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FILED
Superior Court of California
County of Los Angeles
01/09/2026
David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

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

17 GENESIS AGUILAR, individually, and on behalf
18 of all others similarly situated,

19 *Plaintiff,*

20 vs.

21 LEGACY HEALTHCARE CENTER, LLC, a
22 limited liability company; and DOES 1 through
23 10, inclusive,

24 *Defendants.*

Case No.: 24STCV22000

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable
Laura A. Seigle, Dept. 17

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

*[Filed with (1) Plaintiff's Notice of Motion
and Memorandum of Points and Authorities,
(2) the Declaration of Kane Moon, (3) the
Declaration of Plaintiff Genesis Aguilar, (4)
the Declaration of Amanda Howard, and (5)
[Proposed] Judgment]*

FINAL APPROVAL HEARING

Date: January 9, 2026
Time: 9:00 a.m.
Dept: 17

Action Filed: August 28, 2024
FAC Filed: November 1, 2024
SAC Filed: January 14, 2025
Trial Date: Not set

1 **~~PROPOSED~~ FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On Septmeber 11, 2025 the Court entered an Order which granted Plaintiff’s Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the “Preliminary
6 Approval Order”), thereby preliminarily approving a settlement of the above-entitled action (the
7 “Action”) that was reached between Plaintiff Genesis Aguilar (“Plaintiff”) and Defendant RG Legacy
8 II, LLC, dba Pasadena Nursing Center (“Defendant”) (together with Plaintiff, the “Parties”), in
9 accordance with the Parties’ Joint Stipulation of Class and Representative Action Settlement
10 Agreement (the “Settlement”). The Settlement was attached as **Exhibit 1** to the Declaration of Kane
11 Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
12 Settlement.

13 The Court now has before it Plaintiff’s Motion for Final Approval of Class Action and PAGA
14 Settlement, including a motion for payment of Class Counsel Fees Payment, Class Counsel
15 Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses
16 Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair,
17 reasonable, and adequate as to Class Members (collectively “Motion for Final Approval”), as well
18 as a [Proposed] Final Approval Order.

19 Due and adequate notice having been given to Class Members, and the Court having reviewed
20 the Settlement and duly considered Plaintiff’s Motion for Final Approval, the supporting declarations
21 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
22 any oral argument, and good cause appearing,

23 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

24 1. The Court, for purposes of this Final Approval Order, refers to all terms and
25 definitions as set forth in the Settlement.

26 2. Plaintiff’s Motion for Final Approval came before Department 17 of this Court, the
27 Honorable Laura A. Seigle presiding, on January 9, 2026.

28 3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections and only one () Requests
9 for Exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for
10 Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following class (the “Class
12 Members”): all current and former non-exempt employees of Defendant who worked in the State of
13 California from July 27, 2022, to June 30, 2025 (“Class Period”). All members of the Class, as either
14 a Participating Class Member or Non-Participating Class Member, including a Non-Participating
15 Class Member who qualifies as an Aggrieved Employee.

16 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
17 who are Aggrieved Employees are still bound by the settlement and release of the Released PAGA
18 Claims or remedies under the Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969,
19 as requests to be excluded from the Settlement do not apply to the Released PAGA Claims.

20 6. The Released PAGA Claims shall bind the following individuals (“Aggrieved
21 Employees”): All current and former non-exempt employees of Defendant who worked in the State
22 of California from April 10, 2024 to June 30, 2025. The “PAGA Period” means the period from April
23 10, 2024 to June 30, 2025.

24 7. The Court finds that Plaintiff has exhausted all administrative remedies required to
25 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
26 with respect to the Released PAGA Claims being released under the Settlement. The Court further
27 finds that pursuant to California Labor Code section 2699(1)(2), the California Labor and Workforce
28 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is

1 therefore bound by this Final Approval Order.

2 8. The deadline to submit a Request for Exclusion or to submit written objections to the
3 Settlement was November 24, 2025.

4 9. Only 1 Request for Exclusion from Rebecca S. Ellan was received. Accordingly, 279
5 Class Members remain in the Class and are bound by this Final Approval Order and the
6 accompanying Judgment.

7 10. The Court finds that a full opportunity has been afforded to Class Members to object
8 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
9 opportunity to object to the Settlement. No written objections were received, and no Class Members
10 appeared at the Final Approval Hearing to present any objections.

