

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff and
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

LAMONT SOLOMON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

APRIA HEALTHCARE LLC, a Delaware
Corporation; and DOES 1 through 100,

Defendants.

Case No. RIC2002553

*[Case assigned for all purposes to the Hon.
Daniel Ottolia, Dept. 04]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND SERVICE AWARD**

Date: February 2, 2022

Time: 8:30 a.m.

Dept.: 4

Complaint Filed: July 9, 2020

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on February 2, 2022. Having
2 considered the Parties' Settlement Agreement ("Settlement");¹ the documents and evidence
3 presented in support thereof; and recognizing the disputed factual and legal issues involved in this
4 case, the risks of further prosecution, the substantial benefits to be received by the State of
5 California and the Aggrieved Employees pursuant to the Settlement, and the fair, reasonable, and
6 adequate nature of the settlement obtained as a result of good faith arm's-length negotiations
7 between the Parties, the Court hereby makes a final ruling that the Settlement is approved pursuant
8 to Labor Code section 2699(I). Good cause appearing therefor, the Court hereby GRANTS
9 Plaintiff Lamont Solomon's ("Plaintiff") Motion for Approval of Settlement of Claims Brought
10 under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The term "Aggrieved Employees" shall consist of all individuals who are or
12 previously were employed by Apria Healthcare LLC ("Apria") as non-exempt employees in
13 California and who received shift differentials, on call payments or driver safe bonuses during the
14 PAGA Period.

15 2. The "PAGA Period" means March 30, 2019 through June 13, 2021.

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

19 4. The Court orders that Apria shall deposit the Gross Settlement Amount ("GSA")
20 of \$1,745,000.00² into an account established by the Settlement Administrator within 30 calendar
21 days of this Order.

22 5. The Court hereby approves, as to form and content, the Explanatory Letter
23 submitted by the parties and included as Exhibit A to the Settlement.

24 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
25 Settlement Agreement, attached as Exhibit 1 to the Declaration of Paul K. Haines submitted
26 concurrently with the Motion.

27 ² Pursuant to the Settlement's "Escalator Clause," the GSA may increase if the number of
28 Affected Pay Periods worked by the Aggrieved Employees during the PAGA period is more than
10% greater than 67,000. If the GSA increases, then all amounts based thereon (including the
amounts allocated to the LWDA, to Aggrieved Employees, and to attorneys' fees), will increase
commensurately, in accordance with the Settlement.

1 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
2 Administrator.

3 7. Within ten (10) business days of this Order, Apria shall provide the Settlement
4 Administrator with a list containing each Aggrieved Employee's full name, last known mailing
5 address, last known telephone number, number of Affected Pay Periods worked during the
6 PAGA Period, and Social Security number, pursuant to the Settlement.

7 8. The Settlement Administrator is directed to mail the Individual PAGA Payments
8 and Explanatory Letter to the Aggrieved Employees within twenty-one (21) days after the
9 Settlement is fully funded, pursuant to the terms of the Settlement.

10 9. The Court finds that attorneys' fees in the amount of \$581,666.67 for Plaintiff's
11 counsel, and reimbursement of litigation costs of \$17,106.10 to Plaintiff's counsel, are fair,
12 reasonable, and adequate in light of the authorities cited in the Motion and the fund created by
13 the Settlement, and orders the Settlement Administrator to distribute these payments to Plaintiff's
14 Counsel as provided for in the Settlement.

15 10. The Court orders that the Settlement Administrator shall be paid \$6,250.00 for all
16 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

17 11. The Court finds that the requested Service Award of \$5,000.00 to Plaintiff is fair,
18 adequate, and reasonable in recognition of the unique contributions he has made and the risks he
19 undertook, on behalf of the Aggrieved Employees and the State of California, and orders that the
20 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
21 Agreement.

22 12. The Court finds that the amount of \$851,232.93 to be paid to the California Labor
23 and Workforce Development Agency ("LWDA"), representing 75% of the \$1,134,977.23
24 allocated as PAGA civil penalties under the Settlement, as provided for by the Settlement, is fair,
25 adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the
26 terms of the Settlement Agreement.

27 13. The Court approves the scope of the release as set forth in the Settlement.
28 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and

1 all Aggrieved Employees will have released all of the PAGA Released Claims against the
2 Released Parties, as those terms are defined in the Settlement. The release of the PAGA Released
3 Claims shall extend for the duration of the PAGA Period. No claims for wages are released under
4 the Settlement.

5 14. Upon entry of this Judgment and Order, the Court permanently enjoins and forever
6 bars the Plaintiff or the Aggrieved Employees from instituting or prosecuting any of the PAGA
7 Released Claims against the Released Parties which were resolved as part of the Settlement.
8 Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction
9 to enforce the terms of the Settlement.

10 15. Plaintiff shall file a declaration confirming the final distribution of funds on or
11 before November 18, 2022.

12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

13
14 Dated: _____

By: _____
Honorable Daniel Ottolia
Judge of the Superior Court