER LETTER

Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-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 Individual PAGA Payment.

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

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On December 11, 2025, I served a copy of the following document(s):

- **REVISED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT, ATTORNEYS' FEES AND COSTS, SERVICE AWARD, AND SETTLEMENT ADMINISTRATION COSTS**

on the interested parties as follows:

Medina McKelvey LLP

Alexander Medina, Esq. (alex@medinamckelvey.com)

Kyle Owen, Esq. (kyle@medinamckelvey.com)

925 Highland Pointe Drive, Suite 300

Roseville, CA 95678

Phone: (916) 960-2211

Attorneys for Defendants Holding Hands OPCO LLC dba Holding Hands, Inc.

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 11, 2025 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista