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Attorneys for Plaintiff JEANNIE LEFEVRE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JEANNIE LEFEVRE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AG ARCADIA, LLC, a California limited
liability company DBA HUNTINGTON DRIVE
HEALTH AND REHABILITATION CENTER;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 20STCV05550

*[Assigned for All Purposes to the Hon.
Michael L. Stern, Dept. 62]*

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

Action Filed: April 20, 2020

Trial Date: None Set

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff Jeannie Lefevre (“Plaintiff”) and Defendant AG Arcadia, LLC, dba Huntington
3 Drive Health and Rehabilitation Center (“Defendant”) (Plaintiff and Defendant are collectively
4 referred to as the “Parties”), by and through their respective attorneys of record, respectfully
5 submit the following Joint Stipulation Requesting Entry of the [Amended Proposed] Order and
6 Judgment Granting Plaintiff’s Motion for Settlement Approval of Claims Brought Under the
7 Private Attorneys General Act and Reasonable Attorneys’ Fees, Costs, and Enhancement Award:

8 WHEREAS, on February 3, 2021, Plaintiff filed her Motion for Settlement Approval of
9 Claims Brought Under the Private Attorneys General Act and Reasonable Attorneys’ Fees, Costs,
10 and Enhancement Award;

11 WHEREAS, on March 2, 2021, the Court granted Plaintiff’s Motion for Settlement
12 Approval and entered an Order and Judgment Granting Plaintiff’s Motion for Settlement
13 Approval of Claims Brought Under the Private Attorneys General Act and Reasonable Attorneys’
14 Fees, Costs, and Enhancement Award;

15 WHEREAS, after the Court granted approval of Plaintiff’s Motion for Settlement
16 Approval, the settlement administrator received the aggrieved employees’ data from Defendant
17 and on April 9, 2021, notified the Parties that the Reduction in Close Period in Section III.3 of
18 the Settlement had been triggered.

19 WHEREAS, the Reduction in Close Period in Section III.3 of the Settlement provides
20 that:

21 **Reduction in Close Period.** There are an estimated 3,500 pay periods worked by
22 the Aggrieved Employees during the PAGA Period of February 13, 2019 through
23 the date the Court grants approval of this settlement. Defendant agrees to the
24 effective period covered by the release herein. If the number of pay periods worked
25 by aggrieved employees during the PAGA Period is more than 15% greater than
26 this figure (*i.e.* greater than 4,025 pay periods), the Parties agree that the close date
27 of the PAGA Period and PAGA Release Period shall be the date on which the
28 number of pay periods is 4,025 instead of the date on which the Court grants
approval.

1 WHEREAS, pursuant to the Reduction in Close Period in Section III.3 of the Settlement,
2 the close date of the PAGA Period and PAGA Release Period should be February 28, 2020;

3 NOW, THEREFORE, the Parties stipulate and respectfully jointly request that the Court
4 enter the [Proposed] Amended Order and Judgment Granting Plaintiff's Motion for Settlement
5 Approval in the form attached hereto as **Exhibit A** reflecting the amended PAGA Period and
6 PAGA Release Period closing on February 28, 2020.

7
8 **IT IS SO STIPULATED.**

9 Dated: May 14, 2021

LIDMAN LAW, APC

10
11 By:


Elizabeth Nguyen
Attorneys for Plaintiff
JEANNIE LEFEVRE

12
13
14 Dated: April 14, 2021

LEVINSON ARSHONSKY & KURTZ, LLP

15
16
17 By:

DocuSigned by:

5649F86D37FA454...
James S. Cooper
Attorneys for Defendant
AG ARCADIA, LLC, DBA HUNTINGTON
DRIVE HEALTH AND REHABILITATION
CENTER

EXHIBIT A

EXHIBIT A

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 JEANNIE LEFEVRE, as an individual and on
11 behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 AG ARCADIA, LLC, a California limited
15 liability company DBA HUNTINGTON
16 DRIVE HEALTH AND REHABILITATION
17 CENTER; and DOES 1 through 100,
18 inclusive,

19 Defendants.

Case No.: 20STCV05550

*[Assigned for all purpose to the Hon. Michael L. Stern,
Dept. 62]*

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

Dept.: 62

Action Filed: April 20, 2020

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on March 2, 2021, at 8:30 a.m. On
2 March 2, 2021, the Court entered an Order and Judgment Granting Plaintiff's Motion for Settlement
3 Approval of Claims Brought under the Private Attorneys General Act and Reasonable Attorneys' Fees,
4 Costs, and Enhancement Award.

