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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

DESTINY VASSAR, on behalf of herself and all
others similarly situated, and the general public,

Plaintiff,

v.

GENESIS HEALTHCARE MANAGEMENT,
LLC, a California limited liability company;
ASPIRE COUNSELING SERVICES, LLC, a
California limited liability company; GENESIS
MEDICAL MANAGEMENT, LLC, a California
business entity of unknown form; and DOES 1
through 50, inclusive,

Defendants.

Case No.: BCV-24-102892

CLASS ACTION

*[Assigned for all purposes to Hon. Thomas S.
Clark, Dept. 17]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

Hearing Date: December 03, 2025

Time: 08:30 a.m.

On December 3, 2025, at 8:30 a.m., in Department 17 of the above Court, located at 1415 Truxtun Avenue, Bakersfield, CA 93301, Plaintiff DESTINY VASSAR’S (“Plaintiff”) unopposed Motion for Approval of the PAGA Settlement Agreement (“Settlement Agreement”) entered into by and between Plaintiff, on behalf of herself, the State of California and all aggrieved employees (the “Aggrieved Employees”), and Defendants GENESIS HEALTHCARE MANAGEMENT, LLC, a California limited liability company; ASPIRE COUNSELING SERVICES, LLC, a California limited liability company (“Defendants”), came before the Court for hearing pursuant to the Private Attorney’s General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiff appeared via her counsel (“PAGA Counsel”) and counsel also appeared for Defendants. There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement entered into between Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California, on the one hand, and Defendants on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as all current and former hourly-paid, employees employed by Defendants throughout California any time during the PAGA Period, which is August 26, 2023, through September 15, 2025.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$150,000.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm’s-length negotiations. The Court

therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with the notice requirements of California Labor Code § 2699.

5. Upon the Effective Date, Plaintiff, the State of California and the Aggrieved Employees shall be bound by the following release set forth in the Settlement Agreement:

Release by Plaintiff, Aggrieved Employees and the LWDA:

Plaintiff, Aggrieved Employees, and the LWDA are deemed to fully and finally release and discharge Released Parties from the Released PAGA Claims that have arisen during the PAGA Period.

a. "Released Parties" means GENESIS HEALTHCARE MANAGEMENT, LLC, and ASPIRE COUNSELING SERVICES, LLC and each of their respective affiliated or related entities, as well as former, future, and present parent, joint venturers, and affiliated corporations and partnerships; their directors, officers, shareholders, owners, members, managers, partners, customers, employees, attorneys, agents, insurers, predecessors, successors, assigns, and subsidiaries; and any other individuals, entities, successors, assigns, or legal representatives who could be liable for any of the Released Claims.

b. "Released PAGA Claims" means any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA that Aggrieved Employees have had, now have, or may have in the future against Released Parties based on the facts alleged in the Operative Complaint and the PAGA Notice or reasonably could have been alleged therein, including, but not limited to Civil Penalties for (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages and Overtime; (4) Failure to Provide Accurate Written Wage Statements; (5) Failure to Timely Pay All Final Wages; and (6) Failure to Indemnify (the "Released PAGA Claims"). The Released PAGA Claims shall expressly include a release for PAGA claims under California Labor Code Sections 201-204, 210, 212, 213, 223, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.5, 2802, 2926, 2927, and the applicable IWC Wage Orders.

1 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
2 are admissions by Defendants, or any of the other Released Parties, of liability on any of the
3 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
4 Action, or of any wrongdoing by Defendants, or any of the other Released Parties. The Settlement
5 Agreement represents a compromise and settlement of highly disputed claims. Defendants deny
6 all liability in the Action. Representative treatment of the Aggrieved Employees also is for
7 settlement purposes only.

8 7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA
9 Counsel for settlement purposes.

10 8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA
11 Counsel in the total amount of **\$50,000.00**, to be paid out of the Gross Settlement Amount, as final
12 payment for and satisfaction of any and all attorney's fees arising out of the Action.

13 9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to
14 PAGA Counsel in the amount of **\$13,736.59**, to be paid out of the Gross Settlement Amount, as
15 final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

16 11. The Court appoints Simpluris, Inc. ("Simpluris") to serve as the Settlement
17 Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
18 administration related payments in the amount of **\$3,821.00** to Simpluris as compensation for its
19 fees and costs in administering this Settlement. This amount is to be paid out of the Gross
20 Settlement Amount.

21 12. Pursuant to the terms of the Settlement Agreement, the Court awards Plaintiff an
22 Enhancement Payment in the total amount of **\$5,000.00**, to be paid out of the Gross Settlement
23 Amount, for her release of the Released Parties.

24 13. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
25 approximately **\$76,263.41** shall be allocated as follows: 65% (**\$49,571.22**) will be paid to the
26 LWDA and the remaining 35% (**\$26,692.19**) will be paid to the Aggrieved Employees pursuant to
27 the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

28 14. Defendants will not be required to pay any additional amounts in connection with

the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

15. Defendants will fully fund the Gross Settlement Amount no later than sixty-five (65) days after the Effective Date.

16. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Enhancement Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment.

17. Settlement checks will remain valid for one hundred eighty (180) days after the date of mailing. For any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, within ten (10) calendar days of the check void date, the Administrator will transmit the funds represented by such check to the Court Appointed Special Advocates of Kern County, pursuant to California Code of Civil Procedure section 384(b).

18. The Court approves the Notice of PAGA Settlement attached to the PAGA Settlement as **Exhibit A** to be sent by the Administrator to the PAGA Employees along with their respective Individual PAGA Payment.

19. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to California Code of Civil Procedure Section 664.6.

20. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement. This Order shall have full equitable and collateral estoppel and res judicata effect and be final and binding upon Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released PAGA Claims.

21. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

22. As the Judgment is consistent with the terms of the Settlement Agreement, the

1 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
2 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
3 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
4 waiver of the right to oppose such motions, writs or appeals. If another individual or entity who is
5 not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under the
6 Settlement Agreement will be suspended until such time as the appeal is finally resolved and the
7 Judgment becomes final.

8 23. The Court sets a Compliance Hearing re: Distribution on _____, 2026
9 at _____ a.m. in Department 17. PAGA Counsel is ordered to file a final report and
10 declaration by the Administrator regarding settlement distribution no later than _____ days
11 before the Compliance Hearing. No appearance will be required at the Compliance Hearing if the
12 Administrator's declaration reports that all the distributions under the Settlement Agreement are
13 complete.

14 **IT IS SO ORDERED.**

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16 DATED: _____ 2025

17 Hon. Thomas S. Clark
18 Judge of the Superior Court
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