

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Jacquelyne VanEmmerik (SBN 339338)
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: jvanemmerik@moonlawgroup.com

Attorneys for Plaintiff, *Genesis Aguilar*

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

GENESIS AGUILAR, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

LEGACY HEALTHCARE CENTER, LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24STCV22000

[Honorable Laura A. Seigle, Department 17]

**[PROPOSED] ORDER GRANTING
PLAINTIFF GENESIS AGUILAR'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AGREEMENT**

[Filed with Plaintiff Gensis Aguilar's Notice of
Motion and Motion for Preliminary Approval,
Declaration of Kane Moon, and Declaration of
Plaintiff Genesis Aguilar]

PRELIMINARY APPROVAL HEARING

Date: September 11, 2025

Time: 9:00 a.m.

Dept: 17

Complaint Filed: August 28, 2024

Trial Date: Not Set

1 The Court has before it the unopposed Motion for Preliminary Approval of Class and
2 Representative Action Settlement Agreement (“Motion”) of Plaintiff Genesis Aguilar (“Plaintiff”).
3 Having reviewed the Notice of Motion, Motion, Declaration of Kane Moon, Declaration of Plaintiff
4 Genesis Aguilar, and Joint Stipulation of Class and Representative Action Settlement Agreement
5 (“Settlement”) between Plaintiff and Defendant RG Legacy II, LLC, dba Pasadena Nursing Center
6 (“Defendant”) (Plaintiff and Defendant, the “Parties”), and good cause appearing, **THE COURT**
7 **HEREBY ORDERS AS FOLLOWS:**

8 1. The Settlement, which is attached to the Declaration of Kane Moon in Support of
9 Plaintiff’s Motion as **Exhibit 3**, appears to meet the requirements for preliminary approval under
10 California Code of Civil Procedure section 382 because it appears to be fair, adequate, and reasonable.
11 The Settlement appears to be fair, adequate, and reasonable because it is the result of arm’s-length
12 negotiations between the Parties and significant discovery and analysis, which enabled the Parties to
13 intelligently evaluate, litigate, and mediate the allegations. The Settlement also appears to be fair,
14 adequate, and reasonable because it obviates the need for further litigation, including litigation related
15 to class certification, liability, and damages issues; and the substantial costs, delay, and risks associated
16 with such litigation.

17 2. The Settlement states that Defendant will pay a Gross Settlement Amount of
18 \$225,000.00 and that the Gross Settlement Amount will be used to pay all payments contemplated by
19 the Settlement without exception, including, the Individual Class Payments to Participating Class
20 Members; PAGA Penalties in the amount of \$15,000.00, with sixty-five percent (65%), or \$9,750.00
21 allocated to the LWDA (the “LWDA PAGA Payment”), and thirty-five percent (35%), or \$5,250.00
22 allocated to the Aggrieved Employees (“Individual PAGA Payments”); the Class Counsel Expenses
23 Payment in an amount not to exceed \$17,000.00; the Class Counsel Fees Payment in an amount not to
24 exceed \$75,000.00 or one-third of the Gross Settlement Amount; the Class Representative Service
25 Payment in an amount not to exceed \$7,500.00; and the Administration Expenses Payment in an
26 amount not to exceed \$13,000.00. (*Settlement*, ¶¶ 3.1, *et seq.*) These terms appear to fall within the
27 range of reasonableness of a settlement which could ultimately be granted final approval by this Court.
28

1 3. The Settlement also states that the Settlement reached at mediation was based on the
2 Parties' estimated projection that the Class Members worked 10,000 Workweeks during the Class
3 Period. (*Settlement*, ¶ 7.0.) Should the Parties discover that the Class Members worked in excess of
4 11,000 Workweeks during the Class Period (i.e., in excess of 10% of the 10,000 estimated Workweek
5 count), Defendant, at its sole discretion, shall either shorten the Class Period to reduce the number of
6 shifts below or at 11,000 Workweeks or increase the Gross Settlement Amount proportionally for
7 Workweek amounts over 11,000 Workweeks. (*Id.*) If Defendant elects to increase the Net Settlement
8 Amount as set forth in Paragraph 7.0 of the Settlement, Defendant shall be responsible for funding that
9 amount in addition to any sums owed as part of the Gross Settlement Amount. (*Id.*)