5 After the Court granted approval, the settlement administrator received the aggrieved employees'
6 data from Defendant and notified the Parties that the Reduction in Close Period in Section III.3 of the
7 Settlement Agreement ("Settlement") had been triggered.

8 As such, pursuant to the terms of the Settlement, the close date of the PAGA Period and PAGA
9 Release Period shall be February 28, 2020 and this Amended Order and Judgment Granting Plaintiff's
10 Motion for Settlement Approval has been amended to reflect the amended definitions based on the
11 February 28, 2020 cut-off date.

12 Good cause appearing therefor, the Court hereby granted Plaintiff's Motion for Settlement
13 Approval of Claims Brought under the Private Attorneys General Act and Reasonable Attorneys' Fees,
14 Costs, and Enhancement Award and Amends its prior Order entered on March 2, 2021 as follows:

15 1. The "Aggrieved Employees" shall be defined as:

16 All current and former hourly, non-exempt employees of Defendant AG Arcadia, LLC,
17 dba Huntington Drive Health and Rehabilitation Center who worked in California at any
time from February 13, 2019 through February 28, 2020.

18 2. The "PAGA Period" means the time period from February 13, 2019 through February 28,
19 2020.

20 3. Other than the foregoing changes, the terms of the Order and Judgment Granting Plaintiff's
21 Motion for Settlement Approval of Claims Brought Under the Private Attorneys General Act and
22 Reasonable Attorneys' Fees, Costs, and Enhancement Award entered on March 2, 2021, a copy of which
23 is attached hereto as **Exhibit 1**, shall remain in effect.

24 **IT IS SO ORDERED.**

25 Dated: _____, 2021

26 By: _____
27 Honorable Michael L. Stern
28 Judge of the Superior Court

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW, APC
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Attorneys for Plaintiff JEANNIE LEFEVRE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JEANNIE LEFEVRE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AG ARCADIA, LLC, a California limited
liability company DBA HUNTINGTON
DRIVE HEALTH AND REHABILITATION
CENTER; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20STCV05550

*[Assigned for all purpose to the Hon. Michael L. Stern,
Dept. 62]*

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

Reservation ID: 712266163113

Date: March 2, 2021
Time: 8:30 a.m.
Dept.: 62

*[Filed concurrently with:
Notice of Motion and Motion for Settlement Approval
of Claims Brought Under the Private Attorneys
General Act and Reasonable Attorneys' Fees, Costs,
And Enhancement Award;
Declaration of Elizabeth Nguyen;
Declaration of Scott M. Lidman;
Declaration Milan Moore;
Declaration of Paul K. Haines;
Declaration of Plaintiff Jeannie Lefevre;
Declaration of Jodey Lawrence of Phoenix Class
Action Administration Solutions; and
Proof of Service]*

Action Filed: April 20, 2020
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

MAR -2 2021

Sherri R. Carter, Executive Officer/Clerk
By M. Alaniz, Deputy
M. Alaniz

1 **HAINES LAW GROUP, APC**

2 Paul K. Haines (SBN 248226)

3 phaines@haineslawgroup.com

4 2155 Campus Drive, Suite 180

5 El Segundo, California 90245

6 Tel: (424) 292-2350

7 Fax: (424) 292-2355

8 Attorneys for Plaintiff JEANNIE LEFEVRE

1 This matter came on regularly for hearing before this Court on March 2, 2021, at 8:30 a.m. Having
2 considered the parties' Settlement Agreement ("Settlement"), the documents and evidence presented in
3 support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of
4 further prosecution, the substantial benefits to be received by the State of California and the Aggrieved
5 Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the settlement obtained
6 as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final
7 ruling that the settlement is approved pursuant to Labor Code § 2699(I). Good cause appearing therefor,
8 the Court hereby GRANTS Plaintiff's Motion for Settlement Approval of Claims Brought under the
9 Private Attorneys General Act and Reasonable Attorneys' Fees, Costs, and Enhancement Award and
10 ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as:

12 All current and former hourly, non-exempt employees of Defendant AG Arcadia, LLC,
13 dba Huntington Drive Health and Rehabilitation Center who worked in California at any
14 time from February 13, 2019 through date the Court grants approval of the settlement.

