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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

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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(l). 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
time from February 13, 2019 through date the Court grants approval of the settlement.

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

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

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

27 5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and
28 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.

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1 17. Plaintiff shall file a declaration confirming the final distribution of funds on or before
2 November 10, 2021.

3 **IT IS SO ORDERED.**

4
5 Dated: _____,2021

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