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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 25 2025

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BY 
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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

CHARLETTE PERE, an individual, on behalf
of all persons similarly situated,

Plaintiff,

vs.

JAYLEX LLC dba EZ CARELINK, a
California limited liability company, previously
named as fictitious DOE 1; RESCARE, INC., a
Kentucky corporation; ROCKCREEK, INC., a
California corporation; ALTERNATIVE
CHOICES, INC., a California corporation;
RSCR INLAND, INC., a California corporation
and DOES 2 through 30, Inclusive;

Defendants.

Case No: CIVSB2317704

**[PROPOSED] ORDER GRANTING
PLAINTFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: February 25, 2025

Time: 8:30 a.m.

Judge: Hon. Christian Towns

Dept.: S26

1 Plaintiff Charlette Pere ("Plaintiff") moves for approval of the settlement of Plaintiff's
2 claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to
3 California Labor Code § 2699, against Jaylex LLC dba Ez Carelink, Rescare, INC., Rockcreek,
4 INC., Alternative Choices, INC., and RSCR Inland, INC. ("Defendants").

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
7 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
8 of PAGA Claims ("Settlement Agreement"). The California Labor Workforce Development
9 Agency ("LWDA") was provided with notice of the settlement and the motion for approval of the
10 settlement via its online process and no objection has been received to the settlement or the motion
11 from the LWDA. The Parties seek approval of the settlement of Plaintiff's PAGA claims and the
12 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
13 Agreement, which was filed with the Court ("PAGA Settlement"). The PAGA Settlement provides
14 for a Gross Settlement Amount in the total sum of \$395,000, which includes the Net Settlement
15 Amount, PAGA Counsel Award in the amount of \$161,666.66, comprised of attorneys' fees in the
16 amount of \$131,666.66 and reimbursed litigation expenses in the amount of \$30,000, Service
17 Award of up to \$10,000 for the Plaintiff, and a Claims Administration Costs estimated in the amount
18 of \$4,100. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount
19 after the deduction of the Claims Administration Costs, PAGA Counsel Award, and Plaintiff's
20 Service Award. The Administrator will be Apex Class Action LLC. The funds represented by the
21 sum of any settlement checks not cashed within 180 days, or the extended deadline as provided in
22 the Settlement Agreement, will be transmitted to the Community Law Project in accordance with
23 CCP § 384. The Court approved the Gross Settlement Amount and the distributions of the Gross
24 Settlement Amount as set forth above.

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,
26 pursuant to Labor Code section 2699(s)(2) hereby GRANTS the Parties' motion and approves the
27 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
28 which shall be allocated and paid out as set forth in the Settlement Agreement.

1 The “Aggrieved Employees” are defined as all current and former individuals classified as
2 independent contractors who obtained work through JAYLEX, LLC *dba* EZ CARELINK at a
3 facility belonging to RESCARE, INC., ROCKCREEK, INC. ALTERNATIVE CHOICES, INC.,
4 RSCR INLAND, INC. or any other subsidiary of RESCARE, INC. during the period from July 5,
5 2022, to June 3, 2024 (“PAGA Period”). Upon approval by the court of the PAGA Settlement by
6 the Court and funding in full of the PAGA Settlement by Defendants, Defendants and each of its
7 former and present directors, officers, shareholders, owners, members, attorneys, insurers,
8 predecessors, successors, assigns, subsidiaries, and affiliates (“Released Parties”) shall be entitled
9 to a release from the State of California, the LWDA, and Plaintiff as to the following claims: all
10 PAGA claims that were alleged in the operative Complaint in the *Charlette Pere v. EZ CareLink*
11 *Corp., et al.* Case No. CIVSB2227164 matter and Plaintiff’s PAGA notice to the LWDA which
12 occurred during the PAGA Period, and expressly excluding all other claims, including claims for
13 vested benefits, wrongful termination, unemployment insurance, disability, social security,
14 workers’ compensation, and PAGA claims outside of the PAGA Period (“Released PAGA
15 Claims”).

16 Neither the Settlement Agreement nor the settlement contained therein, nor any act
17 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
18 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
19 Released PAGA Claims; or (ii) is or may be deemed to be or may be used as an admission of, or
20 evidence of, any fault or omission by Defendants or any of the Released Parties in any civil,
21 criminal, or administrative proceeding in any court, administrative agency, or other tribunal.
22 Defendants or any of the Released Parties may file the Settlement Agreement and/or the separate
23 Judgment from this action in any other action that may be brought against it or them in order to
24 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
25 good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue
26 preclusion or similar defense or counterclaim.

27 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
28 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and

1 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
2 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
3 the distribution of settlement benefits.

4 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
5 **ENTERED ACCORDINGLY.**

6
7 DATED: 2.25, ~~2024~~
8 2025

9 C. Towns
10 THE HONORABLE CHRISTIAN TOWNS
11 JUDGE OF THE SUPERIOR COURT
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