15 2. The "PAGA Period" means the time period from February 13, 2019 through the date the
16 Court grants approval of the settlement.

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

19 4. The Court orders that AG Arcadia, LLC, dba Huntington Drive Health and Rehabilitation
20 Center ("AG Arcadia" or "Defendant") shall deposit the Gross Settlement Amount of Two Hundred
21 Twenty-Five Thousand Dollars and No Cents (\$225,000.00) to the Settlement Administrator within thirty
22 (30) calendar of Court approval of the settlement. Defendant represents that there are an estimated 3,500
23 pay periods worked by the aggrieved employees during the PAGA Period. Pursuant to the Reduction in
24 Close Period in Section III.3 of the Settlement, if the number of pay periods worked by aggrieved
25 employees during the PAGA Period is more than 15% greater than this figure (i.e., 4,025 or more pay
26 periods), the Parties agree that the close date of the PAGA Period and PAGA Release Period shall be the
27 date on which the number of pay periods is 4,025 instead of the date on which the Court grants approval.

28 5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and
Release of Claims attached to the Settlement as **Exhibit A**.

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

3 7. Within twenty (20) business days after the date this Order is signed by the Court,
4 Defendant shall provide the Settlement Administrator with information for Aggrieved Employees.
5 Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a
6 computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved
7 Employee's full name, last known mailing address, last known telephone number, start date(s) of
8 employment, end date(s) of employment, total pay periods worked, and Social Security numbers. The
9 list shall also include the sum total of all pay periods worked by Aggrieved Employees during the PAGA
10 Period.

11 8. Within seven (7) business days of receiving the Aggrieved Employees' information from
12 Defendant, the Settlement Administrator will circulate to counsel for all Parties an anonymized
13 spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data
14 used to calculate said payments. The Settlement Administrator shall also determine whether the
15 Reduction in Close Period in Section III.3 of the Settlement has been triggered. The Settlement
16 Administrator shall obtain approval from all counsel for all Parties of the calculations before mailing
17 Individual Settlement Payments. Within two (2) business days of receiving approval from counsel of the
18 payment calculations, Phoenix Settlement Administrators is directed to mail the Individual Settlement
19 Payments and the Notice of Settlement to the Aggrieved Employees. A true and correct copy of the
20 proposed Notice agreed upon by the Parties to be mailed to the Aggrieved Employees is attached hereto
21 as **Exhibit A**.

22 9. The Court finds that attorneys' fees in the total amount of \$75,000.00 for Haines Law
23 Group, APC and Lidman Law, APC (collectively, "Plaintiff's Counsel"), and reimbursement of litigation
24 costs of \$17,397.41 to Plaintiff's Counsel are fair, reasonable, and adequate, and orders that the
25 Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the
26 Settlement. Within two (2) business days of receiving approval from counsel of the payment calculations
27 as provided for in Paragraph 8 above, Phoenix Settlement Administrators is directed to distribute to
28 Plaintiff's counsel the Court-approved attorneys' fees and costs.

1 10. The Court orders that the Settlement Administrator shall be paid \$2,500.00 from the Gross
2 Settlement Amount for all of its work done and to be done until the completion of this matter and finds
3 that sum appropriate.

4 11. The Court finds that enhancement award of \$5,000.00 to Plaintiff Jeannie Lefevre, is fair
5 and reasonable in recognition of the unique contributions she has made, the risks she undertook on behalf
6 of the Aggrieved Employees and the State of California, and her agreement to a general release and 1542
7 waiver and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for
8 in the Settlement Agreement. Within two (2) business days of receiving approval from counsel of the
9 payment calculations as provided for in Paragraph 8 above, Phoenix Settlement Administrators is directed
10 to distribute to Plaintiff the Court-approved enhancement award.

