

FILED

MAR 23 2026

CLERK OF THE SUPERIOR COURT
BY: K. ROE, DEPUTY CLERK

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
4 Pasadena, California 91106
Telephone: (213) 537-9225
5

6 *Additional Counsel on Next Page*

7 Attorneys for Plaintiffs
Melissa Clack, Evelyn McOmie and the Proposed Class

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SHASTA**

10 MELISSA CLACK, individually, and on
behalf of other members of the general
11 public similarly situated;

12 Plaintiff,

13 vs.

14 LAVENDER HILLS ASSISTED LIVING,
LLC, a California limited liability
15 company; and DOES 1 through 100,
inclusive,

16 Defendants.
17

18 EVELYN MCOMIE, individually, and on
behalf of other aggrieved employees
19 pursuant to the California Private Attorneys
General Act;

20 Plaintiff,
21

22 vs.

23 LAVENDER HILLS ASSISTED LIVING,
LLC, a California limited liability
24 company; and DOES 1 through 100,
inclusive,

25 Defendants.
26
27
28

Case No.: CVCV21-0197865 (LEAD CASE)
(consolidated with 24CV-0205758)

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Information:

Date: March 23, 2026
Time: 8:30 AM
Dept.: 64
Judge: Hon. Stephen H. Baker

1 ARBY AIWAZIAN, SBN 269827
E-Mail arby@calljustice.com
2 JOANNA GHOSH, SBN 272479
E-Mail joanna@calljustice.com
3 YASMIN HOSSEINI, SBN 326399
E-Mail yasmin@calljustice.com
4 SELENA L. MATAVOSIAN, SBN 348044
E-Mail selena@calljustice.com
5 MARIA V. HALWADJIAN, SBN 358015
E-Mail maria@calljustice.com
6 **LAWYERS for JUSTICE, PC**
450 North Brand Blvd, Suite 900
7 Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 This matter has come before the Honorable Stephen H. Baker in Department 64 of the
2 Shasta County Superior Court, located at 1515 Court Street, Redding, CA 96001, on Plaintiff
3 Melissa Clack (“Plaintiff Clack”) and Plaintiff Evelyn McOmies’ (“Plaintiff McOmie”)
4 (collectively “Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement
5 (“Motion for Final Approval”). Domb & Rauchwerger LLP and Lawyers for Justice, PC appeared
6 on behalf of Plaintiffs; Kroloff, Belcher, Smart, Perry & Christopherson A.P.C. appeared on
7 behalf of Defendant Lavender Hills Assisted Living, LLC (“Defendant”).

8 On November 24, 2025, the Court signed the Order Granting Preliminary Approval of
9 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
10 approving the settlement of the above-entitled action (“Action”) in accordance with the
11 Stipulation of Class and Representative Action Settlement and Release, (attached as **Exhibit 1** to
12 the Declaration of Devin Rauchwerger in support of the Motion for Final Approval dated
13 February 27, 2026, and previously presented to the Court as a part of the Motion for Preliminary
14 Approval on October 30, 2025 (“Settlement” or “Settlement Agreement”)), which sets forth the
15 terms and conditions for settlement of the Action.

16 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
17 oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

19 All terms used herein shall have the same meaning as defined in the Settlement Agreement
20 and the Preliminary Approval Order.

21 This Court has jurisdiction over the claims of the Class Members asserted in this
22 proceeding and over all parties to the Action.

23 The Court finds that the applicable requirements of California Code of Civil Procedure
24 section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the
25 Class and the Settlement. The Court hereby makes final its earlier provisional certification of the
26 Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby
27 defined to include:

28 //

1 “all current and former hourly-paid or non-exempt employees of Defendant in
2 California employed during the Class Release Period.”

