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Attorneys for Plaintiff
CHANTEL MARIN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CHANTEL MARIN, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

COMMUNITY CONVALESCENT
CENTER OF MONTCLAIR, INC. dba
COMMUNITY EXTENDED CARE OF
MONTCLAIR, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVDS2015732

*Assigned for All Purposes to: Hon. David
Cohn, Dept. S-26*

**NOTICE OF ENTRY OF JUDGMENT AND
FINAL ORDER**

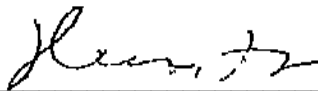
Complaint Filed: August 4, 2020
Trial Date: None Set

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

2 PLEASE TAKE NOTICE that on March 16, 2022, the Honorable David Cohn, in
3 Department S-26 in the above-entitled Court, located 247 West Third Street, San Bernardino,
4 California 92415, executed the Proposed Order Granting Plaintiff's Motion for Order Approving
5 Settlement Pursuant to California Labor Code § 2699 Private Attorneys General Act and Entering
6 Judgment. Attached hereto as **Exhibit A** is a true and correct copy of the Order which was
7 executed and filed on March 16, 2022.

8
9 Dated: March 18, 2022

PROTECTION LAW GROUP, LLP

10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 Priscilla Gamino
14 *Attorneys for Plaintiff*
CHANTEL MARIN

Exhibit A

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 16 2022

BY


JESSICA MORALES, DEPUTY

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11 Attorneys for Plaintiff
12 CHANTEL MARIN

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE COUNTY OF SAN BERNARDINO

15 CHANTEL MARIN, and as an aggrieved
16 employee and Private Attorney General,

17 Plaintiff,

18 vs.

19 COMMUNITY CONVALESCENT
20 CENTER OF MONTCLAIR, INC. dba
21 COMMUNITY EXTENDED CARE OF
22 MONTCLAIR, a California corporation; and
23 DOES 1 through 50, inclusive,

24 Defendants.

Case No.: CIVDS2015732

Assigned for All Purposes to: Hon. David
Cohn, Dept. S-26

**[PROPOSED] ORDER APPROVING
SETTLEMENT PURSUANT TO
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT AND
ENTERING JUDGMENT**

Hearing Date: March 16, 2022
Hearing Time: 10:00 a.m.
Dept: S-26

Complaint Filed: August 4, 2020
Trial Date: Not set

1 Having reviewed and considered Plaintiff Chantel Marin's ("Plaintiff") Motion for Order
2 Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and
3 Entering Judgment, and good cause appearing for the same, it is hereby **ORDERED,**
4 **ADJUDGED, and DECREED:**

5 1. The Court hereby approves the Joint Stipulation of PAGA Settlement attached as
6 Exhibit 2 to the Declaration of Heather Davis ("Settlement Agreement" or "Settlement") as a fair,
7 reasonable, and adequate resolution of the PAGA claims alleged in the Action.

8 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly
9 set forth. Final judgment is hereby entered in conformity with the Settlement. All terms used
10 herein shall have the same meaning as defined in the Settlement Agreement.

11 3. This Court has jurisdiction over the subject matter of this Action, and over all
12 Parties to this Action, including Plaintiff Chantel Marin, the State of California, and all PAGA
13 Members.

14 4. The Court designates ILYM Group, Inc. ("ILYM") as the third-party Settlement
15 Administrator for mailing the PAGA Members' cover letters, distribution of the Gross Settlement
16 Amount, and other duties set forth in the Settlement.

17 5. Within fourteen (14) calendar days after entry of this Order and Judgment,
18 Defendant Community Convalescent Center of Montclair, Inc. dba Community Extended Care of
19 Montclair ("Defendant") will provide ILYM the Aggrieved Employee List as defined in the
20 Settlement Agreement.

21 6. Within forty-five (45) calendar days of the Effective Date, Defendant will deposit
22 the Gross Settlement Amount of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00)
23 into the Qualified Settlement Fund ("QSF") to be established by ILYM.

24 7. Within fourteen (14) calendar days of receipt of the Gross Settlement Amount
25 from Defendant, ILYM shall distribute the Gross Settlement Amount as provided in the
26 Settlement Agreement and set forth below:

- 27 a. One Hundred Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and
28 Thirty-Three Cents (\$158,333.33) to Plaintiff's Counsel for attorneys' fees

1 ("Plaintiff's Counsel Fees Payment"), which is thirty-three and one-third
2 percent (33 1/3%) of the Gross Settlement Amount, and attorneys' costs
3 ("Plaintiff's Counsel Litigation Costs Payment") in the amount of Eleven
4 Thousand Nine Hundred Forty-Four Dollars and Forty-Three Cents
5 (\$11,944.43), from the Gross Settlement Amount as final payment for and
6 complete satisfaction of any and all attorneys' fees and costs incurred by and/or
7 owed to Plaintiff's Counsel related to the Action;

8 b. Seven Thousand Five Hundred Dollars (\$7,500.00) to named Plaintiff Chantel
9 Marin ("Plaintiff's Representative Payment") from the Gross Settlement
10 Amount, to compensate her for her services in prosecuting the Action and
11 performing work in support of the Action;