11 12. The Court finds that the amount from the Gross Settlement Amount remaining after
12 deductions for: (i) Plaintiff's Counsel's attorneys' fees and costs, (ii) enhancement award to Plaintiff;
13 and (iii) Settlement Administrator fees ("Net Settlement Amount") shall be distributed as follows: 75%
14 (or \$93,826.94) shall to be paid to the California Labor and Workforce Development Agency ("LWDA")
15 and 25% (or \$31,275.65) shall be distributed to the Aggrieved Employees pro rata based on the
16 proportional number of pay periods worked by each Aggrieved Employee during the PAGA Period, as
17 provided for in the Settlement. The Court finds that these amounts and the distribution formula as set
18 forth in the Settlement is fair, adequate, and reasonable, and orders that payment be made to the LWDA
19 and Aggrieved Employees in accordance with the terms of the Settlement.

20 13. The Court hereby approves the limited scope of the release as set forth in the Settlement.
21 Specifically, following entry of this Order and Final Judgment, in her capacity as a Private Attorney
22 General or "aggrieved employee" acting on behalf of herself, the State of California and all Aggrieved
23 Employees, Plaintiff hereby releases Defendant and its former, present and future owners, parents,
24 subsidiaries, and all of their current, former and future officers, directors, members, managers,
25 employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants,
26 insurers, or legal representatives ("Released Parties"), from any and claims, rights, demands, liabilities
27 and causes of action for civil penalties under the Sixth Cause of Action for violations of the Labor Code
28 Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.* pled in the First Amended

1 Complaint in the Action, or civil penalties under the Sixth Cause of Action for PAGA that could be
2 brought based on the factual allegations in First Amended Complaint in the Action, that arose during the
3 PAGA Period, including any related claims for attorneys' fees, costs, or interest resulting therefrom
4 (hereinafter, "PAGA Released Claims"). The Released Claims herein does not release the Released
5 Parties from any underlying Labor Code violations upon which the Sixth Cause of Action for PAGA is
6 based.

7 14. Pursuant to the Settlement, and in consideration for her enhancement award, Plaintiff
8 Jeannie Lefevre personally agrees to release, in addition to the PAGA Released Claims, all claims,
9 whether known or unknown, under federal law or state law, to the fullest extent permitted by law, against
10 the Released Parties. Plaintiff understands that she is not, by way of this release, releasing any workers'
11 compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding
12 the foregoing, Plaintiff further understands that this release includes unknown claims and that she is, as
13 a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which
14 provides:

15 **A general release does not extend to claims that the creditor or**
16 **releasing party does not know or suspect to exist in his or her favor at**
17 **the time of executing the release and that, if known by him or her,**
18 **would have materially affected his or her settlement with the**
19 **debtor or released party.**

20 15. The releases identified herein shall be null and void should the Settlement not be fully
21 funded.

22 16. Upon entry of this Final Order and Judgment, the Court permanently enjoins and forever
23 bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action against the
24 Released Persons which was resolved as part of the Settlement. Without affecting the finality of this
25 Final Order and Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement.

26 //

27 //

28 //

1 17. Plaintiff shall file a declaration confirming the final distribution of funds on or before
2 November 10, 2021. *The case is dismissed without prejudice.*

3 **IT IS SO ORDERED.**

4 Dated: March 2, 2021

5 By:


6 Honorable Michael L. Stern
7 Judge of the Superior Court
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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On May 14, 2021, I served the document(s) described as:
JOINT STIPULATION REQUESTING ENTRY OF [PROPOSED] AMENDED ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR SETTLEMENT APPROVAL OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT AND REASONABLE ATTORNEYS' FEES, COSTS, AND ENHANCEMENT AWARD on the interested party(ies) in this action as follows:

LEVINSON ARSHONSKY & KURTZ, LLP

James S. Cooper, Esq.
Email: jcooper@laklawyers.com
Jennifer Raphael Komsky, Esq.
Email: jkomsky@laklawyers.com
15303 Ventura Blvd., Suite 1650
Sherman Oaks, CA 91403
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Facsimile: (818) 382-3433

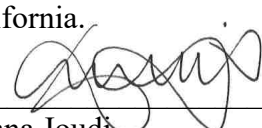
Attorneys for Defendant AG ARCADIA, LLC, dba HUNTINGTON DRIVE HEALTH AND REHABILITATION CENTER

☐ (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

☒ (BY ELECTRONIC SERVICE) I caused the above document(s) to be electronically served on the interested parties identified above by using First Legal LLC, and electronically served the listed document(s) upon the attorney(s) of record for each party in the case at the email address(es) registered for such service through First Legal Online Court Services.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 14, 2021, at El Segundo, California.



Dana Joudi