3 The Class Period is from July 27, 2017 through April 14, 2025.

4 The Court Approved Notice of Class and PAGA Action Settlement and Hearing Date for
5 Final Court Approval (“Class Notice”) that was provided to the Class Members, fully and
6 accurately informed the Class Members of all material elements of the Settlement and of their
7 opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to
8 seek exclusion from the Class Settlement; was the best notice practicable under the circumstances;
9 was valid and provided sufficient notice to all Class Members; and complied fully with the laws
10 of the State of California, the United States Constitution, due process and other applicable law.
11 The Class Notice fairly and adequately described the Settlement and provided the Class Members
12 with adequate instructions and a variety of means to obtain additional information.

13 The Court notes that the Settlement Administrator received three valid Requests for
14 Exclusion from the Settlement from the following individuals: Shannon Rodriguez, Rachelle M
15 Davis, and Cheryl C. Grandfield. These three individuals are hereby excluded from the
16 Settlement and are not releasing Class Claims as outlined in the Settlement Agreement.

17 Pursuant to California law, the Court hereby grants final approval of the Settlement and
18 finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
19 specifically, the Court finds that the Settlement was reached following meaningful investigation
20 conducted by Lawyers *for* Justice, PC and Domb & Rauchwerger LLP (“Class Counsel”); that
21 the Settlement is the result of serious, informed, adversarial, and arms-length negotiations
22 between the parties; and that the terms of the Settlement are in all respects fair, adequate, and
23 reasonable. In so finding, the Court has considered all of the evidence presented, including
24 evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity of the
25 claims presented; the likely duration of further litigation; the amount offered in the Settlement;
26 the extent of investigation and discovery completed; and the experience and views of Class
27 Counsel. The Court has further considered the absence of objections to the Class Settlement
28 submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be

1 affected in accordance with the Settlement Agreement and the following terms and conditions.

2 A full opportunity has been afforded to the Class Members to participate in the Final
3 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.
4 The Class Members also have had a full and fair opportunity to exclude themselves from the Class
5 Settlement. Accordingly, the Court determines that all Class Members who did not submit a
6 timely and valid Request for Exclusion (“Settlement Class Members”) are bound by the Class
7 Settlement and by this order and judgment (“Final Approval Order and Judgment”). The Court
8 also finds that Plaintiff McOmie and the State of California with respect to all PAGA Employees,
9 are bound by the PAGA Settlement and this Final Approval Order and Judgment.

10 The Court finds that the settlement of the Released PAGA Claims for \$70,000, which is
11 designated and allocated as penalties under the California Private Attorneys General Act of 2004
12 (“PAGA Penalty Amount”), is fair, reasonable, and appropriate, and hereby approved. The
13 Administrator shall distribute the PAGA Penalty Amount as follows: the amount of \$52,500.00
14 to the California Labor and Workforce Development Agency, and the amount of \$17,500.00 to
15 PAGA Members, in accordance with the terms and methodology set forth in the Settlement
16 Agreement.

17 The Court finds that payment of Settlement Administration Costs in the amount of
18 \$7,550.00 is appropriate for the services performed and costs incurred and to be incurred for the
19 notice and settlement administration process. It is hereby ordered that the Administrator, ILYM
20 Group, Inc., shall issue payment to itself in the amount of \$7,550.00, in accordance with the terms
21 and methodology set forth in the Settlement Agreement.

22 The Court finds that the Enhancement Awards sought are fair and reasonable for the work
23 performed by Plaintiffs on behalf of the Class, the State of California, and PAGA Members. It is
24 hereby ordered that the Administrator issue payments in the amount of \$7,500.00 to each Plaintiff,
25 Plaintiff Clack and Plaintiff McOmie, for their Enhancement Awards according to the terms and
26 methodology set forth in the Settlement Agreement.

27 The Court finds that the request for attorneys’ fees in the amount of \$164,325.00 to Class
28 Counsel falls within the range of reasonableness, and the results achieved justify the award

1 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
2 are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of
3 \$164,325.00 to Class Counsel for attorneys' fees (\$131,460.00 to Lawyers for Justice PC and
4 \$32,865.00 to Domb & Rauchwerger LLP), in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 The Court finds that reimbursement of litigation costs and expenses in the amount of
7 \$25,640.58 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
8 Administrator issue payment in the amount of \$25,640.58 to Class Counsel (\$24,323.58 to
9 Lawyers for Justice PC and \$1,317.00 to Domb & Rauchwerger LLP) for reimbursement of
10 litigation costs and expenses, in accordance with the terms and methodology set forth in the
11 Settlement Agreement.