12 c. Four Thousand Nine Hundred Ninety Dollars (\$4,990.00) to the Settlement
13 Administrator, ILYM Group, Inc., ("Settlement Administrator Payment")
14 from the Gross Settlement Amount for administration expenses incurred by the
15 Settlement Administrator; and

16 d. The Net Settlement Amount ^(#292,292.24) remaining after the deducting of the Plaintiff's
17 Counsel Fees Payment, Plaintiff's Counsel Litigation Costs Payment,
18 Plaintiff's Representative Payment, and Settlement Administrator Payment
19 ~~(\$182,767.76)~~, shall be distributed to the California Labor and Workforce
20 Development Agency ("LWDA") and PAGA Members. 75% of the Net
21 Settlement Amount ^{219,119.18} (\$219,174.18) shall be distributed to the LWDA ("LWDA
22 Payment"). 25% of the Net Settlement Amount ^{73,073.06} ~~(\$73,058.06)~~ shall be
23 distributed to the PAGA Members on a *pro rata* basis based on the number of
24 Pay Periods worked by each PAGA Member ("PAGA Payment"). ILYM shall
25 mail each PAGA Member their PAGA Payment Share check along with the
26 Notice attached to the Settlement as Exhibit A.

27 8. All checks to the PAGA Members shall remain valid and negotiable for 180 days
28 from the date of their issuance to the PAGA Members. If any checks are not cashed within 180

1 days of mailing, those funds shall be transmitted to the Controller of the State of California to be
2 held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500, *et seq.*
3 in the names of those PAGA Members who did not cash their checks until such time they claim
4 their property.

5 9. Upon the funding of the Gross Settlement Amount by Defendant to the Settlement
6 Administrator, PAGA Members and the LWDA will fully and finally release and discharge
7 Defendant from any and all claims for the recovery for civil penalties, attorneys' fees and costs
8 permissible under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to
9 have against the Released Parties arising out of the violations alleged in the Action, including
10 nonpayment of straight and overtime wages (including any work off the clock), failure to pay
11 employees all minimum wages and overtime wages owed including by failing to pay all overtime
12 and double time at the correct regular rate of pay, failure to provide compliant meal and rest
13 breaks, failure to pay employees all penalty wages owed for short, late, or missed meal and rest
14 periods, failure to pay all wages owed at discharge or resignation (including accrued vacation
15 wages); failure to timely pay wages within the times permissible under Labor Code section 204;
16 failure to provide complete and accurate wage statements; failure to keep complete and accurate
17 payroll records; violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
18 1174(d), 1194, 1197, 1197.1, and 1198. This release shall apply to all such claims arising during
19 the PAGA Period (collectively, the "Released Claims"). This release shall apply to claims arising
20 during the PAGA Period. The Released Claims expressly exclude all claims made by PAGA
21 Members for individual wage claims, vested benefits, wrongful termination, unemployment
22 insurance, disability, social security, workers' compensation, claims while classified as exempt,
23 and claims outside of the PAGA Period.

24 10. Upon the Effective Date, in exchange for the consideration set forth in the
25 Settlement Agreement, Plaintiff Chantel Marin agrees, on behalf of herself only, shall release all
26 claims related to her employment or alleged employment with the Defendant or the Released
27 Parties including all claims alleged in the Action, and all claims known and unknown, without
28 exception, except as may be prohibited by law. Plaintiff further waives the provisions of

1 California Civil Code § 1542. This release by Plaintiff is not intended to release any claims that
2 cannot be waived or released as a matter of law, including specifically, without limitation, any
3 claim for unemployment insurance, disability, social security, and workers' compensation.

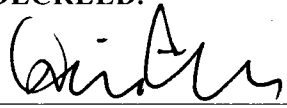
4 11. The Court finds that Plaintiff gave notice to the California Labor Workforce and
5 Development Agency ("LWDA") and to Defendant of her intention to pursue claims for civil
6 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
7 LWDA did not give notice that it intended to investigate these claims within sixty-five (65) days
8 of receiving Plaintiff's notice, and that Plaintiff is therefore authorized to pursue these claims on
9 behalf of the LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement
10 of those claims under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2),
11 and that the LWDA has not expressed any objection to the proposed settlement. Accordingly, this
12 Judgment also bars the LWDA, or any other agency of the State of California, or any person
13 acting on its behalf, from collecting any penalties due to any of them, or any unpaid wages due to
14 PAGA Class Members, to the extent those penalties or unpaid wages arise out of the PAGA
15 Released Claims or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-
16 86 (2009).

17 12. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
18 California Labor and Workforce Development Agency within ten (10) calendar days of entry of
19 the Judgment.

20 13. Without affecting the finality of this Order and Judgment, the Court shall retain
21 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the
22 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil
23 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
24 arising with or with respect to the interpretation, enforcement, or implementation of the
25 Settlement Agreement shall be presented to the Court for resolution.

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

27 DATED: 3/16/20

28 
JUDGE OF THE SUPERIOR COURT
DAVID COHN