

FILED / ENDORSED  
AUG 20 2020  
By E. Brown, Deputy Clerk

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5 Attorneys for Plaintiff LAVONDA SANDERSON  
On behalf of herself, all similarly aggrieved current and former  
6 Employees of Defendant and the State of California

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SACRAMENTO

LAVONDA SANDERSON, an individual on  
behalf of herself and all similarly aggrieved  
current and former employees of Defendant and  
the State of California

Plaintiff,

v.

SCOTT SHAW ENTERPRISES, INC., dba  
HOME INSTEAD SENIOR CARE, a California  
corporation; and DOES 1-10,

Defendants.

Case No. 34-2019-00253039

**[PROPOSED] ORDER GRANTING  
APPROVAL OF PAGA SETTLEMENT  
AND JUDGMENT**

Complaint Filed: March 23, 2019  
FAC Filed: May 23, 2019

Date: August 20, 2020  
Time: 1:30 p.m.  
Dept.: 53

Plaintiff LaVonda Sanderson's ("Plaintiff") Motion for Approval of PAGA  
Settlement was heard by the Court on August 20, 2020. The Court having reviewed the Motion for  
Approval of PAGA Settlement, the Private Attorneys General Act Claims Settlement Agreement  
and Release ("Settlement Agreement") attached as Exhibit "A" to the Declaration of Gary R.



1 Basham filed with Plaintiff's Motion, the papers, the arguments of counsel, and all other evidence  
2 and matters presented, and good cause appearing:

3 **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that the Plaintiff's  
4 Motion for Approval of PAGA Settlement is **GRANTED**, subject to the following findings and  
5 orders:

6 1. All terms used herein shall have the same meaning as defined in the Settlement  
7 Agreement.

8 2. The Court hereby approves the terms set forth in the Settlement Agreement for  
9 settlement of PAGA claims in accordance with Labor Code section 2699(1)(2), and finds that the  
10 Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the  
11 PAGA settlement according to the terms set forth in the Settlement Agreement.

12 3. The Settlement Agreement is not an admission by Defendants or by any other  
13 Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing  
14 by Defendants or any of other Released Parties. Neither this Order, the Settlement Agreement, nor  
15 any document referred to herein, nor any action taken to carry out the Settlement Agreement, may  
16 be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession,  
17 or liability whatsoever by or against Defendants or any of the Released Parties.

18 4. Pursuant to the Settlement Agreement, Defendant shall pay the PAGA Settlement  
19 Members the PAGA Settlement Awards totaling \$7,689.50.

20 5. Pursuant to the Settlement Agreement, Defendant shall pay the LWDA the LWDA  
21 Payment in the amount of \$23,068.50.

22 6. Pursuant to the Settlement Agreement, Defendant shall pay Plaintiff's Counsel for  
23 Plaintiff's Counsel's reasonable Attorneys' Fees in the amount of \$16,666.00 and Costs in the  
24 amount of \$2,576, for a total of \$19,242.00.

25 7. The Court further orders, adjudges and decrees that Plaintiff and the PAGA  
26 Settlement Members have released and forever discharged the Released Parties from and regarding  
27 the Released Claims for the Covered Period.

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8. This Final Judgment is entered pursuant to the Settlement Agreement and is intended to Effectuate the settlement more fully described in the Settlement Agreement; and

9. The Court maintains jurisdiction to adjudicate any matters related to this Order and Judgment and the Agreement.

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

The Clerk of the Court is hereby ordered to enter this Judgment.

DATED: AUG 20 2020

By: DAVID I. BROWN  
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 I, the undersigned declare:

3 I am employed in the County of Sacramento, State of California. I am over the  
4 age of eighteen years and not a party to the within action; my business address is 8801 Folsom  
5 Blvd., Suite 280, Sacramento, California 95826.

6 On July 1, 2020, I caused the following to be served:

7 **[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND**  
8 **JUDGMENT**

9 \_\_\_\_\_ by placing a true copy thereof enclosed in a sealed envelope with postage  
10 thereon fully prepaid for deposit in the United States Post Office mail box, at  
11 my business address shown above, following Basham Law Group's ordinary  
business practices for the collection and processing of mail, of which I am  
readily familiar, and addressed as set forth below.

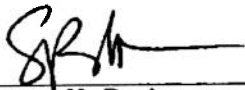
12 \_\_\_\_\_ By depositing a true copy thereof enclosed in a sealed envelope with delivery  
13 fees thereon fully prepaid in a box or other facility regularly maintained by  
14 FedEx or delivering to an authorized courier or driver authorized by FedEx to  
receive documents on the same date that it is placed at Basham Law Group for  
collection, addressed as set forth below.

15 \_\_\_\_\_ By sending a copy by facsimile to the person(s) at the address(s) and facsimile  
number(s) set forth below.

16  X  by email to the person(s) at the email address(s) set forth below.

17 Elizabeth Murphy ([Elizabeth.Murphy@jacksonlewis.com](mailto:Elizabeth.Murphy@jacksonlewis.com))  
18 Eve Tilley-Coulson ([Eve.Tilley-Coulson@jacksonlewis.com](mailto:Eve.Tilley-Coulson@jacksonlewis.com))  
19 JACKSON LEWIS PC  
725 South Figueroa Street, Suite 2500  
20 Los Angeles, CA 90017-5408

21 I declare under penalty of perjury under the laws of the State of California that the  
22 foregoing is true and correct, and that this declaration was executed on July 1, 2020, at  
23 Sacramento, California.

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\_\_\_\_\_  
Susan K. Basham