12 The Court hereby enters Judgment by which Settlement Class Members shall be
13 conclusively determined to have given a release of any and all Released Class Claims against the
14 Released Parties, Plaintiffs shall be conclusively determined to have given a General Release of
15 Claims as outlined in paragraph 10(g) of the Settlement Agreement. Plaintiffs and the State of
16 California, with respect to their PAGA claim on behalf of all PAGA Members, shall be
17 conclusively determined to have given a release of any and all Released PAGA Claims against
18 the Released Parties, as set forth in the Settlement Agreement, and Class Notice, and as limited
19 by this judgment. Plaintiffs and the State of California are bound by this judgment with respect
20 to recovery of any civil penalties under PAGA on behalf of PAGA Members during the PAGA
21 Period.

22 It is hereby ordered that pursuant to the terms of the Settlement Agreement, no later than
23 ten (10) business days after the Effective Date, Defendant shall deposit into the QSF established
24 by the Settlement Administrator the Total Settlement Amount and the employer's share of payroll
25 taxes.

26 The Administrator may send Class Members a single check combining the Individual
27 Settlement Payment and any applicable Individual PAGA Payment. Settlement distribution
28 checks shall be negotiable for 180 days from the date of mailing. If any checks remain uncashed

1 or not deposited by the expiration of the 180-day period, the Settlement Administrator will
2 transfer the uncashed checks to the *cy pres* recipient, Senior Citizens of Shasta County, Inc.
3 (“SCSS” or “*Cy Pres* Recipient”), in accordance with California Code of Civil Procedure section
4 384.

5 The Net Settlement Amount shall be distributed to each Settlement Class Member as
6 follows: Individual Settlement Shares shall be calculated by the Settlement Administrator by
7 dividing the final Net Settlement Amount by the Workweeks of all Settlement Class Members to
8 yield the “Final Workweek Value,” and each Settlement Class Member’s individual Workweeks
9 shall be multiplied by the Final Workweek Value to yield his or her Individual Settlement Share.
10 (SA § 12(f)(4).) With respect to Individual PAGA Payments, the PAGA Member Amount, i.e.
11 25% of the PAGA Penalty Amount, shall be divided by the total number of Pay Periods for all
12 PAGA Members during the PAGA Release Period (resulting in the “PAGA Pay Periods Value”),
13 and then the PAGA Pay Periods Value shall be multiplied by the number of Pay Periods worked
14 for each PAGA Member during the PAGA Release Period to yield his or her Individual PAGA
15 Payment. (SA § 12(g)(3).)

16 Each Individual Settlement Share will be allocated as follows: twenty percent (20%)
17 wages for which forms W-2 shall be issued, and eighty (80%) interest and penalties for which
18 forms 1099 shall be issued. (SA § 15(g).)

19 After entry of this Final Approval Order and Judgment, pursuant to California Rules of
20 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
21 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
22 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
23 any dispute arising from or in connection with the distribution of settlement benefits.

24 Notice of entry of this Final Approval Order and Judgment shall be given to the
25 Participating Class Members and PAGA Members by the Administrator posting a copy of this
26 Final Order and Judgment on the Administrator’s website at
27 www.ILYMGroup.com/LavenderHillsMC for a period of at least sixty (60) calendar days after
28 the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The Court sets a non-appearance Final Review Hearing on
Mon., 1/11/27 at 8:30 a.m. in Department 64. The Parties are ordered to
file a Final Report regarding the distribution of funds no later than 15 days prior to the Final
Review Hearing.

Dated: MAR 23 2026

B.L. BOECKMAN
HONORABLE STEPHEN H. BAKER
JUDGE OF THE SUPERIOR COURT