11 11. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
12 Court Approval (the “Class Notice”), which was attached as Exhibit A to the Settlement and provided
13 to the Class pursuant to the plan for distribution described under the Settlement, conformed with the
14 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
15 practicable under the circumstances, by providing individual and adequate notice of the proceedings
16 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
17 requirements of due process and provided the Class Members with adequate instructions and a variety
18 of means to obtain additional information.

19 12. Release of Claims. Effective on the date when Defendant fully funds the entire
20 Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the
21 Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will
22 release claims against all Released Parties as follows:

23 a. Released Parties. “Released Parties” means: Defendant and all of its present and
24 former members, parent companies, subsidiaries, affiliates, joint venturers, and
25 licensees, and all of their shareholders, officers, directors, employees, agents,
26 servants, registered representatives, attorneys, insurers, successors and assigns, and
27 any other persons acting under them.

28 b. Plaintiff’s Release. Plaintiff fully and finally releases and discharges the Released

1 Parties from any and all charges, complaints, claims, and liabilities of any kind
2 or nature whatsoever, known or unknown, suspected or unsuspected (“claim(s)”)
3 which Plaintiff, at any time heretofore, had or claimed to have or which Plaintiff
4 may have or shall in the future claim to have, including, without limitation, any
5 and all claims related or in any manner incidental to Plaintiff’s employment.
6 Plaintiff understands she is releasing potentially unknown claims, and that
7 Plaintiff may have limited knowledge with respect to some of the claims being
8 released. Plaintiff acknowledges there is a risk that, after signing this agreement,
9 Plaintiff may learn information that might have affected Plaintiff’s decision to
10 enter into this Agreement. Plaintiff assumes the risk and all other risks of any
11 mistake in entering into this Agreement. Plaintiff agrees that this Agreement is
12 fairly and knowingly made. Plaintiff represents and warrants that Plaintiff has all
13 necessary authority to enter into this Agreement and that Plaintiff has not
14 transferred any interest in any claims to any spouse or to any other third party.
15 The Parties understand the word “claim(s)” to include all actions, complaints,
16 claims, and grievances, whether actual or potential, known or unknown, and
17 specifically but not exclusively, all claims arising out of Plaintiff’s employment
18 with Defendant, including, but not limited to, any and all claims under the
19 California Fair Employment and Housing Act, the Age Discrimination in
20 Employment Act, Title VII or any other statute, rule or regulation relating to
21 Plaintiff’s employment with Defendant and under which Plaintiff has made a
22 claim or could make a claim against Defendant (collectively, “Plaintiff’s Released
23 Claims”). Plaintiff’s Released Claims shall not waive: (i) claims for
24 unemployment or workers’ compensation benefits; (ii) any vested rights Plaintiff
25 has under ERISA-covered benefit plans as applicable on the date Plaintiff signs
26 this Agreement, and/or claims concerning such rights; (iii) claims that may arise
27 after Plaintiff signs this Agreement; or (iv) claims which cannot be released by
28 private agreement.

1 c. Release by Participating Class Members. All Participating Class Members fully
2 and finally release and discharge the Released Parties from any and all claims,
3 debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses,
4 attorney's fees, damages, action or causes of action of whatever kind or nature,
5 contingent or accrued, that were alleged or that reasonably could have been
6 alleged based on the facts alleged in the Action, as amended, that accrued in, or
7 are related to the allegations in the Action, under federal, state, and/or local law.
8 This release includes, without limitation, release of all claims alleged in the
9 Action and under state law for alleged failure to pay minimum wages, failure to
10 pay overtime, failure to provide meal periods, failure to authorize and permit rest
11 breaks, failure to indemnify necessary business expenses, failure to pay all unpaid
12 wages at termination, failure to provide accurate itemized wage statements, any
13 violations of Business and Professions Code § 17200, *et seq.*, and statutory
14 penalties based on the foregoing (collectively, the "Released Class Claims"). The
15 Released Class Claims exclude claims not permitted by law and are limited to
16 claims arising during the Class Period.

17 d. Release by Aggrieved Employees. All Aggrieved Employees fully and finally
18 release and discharge the Released Parties from any and all claims for civil
19 penalties, and attorney's and costs, under PAGA that were alleged or that
20 reasonably could have been alleged based on the facts alleged in the First
21 Amended Class and Representative Action Complaint or PAGA Notice, including
22 but not limited to, failure to pay minimum wages, failure to pay overtime
23 compensation, failure to provide meal periods, failure to authorize and permit rest
24 breaks, failure to indemnify necessary business expenses, failure to pay all unpaid
25 wages at termination, and failure to provide accurate itemized wage statements
26 (collectively, the "Released PAGA Claims"). The Released PAGA Claims are
27 limited to claims arising during the PAGA Period. In light of the binding nature
28 of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo*

1 *Dairy*) (2009) 46 Cal. 4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2001)
2 796 F. Supp. 2s 1246, individuals otherwise meeting the definition of an
3 Aggrieved Employee who are eligible to receive and Individual PAGA Payment
4 shall be deemed to have released the Released PAGA Claims, regardless of
5 whether their check for the Individual PAGA Payment is chased or not, and
6 regardless of whether they are a Non-Participating Class Member.

