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8 Attorneys for Plaintiff Leonard Pascua, on behalf of himself and all "aggrieved employees"
9 pursuant to Labor Code § 2698 *et seq.*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 LEONARD PASCUA, on behalf of
13 himself and all "aggrieved employees"
14 pursuant to Labor Code § 2698 *et seq.*,

15 Plaintiff,

16 v.

17 LEGEND HOME HEALTH, INC., a
18 California corporation, and DOES 1
19 through 10, inclusive,

20 Defendants.

CASE NO: 20TRCV00439

*Assigned for all purposes to the Hon. Gary Y.
Tanaka, Dept. B*

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS,
AND DISMISSING ACTION WITH
PREJUDICE**

Complaint Filed: June 24, 2020

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STIPULATION

IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. On April 10, 2020, Plaintiff Leonard Pascua ("Plaintiff") complied with the requirements set forth in Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, "PAGA") by sending a letter, by online submission to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant Legend Home Health, Inc. ("Defendant") (hereinafter Plaintiff and Defendant are collectively referred to as the "Parties"), setting forth the facts and theories of the violations alleged against Defendant. (Declaration of Daniel F. Gaines ["Gaines Decl."] at ¶ 6; Exhibit "A" to Gaines Decl.).

2. Plaintiff filed his Representative Action Complaint on June 24, 2020 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558, 1194, and 2802 ("the Action"). (Gaines Decl. at ¶ 7).

3. The Parties engaged in informal discovery, which provided Plaintiff's counsel sufficient information to ascertain the size of the aggrieved employee group, the number of affected pay periods at issue among them, and the strength of Plaintiff's claims. (Gaines Decl. at ¶ 8).

4. Being fully apprised of the value and strength of Plaintiff's claims, the Parties participated in a mediation with the Lisa Klerman, Esq. on October 8, 2021 in an attempt to resolve the claims asserted in the Action. (Gaines Decl. at ¶ 9).

5. The Parties engaged in arm's-length negotiations and reached a resolution of the PAGA claims asserted in the Action following a mediator's proposal by Mrs. Klerman. Based on the information and documents obtained through informal discovery and during mediation, Plaintiff assessed the maximum value of the PAGA claims (without stacking) to be approximately \$126,000 (at the rate of a \$100 penalty for 1,260 pay periods at issue for no more than 200 aggrieved employees during the applicable time frame). (Gaines Decl. at ¶ 10).

6. Defendant adamantly denies any liability or wrongdoing of any kind whatsoever associated with the Action, and further denies that, for any purpose other than settling the Action, the Action is appropriate for representative treatment. The payment of consideration or any other

obligation are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Defendant, or any other person or business entity.

7. The amount of the settlement is \$138,000, which represents a recovery of the maximum recoverable discretionary penalties and includes an apportionment of attorneys' fees and costs and a general release payment to Plaintiff Pascua. (Gaines Decl. at ¶ 11).

8. The settlement amount represents a fair compromise of the claims. (Gaines Decl. at ¶ 12).

9. Based on their extensive experience litigating over 100 representative actions, counsel for Plaintiff believes the settlement here is fair and reasonable and warrants approval by the Court. (Gaines Decl. at ¶¶ 2-5; Exhibit "B" to Gaines Decl.).

10. The Parties request that the Court enter the accompanying order, approving their settlement (attached to the Gaines Declaration as Exhibit "C"), as permitted by Labor Code § 2699(I), and dismissing this Action with prejudice. (Gaines Decl. at ¶ 13).

IT IS SO STIPULATED.

Dated: January 28, 2022

For Plaintiff:

For Defendant:

GAINES & GAINES, APLC

LANDEGGER VERANO & DAVIS, ALC

By: *Daniel F. Gaines*
DANIEL F. GAINES

By: 
EVELYN ZARRAGA

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2 **ORDER**

3 The Court, having reviewed the Parties' Private Attorneys General Act (Labor Code § 2698
4 *et. seq.*) Settlement Agreement (the "Settlement" or "Settlement Agreement") attached as Exhibit
5 "C" to the concurrently-filed Declaration of Daniel F. Gaines, together with the Stipulation of the
6 Parties and the Declaration of Daniel F. Gaines and exhibits attached thereto, hereby ORDERS:

7 1. The Court finds the instant Action presents a good faith dispute of the claims
8 alleged.

9 2. The Court finds the Settlement was entered into in good faith, that the settlement is
10 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
11 requirements for approval of PAGA representative actions under California law.

12 3. The Court finds in favor of settlement approval, and therefore approves the
13 Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the
14 releases and other terms, as fair, just, reasonable, and adequate.

15 4. The Court approves the penalties to be paid to the aggrieved employees and the State
16 of California as set forth in the Settlement, pursuant to Labor Code § 2699(l). The Court further
17 approves all payments to be made to Plaintiff's counsel and Plaintiff Pascua based on the terms of
18 the Settlement.

19 5. The Court finds further that upon Defendant's full payment of the Gross Settlement
20 Amount (as defined in the Settlement Agreement), Plaintiff, acting as agent and proxy of
21 California's labor law enforcement agency, the Labor and Workforce Development Agency, and
22 by operation of this Order, hereby releases and forever discharges Defendant and the Released
23 Parties (as defined in the Settlement Agreement) from any and all PAGA Released Claims (as
24 defined in the Settlement Agreement) on behalf of himself, the Aggrieved Employees, and the State
25 of California.

26 6. The Court finds further that the foregoing release shall be binding on Plaintiff and
27 the State of California, and shall bar any claim under PAGA brought by any person, including the
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1 Aggrieved Employees, on behalf of the State of California, as to the PAGA Released Claims and
2 Released Parties.

3 7. This Action is hereby DISMISSED WITH PREJUDICE as to all parties and all causes
4 of action.

5 8. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
6 based on the provisions and timelines set forth in the Settlement Agreement.

7 9. This Court shall retain jurisdiction with respect to all matters related to the
8 administration and consummation of the Settlement, including but not limited to all matters related
9 to the settlement and the determination of all controversies relating thereto.

10 **IT IS SO ORDERED.**

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12 Dated: _____

13 JUDGE OF THE SUPERIOR COURT
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1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to
3 the within action. My business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301.

4 _____ (For messenger) my business address is:

5 On January 31, 2022, I served the foregoing document described as **STIPULATION AND [PROPOSED]**
6 **ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS, AND**
7 **DISMISSING ACTION WITH PREJUDICE** on the interested parties in this action by placing a true copy thereof
8 enclosed in sealed envelopes addressed as follows:

9 **Alfred J. Landegger, Esq.**
10 **Landegger Verano & Davis, A Law Corporation**
11 **15760 Ventura Blvd., Suite 1200**
12 **Encino, CA 91436**

13 On the above date:

14 X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
15 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing
16 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of
17 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
18 meter date is more that one day after date of deposit for mailing in affidavit.

19 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
20 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized
21 carrier or driver authorized by the express carrier to receive documents.

22 _____ (BY FACSIMILE TRANSMISSION) On January 31, 2022, at _____ a.m./p.m., at Calabasas, California, I
23 served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008
24 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the
25 telephone number(s) of the receiving facsimile machine was () - . A transmission report was properly
26 issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of
27 the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

28 _____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-
delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

_____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
transmission via email on the counsel of record listed above.

 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce
Development Agency via online process at the PAGA Filing website in accordance with the procedure
imposed by the LWDA.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 31, 2022, at Calabasas, California.

27 
28 JEREMY REYES