

1 **JUSTICE FOR WORKERS, P.C.**

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

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11 CHINYERE EZEKWESILI, an individual and  
on behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 VERMONT HEALTHCARE CENTER, LLC,  
15 a California limited liability company; and  
DOES 1 through 50,

16 Defendants.

Case No.: 24STCV17871

[Assigned for All Purposes to:  
Hon. Randolph M. Hammock, Dept. 49]

**(PROPOSED) JUDGMENT AND ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR APPROVAL OF CALIFORNIA  
PRIVATE ATTORNEY'S GENERAL  
ACT SETTLEMENT AND ATTORNEY'S  
FEES AND COSTS**

DATE: June 11, 2025

TIME: 8:30 a.m.

DEPT: 49

RESERVATION ID: 563013056719

Action Filed: July 17, 2024

Trial Date: Not Set

1 This matter came on regularly for hearing before this Court on June 11, 2025 at 8:30 a.m.  
2 Having considered the Parties' PAGA Settlement Agreement (the "Settlement" or "Agreement")<sup>1</sup>;  
3 the documents and evidence presented in support thereof; and recognizing the disputed factual and  
4 legal issues involved in this case; the risks of further prosecution, the substantial benefits to be  
5 received by the State of California and the Aggrieved Employees pursuant to the Settlement; and  
6 the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-  
7 length negotiations between the parties, the Court hereby makes a final ruling that the Settlement is  
8 approved pursuant to Labor Code section 2699(s)(2).

9 Good cause appearing therefor, the Court hereby GRANTS Plaintiff Chinyere Ezekwesili's  
10 ("Plaintiff") Motion for Approval of California Private Attorneys General Act ("PAGA")  
11 Settlement and Attorney's Fees and Costs (the "Motion") and ORDERS as follows:

12 1. The "Aggrieved Employees" shall be defined as all current and former non-exempt  
13 or hourly paid employees who worked at least one pay period for Defendant Vermont Healthcare  
14 Center, LLC ("Defendant") in California at any time during the PAGA Period. "PAGA Period"  
15 means the time period from July 17, 2023 to February 12, 2025.

16 2. The Court hereby approves the PAGA settlement as set forth in the Settlement as  
17 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its  
18 terms.

19 3. The Court hereby orders Defendant to fund the Gross Settlement Amount of  
20 \$75,000.00 within 30 calendar days of this Judgment and Order or November 12, 2025, whichever  
21 is later.

22 4. The Court hereby approves, as to form and content, the Explanatory Letter submitted  
23 by the Parties and included as Exhibit A to the Agreement.

24 5. The Court hereby appoints Simpluris, Inc. as the Settlement Administrator.

25 6. Within 5 business days of this Judgment and Order, Defendant shall provide the  
26 Settlement Administrator with a list containing the Aggrieved Employees' full names, last known  
27 \_\_\_\_\_

28 <sup>1</sup> All terms used in this Order shall have the same meaning as that assigned to them in the Agreement, which is attached as Exhibit 1 to the Declaration of William C. Sung submitted concurrently with the Motion.

1 mailing addresses, last known telephone numbers, total number of Pay Periods and/or dates of  
2 employment, and Social Security numbers to the extent available from Defendant's records,  
3 pursuant to the terms of the Settlement.

4 7. The Settlement Administrator is directed to mail the Individual PAGA Payments and  
5 the Explanatory Letter to the Aggrieved Employees within 21 calendar days of receipt of the Gross  
6 Settlement Amount being fully funded, pursuant to the terms of the Settlement.

7 8. The Court finds that attorneys' fees in the amount of one third (33 1/3%) of the  
8 Gross Settlement Amount (currently estimated to be \$25,000.00) for Plaintiff's counsel, and  
9 reimbursement of verified litigation costs of \$16,338.59 to Plaintiff's counsel, are fair, reasonable,  
10 and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's  
11 Counsel as provided for in the Settlement Agreement.

12 9. The Court orders that the Settlement Administrator shall be paid \$3,500.00 for all of  
13 its work done and to be done until the completion of this matter, and finds that sum appropriate.

14 10. The Court finds that the amount of \$19,604.92, representing 65% of the \$30,161.41  
15 allocated as PAGA civil penalties under the Settlement, to be paid to the California Labor and  
16 Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate,  
17 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the  
18 Settlement Agreement.

19 11. The Court approves the scope of the release as set forth in the Settlement. Following  
20 entry of this Judgment and Order and full payment by Defendant of the Gross Settlement Amount,  
21 Plaintiff and Aggrieved Employees will have released all of the PAGA Released Claims against  
22 Released Parties that arose during the PAGA Period.

23 a. "PAGA Released Claims" means any and all claims for civil penalties  
24 pursuant to PAGA that were alleged or reasonably could have been alleged based on the facts set  
25 forth in the Complaint and/or LWDA Letter which arose during the PAGA Period, including  
26 alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516,  
27 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, California Industrial Commission Wage  
28 Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith.

1                   b.       “Released Parties” means Defendant Vermont Healthcare Center, LLC and  
2 its former and present directors, officers, shareholders, owners, members, attorney, insurers,  
3 predecessors, successors, assigns, subsidiaries, and affiliates.

4           12.     Upon entry of this Judgment and Order, the Court permanently enjoins and forever  
5 bars the Plaintiff or the Aggrieved Employees from instituting or prosecuting any of the PAGA  
6 Released Claims against the Released Parties which were resolved as part of the Settlement.

7           13.     Without affecting the finality of this Judgment and Order in any way, the Court  
8 retains jurisdiction to enforce the terms of the Settlement.

9           14.     Plaintiff shall file a declaration confirming the final distribution of funds on or before  
10 \_\_\_\_\_, 2025/2026.

11                   **IT IS SO ORDERED, ADJUDGED, AND DECREED**

12  
13 DATED: \_\_\_\_\_, 2025

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14 Hon. Randolph M. Hammock  
15 Judge of the Superior Court  
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