7 13. The Parties shall bear their own respective attorneys' fees and costs, except as
8 otherwise provided for in the Settlement and approved by the Court.

9 14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
10 the methodology used to calculate Individual Class Payments and Individual PAGA Payments to
11 Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus,
12 the Court authorizes the Administrator to calculate and pay individual settlement shares in
13 accordance with the terms of the Settlement.

14 15. Defendant is ordered to fully fund the Gross Settlement Amount (**\$225,000.00**), and
15 also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
16 funds to the Administrator no later than 30 days after the Effective Date.

17 16. Within 14 days after Defendant funds the Gross Settlement Amount, the
18 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
19 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
20 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
21 Payment.

22 17. A total amount of \$15,000.00 shall be allocated as the "PAGA Penalties," payable
23 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
24 follows: 65% (**\$9,750.00**) to the LWDA (the "LWDA PAGA Payment") and 35% (**\$5,250.00**) to
25 Aggrieved Employees (the "Individual PAGA Payments").

26 18. The Court finds Plaintiff has adequately represented the Class and therefore confirms
27 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
28 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved

1 Employee, the Court approves and orders a service payment to Plaintiff in the amount of **\$7,500.00**
2 (the “Class Representative Service Payment”), payable from the Gross Settlement Amount, for her
3 role and service as the Class Representative, for the risks and work attendant to that role, and for her
4 general release of claims and waiver of section 1542 rights.

5 19. The Court confirms the appointment of Kane Moon, Allen Feghali, Lilit Ter-
6 Astvatsatryan, and Jacquelyne VanEmmerik of Moon Law Group, PC, as Class Counsel, for
7 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
8 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
9 adequately represented Class interests. The Court approves and orders the payments to Class
10 Counsel, payable from the Gross Settlement Amount, of **\$75,000.00** for reasonable attorneys’ fees
11 (“Class Counsel Fees Payment”), and of \$14,468.97 for reimbursement of out-of-pocket costs
12 (“Class Counsel Litigation Expenses Payment”). The Court finds that these amounts are reasonable
13 considering the benefits provided to the Class.

14 20. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
15 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
16 Administrator of **\$10,950.00** (“Administration Expenses Payment”), payable from the Gross
17 Settlement Amount, for settlement administration.

18 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
19 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
20 transmit those amounts to the California State Controller’s Unclaimed Property Fund in the name of
21 each Participating Class Member and/or Aggrieved Employee who failed to cash their settlement
22 check prior to the void date.

23 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
24 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
25 on its website for no less than ninety (90) calendar days following entry thereof.

26 23. This Final Approval Order and the concurrently filed Judgment are intended to be a
27 final disposition of the Action in its entirety and are intended to be immediately appealable.

28 24. The obligations set forth in the Settlement are deemed part of this Final Approval

1 Order and the concurrently filed Judgment, and the Parties and Administrator are ordered to carry
2 out the Settlement according to its terms and provisions.

3 25. Following entry of the concurrently filed Judgment, and without affecting the finality
4 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court will retain
5 jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the
6 Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing
7 such post-Judgment matters as are permitted by law.

8 26. The Settlement is finally approved but is not an admission by Defendant of the
9 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
10 law. Neither the Settlement nor any related document shall be offered or received in evidence in
11 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
12 necessary to consummate or enforce the Settlement.

13 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
14 Sept. 22, 2027 at 8:30 a.m.
2026 at _____ a.m./p.m. in Department 17. Class Counsel are ordered to file a
15 final report and declaration by the Administrator regarding settlement distribution no later than
16 five (5) court days prior to the Compliance Hearing. No appearance will be required at the
17 Compliance Hearing if the Administrator’s declaration reports that all the distributions under the
18 Agreement are complete.

19 **IT IS SO ORDERED.**

20 DATE: 01/09/2026



Laura Seigle

THE HON. LAURA A. SEIGLE
Judge of the Superior Court, Los Angeles County
Laura A. Seigle / Judge