10 4. The Class includes all current and former non-exempt employees of Defendant in
11 California who worked in the State of California from July 27, 2022, to June 30, 2025. (*Settlement*, ¶
12 1.4.) The Class is provisionally certified for settlement purposes only because it appears to meet the
13 requirements for certification under California Code of Civil Procedure section 382. In particular, (1)
14 the Class is ascertainable and so numerous that joinder is impractical; (2) the Class shares common
15 questions of law and fact, which predominate over individual issues; (3) Plaintiff's claims are typical
16 of the claims of the Class; (4) Plaintiff and Class Counsel will fairly and adequately protect the
17 interests of the Class; and (5) a class action is superior to other available methods for the fair and
18 efficient adjudication of the controversy. The Court notes that Class Members who do not request
19 exclusion from the Settlement may object thereto and raise their objections at the Final Fairness
20 Hearing on the Settlement.

21 5. Aggrieved Employees include all current and former non-exempt employees of
22 Defendant who worked in the State of California at any time from April 10, 2024, to June 30, 2025.
23 (*Settlement*, ¶ 1.3.)

24 6. Effective on the date Defendant fully funds the entire Gross Settlement Amount and
25 any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments,
26 Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all
27 Released Parties as follows:
28

- 1 (a) “Released Parties” means Defendant and all of its present and former
2 members, parent companies, subsidiaries, affiliates, joint venturers, and
3 licensees, and all of their shareholders, officers, directors, employees, agents,
4 servants, registered representatives, attorneys, insurers, successors and
5 assigns, and any other persons acting under them. (*Settlement*, ¶ 1.40.)
- 6 (b) Plaintiff’s Release. Plaintiff fully and finally releases and discharges the
7 Released Parties from any and all charges, complaints, claims, and liabilities
8 of any kind or nature whatsoever, known or unknown, suspected of
9 unsuspected (“claim(s)”) which Plaintiff, at any time heretofore, had or
10 claimed to have or which Plaintiff may have or shall in the future claim to
11 have, including, without limitation, any and all claims related or in any
12 manner incidental to Plaintiff’s employment. Plaintiff understands she is
13 releasing potentially unknown claims, and that Plaintiff may have limited
14 knowledge with respect to some of the claims being released. Plaintiff
15 acknowledges there is a risk that, after signing this agreement, Plaintiff may
16 learn information that might have affected Plaintiff’s decision to enter this
17 Agreement. Plaintiff assumes this risk and all other risks of any mistake in
18 entering into this Agreement. Plaintiff agrees that this Agreement is fairly and
19 knowingly made. Plaintiff represents and warrants that Plaintiff has all
20 necessary authority to enter into this Agreement and that Plaintiff has not
21 transferred any interest in any claims to any spouse or to any other third party.
22 (“Plaintiff’s Release”). (*Id.* at ¶ 5.0.)
- 23 i. The Parties understand the word “claim(s)” to include all actions,
24 complaints, claims, and grievances, whether actual or potential, known
25 or unknown, and specifically but not exclusively, all claims arising out
26 of Plaintiff’s employment with Defendant, including, but not limited
27 to, any and all claims under the California Fair Employment Housing
28 Act, the Age Discrimination in Employment Act, Title VII or any

1 other statute, rule or regulation relating to Plaintiff's employment with
2 Defendant under which Plaintiff has made a claim or could make a
3 claim against Defendant (collectively, "Plaintiff's Released Claims").
4 Plaintiff's Released Claims shall not waive: (i) claims for
5 unemployment or workers' compensation benefits; (ii) any vested
6 rights Plaintiff has under ERISA-covered benefit plans as applicable
7 on the date Plaintiff signs this Agreement, and/or claims concerning
8 such rights; (iii) claims that may arise after Plaintiff signs this
9 Agreement; or (iv) claims which cannot be released by private
10 agreement. (*Settlement*, ¶ 5.0.1.)

