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

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

Plaintiff,

vs.

CTSH BURBANK, LLC, a California limited
liability company; CARE TO STAY HOME,
INC., an unknown business entity; CTSH, LLC, a
California limited liability company; CTSH
SOUTH BAY, LLC, a California limited liability
company; CTSH OC, LLC, a California limited
liability company; KRAIG M. NAKANO, an
individual; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 24NNCV05088

Honorable Ian C. Fusselman
Department T

**[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: 432127610166
Date: December 11, 2025
Time: 8:30 A.M.
Department: T

Complaint Filed: October 15, 2024
FAC Filed: October 28, 2025
Trial Date: None Set

1 This matter has come before the Honorable Ian C. Fusselman in Department T of the Superior Court
2 of the State of California, for the County of Los Angeles, on December 11, 2025 at 8:30 A.M., on Plaintiff
3 Cinzia Romero’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code §
4 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and
5 Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared
6 for Plaintiff and CDF Labor Law, LLP, appeared for CTSH Burbank, LLC; Care to Stay Home, Inc.; CTSH,
7 LLC; CTSH South Bay, LLC; CTSH OC, LLC; and Kraig M. Nakano (collectively, “Defendants”).

8 On or around October 2, 2025, Plaintiff and Defendants (together, the “Parties”) executed the Private
9 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
10 “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Brian J. St. John and Plaintiff Cinzia Romero, and (3) the Settlement
13 Agreement.

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

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

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of that statute pursuant to the recent
20 amendment effective July 1, 2024; the amended statute does apply to the Action, or the Settlement pursuant
21 to California Labor Code section 2699(v)(1), as amended, because the notice to the Labor and Workforce
22 Development Agency was filed on or after June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
25 the California Labor and Workforce Development Agency (“LWDA”) and Defendants with notice of the
26 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
27 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
28 2699.3(a).

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

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees who worked for Defendants in the
6 State of California during the PAGA Period. (“Aggrieved Employees”).

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

9 8. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Total Settlement Amount (\$250,000.00) less the approved Attorneys’ Fees and Costs
13 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
14 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Sixty-five percent (65%)
15 of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and thirty-five percent
16 (35%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’
17 Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

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

22 10. The Court approves the payment of \$87,500.00 to Plaintiff’s Counsel for attorneys’ fees.
23 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
24 Order and Judgment and the Settlement Agreement.

25 11. The Court approves the payment of \$10,742.17 to Plaintiff’s Counsel for reimbursement of
26 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
27 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

28 12. The Court approves payment in the amount of \$15,000.00 to Plaintiff Cinzia Romero for her

1 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
2 in accordance with this Order and Judgment and the Settlement Agreement.

3 13. The Court approves payment up to the amount of \$10,000.00 to Simpluris, Inc. for the
4 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
5 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

8 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
9 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA
10 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
11 it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual
12 Settlement Share(s)”).

13 16. No later than seven (7) calendar days after the date of this Order and Judgment, Defendants
14 will provide the PAGA Settlement Administrator with the Aggrieved Employee List, in accordance with
15 this Order and Judgment and the Settlement Agreement.

16 17. No later than twenty (20) calendar days of the date of this Order and Judgment, Defendant
17 shall deposit \$125,000.00 into a qualified settlement account established by the PAGA Settlement
18 Administrator for administration of the Settlement in accordance with this Order and Judgment and the
19 Settlement Agreement (“Payment 1”).

20 18. No later than one hundred twenty (120) calendar days following the deposit of Payment 1,
21 Defendants will make a deposit of \$125,000.00 into a qualified settlement account established by the PAGA
22 Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment
23 and the Settlement Agreement (“Payment 2”).

24 19. No later than fourteen (14) calendar days after receipt of the Aggrieved Employee List, and
25 the first payment of the Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-
26 upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package(s)”) to all
27 Aggrieved Employees by first-class United States mail, the General Release Fee to Plaintiff, and the
28 Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all

1 Aggrieved Employees

2 20. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives
3 the second payment of the Total Settlement Amount, the PAGA Settlement Administrator shall distribute
4 the LWDA Payment to the LWDA, and the Attorneys' Fees and Costs to Plaintiff's Counsel, unless
5 instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment and the Settlement
6 Agreement.

7 21. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
8 and negotiable for one hundred twenty (120) calendar days, and thereafter, shall be cancelled. Funds
9 associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the
10 California State Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee
11 whose check is cancelled.

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

17 23. "Released Parties" means Defendants, including Defendants' parent corporation, affiliates,
18 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees,
19 attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their
20 employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans
21 and programs.

22 24. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
23 penalties under California Labor Code section 2698, *et seq.* interest, fees, and costs available under PAGA,
24 based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay
25 minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums,
26 failure to provide compliant rest periods and associated premiums, failure to timely pay wages during
27 employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage
28 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.

25. “PAGA Period” means the period from August 7, 2023, through the date of the Court’s approval of the Settlement .

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

Date: _____

Honorable Ian C. Fusselman
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 *Cinzia Romero v. CTSH Burbank, LLC*, Los Angeles County Superior Court Case No. 24NNCV05088

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 lawsuit entitled *Cinzia Romero v. CTSH Burbank, LLC*, Los Angeles County Superior Court Case No. 24NNCV05088 (“Action”).

The lawsuit was filed on October 15, 2024, by Cinzia Romero (“Plaintiff”) against her former employer Defendant CTSH Burbank, LLC, 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. Prior to filing the lawsuit, on August 7, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) and Defendant CTSH Burbank, LLC, pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant CTSH Burbank, LLC’s 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 Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-1044131-24 (the “Original PAGA Notice”). On October 4, 2024, Plaintiff submitted an amended letter to the LWDA, adding Care to Stay Home, Inc., CTSH, LLC, CTSH South Bay, LLC, CTSH OC, LLC, and Kraig M. Nakano as named Defendants (“Amended PAGA Notice”). Plaintiff filed her First Amended Complaint, adding Care to Stay Home, Inc., CTSH South Bay, LLC, CTSH OC, LLC, CTSH, LLC, and Kraig M. Nakano as named Defendants on October 28, 2025.

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

A settlement was reached between Plaintiff and Defendants CTSH Burbank, LLC, Care to Stay Home, Inc., CTSH South Bay, LLC, and CTSH OC, LLC, CTSH, LLC; and Kraig M. Nakano (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 Defendants in the State of California during the period from August 7, 2023, and [Insert date of approval by the court] (“Aggrieved Employees”). The period from August 7, 2023, and [Insert date of approval by the court] is the “PAGA Period”.

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 in California during the PAGA Period. 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.

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, including Defendants’ parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“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 Operative Complaint, 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.

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 Simpluris, Inc. at [toll-free phone number].