11 (c) Release by Participating Class Members: All Participating Class Members
12 fully and finally release and discharge the Released Parties from any and all
13 claims, debts, liabilities, demands, obligations, penalties, guarantees, costs,
14 expenses, attorney's fees, damages, action or causes of action of whatever
15 kind or nature, contingent or accrued, that were alleged or that reasonably
16 could have been alleged based on the facts alleged in the Action, as amended,
17 that accrued in, or are related to the allegations in the Action, under federal,
18 state, and/or local law. This release includes, without limitation, release of all
19 claims alleged in the Action and under state law for alleged failure to pay
20 minimum wages, failure to pay overtime, failure to provide meal periods,
21 failure to authorize and permit rest breaks, failure to indemnify necessary
22 business expenses, failure to pay all unpaid wages at termination, failure to
23 provide accurate itemized wage statements, any violations of Business and
24 Professions Code § 17200, *et seq.*, and statutory penalties based on the
25 foregoing (collectively, "Released Class Claims"). (*Id.* at ¶ 5.1.)

26 i. The Released Class Claims exclude claims not permitted by law and
27 are limited to claims arising during the Class Period. (*Id.* at ¶ 5.1.1.)
28

(d) Release by Aggrieved Employees: All Aggrieved Employees fully and finally release and discharge the Released Parties from any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint or PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements (collectively, "Released PAGA Claims").
(*Settlement*, ¶ 5.2.)

i. The Released PAGA Claims are limited to claims arising during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether their check for the Individual PAGA Payment is cashed or not, and regardless of whether they are a Non-Participating Class Member. (*Id.* at ¶ 5.2.1.)

7. For settlement purposes only, the Class Notice to be sent to Class Members, as to form and content, is adequate. Further, on a preliminary basis, the plan for distribution of the Class Notice to Class Members satisfies Due Process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Class Notice is attached to the Settlement as **Exhibit A**.

8. The Class Representative appointed for this matter is Plaintiff Genesis Aguilar.
(*Settlement*, ¶ 1.36.) The Class Representative Service Payment, which is not to exceed \$7,500.00, is

preliminarily approved. (*Settlement*, ¶ 3.1.1.)

9. The Administrator appointed for this matter is ILYM Group, Inc. (*Id.* at ¶ 1.1.) The Administration Expenses Payment, which is not to exceed \$13,000.00, is preliminarily approved. (*Id.* at ¶ 3.1.3.)

10. Class Counsel appointed for this matter is Moon Law Group, P.C. (*Id.* at ¶ 1.5.) The Class Counsel Fees Payment, which is not to exceed \$75,000.00 or one-third of the Gross Settlement Amount, and Class Counsel Expenses Payment, which is not to exceed \$17,000.00, are preliminarily approved. (*Id.* at ¶ 3.1.2.)

11. A Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, adequate, and reasonable as to the Participating Class Members, is hereby set in accordance with the following Implementation Schedule:

Defendant to provide Class Data to the Administrator	Within fourteen (14) calendar days of Preliminary Approval (<i>Settlement</i> , ¶ 6.1.)
Administrator to mail the Class Notice by First Class Mail	Within fourteen (14) calendar days of receiving the Class Data (<i>Settlement</i> , ¶ 6.3)
Response Deadline	Forty-five (45) calendar days after the date the Class Notice is mailed to Class Members via First-Class U.S. Mail (<i>Settlement</i> , ¶ 6.4.1.)
Deadline to file Motion for Final Approval	No later than sixteen (16) court days prior to the Final Fairness Hearing
Final Fairness Hearing	_____, 2026 at _____ in Department 11 of the Los Angeles County Superior Court

12. If any of the dates in the above schedule fall on a weekend, or bank or court holiday, the time to act shall be extended to the next business day.

13. To facilitate the administration of the Settlement pending Final Approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits, or administrative proceedings, including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations, regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Administrator and the time for filing claims with the Administrator has lapsed.

1 14. Pending further order of this Court, all proceedings in this Action, except those
2 contemplated herein and in the Settlement, are stayed.

3 15. Neither the Settlement nor any related document shall be offered or received in
4 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as
5 may be necessary to consummate or enforce the Settlement.

6 16. The Settlement is preliminarily approved but is not an admission by Defendant of the
7 validity of any claims in this Action, or of any wrongdoing or violation of law by Defendant.

8 17. The obligations set forth in the Settlement are deemed part of this Order. The Parties
9 are to carry out the Settlement in accordance with its terms.

10 **IT IS SO ORDERED.**

11 DATE: _____

Honorable Laura A. Seigle
Judge of the Los Angeles County Superior Court