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 Development Agency on Behalf of All Aggrieved
 Employees of Defendants*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JORGE AGUILAR, Aggrieved Employee of
 Defendants, on Behalf of the State of
 California's Labor and Workforce
 Development Agency for All Aggrieved
 Employees of Defendants,

Plaintiff,

v.

DAKOTA MEDICAL, INC., a California
 Corporation; GLENOAKS
 CONVALESCENT HOSPITAL, a California
 Limited Partnership; and DOES 1-100,
 Inclusive,

Defendants.

Case No. 20STCV30650

**STIPULATION FOR APPROVAL OF
 SETTLEMENT OF PAGA ACTION;
~~[PROPOSED]~~ ORDER AND JUDGMENT**

Assigned for All Purposes to:
 Hon. Elaine Lu, Dept. 26

Action Filed: August 12, 2020
 Trial Date: Not Set

FILED
 Superior Court of California
 County of Los Angeles
07/13/2021

Sherri R. Carter, Executive Officer / Clerk of Court
 By: E. Lopez Deputy

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7 *Attorneys for Defendant DAKOTA MEDICAL,*
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1 This Joint Stipulation for Approval of PAGA Action and Entry of Judgment is submitted
2 by Plaintiff Jorge Aguilar (“Plaintiff”) and Defendant Dakota Medical, Inc. (“Defendant”)
3 (Plaintiff and Defendant shall be referred to collectively as the “Parties”), by and through their
4 respective undersigned counsel of record. The Parties hereby stipulate and agree as follows:

5 **STIPULATION**

6 **I. THE ACTION**

7 WHEREAS, on May 20, 2020, Plaintiff complied with the requirements set forth in Labor
8 Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act of 2004 (hereinafter,
9 “PAGA”) by sending a letter notification, by online submission to the Labor and Workforce
10 Development Agency (“LWDA”) and by certified mail to Defendant, setting forth the facts and
11 theories of the violations alleged against Defendant, and did not receive a response from the
12 LWDA advising of its intent to investigate the matter within the requisite time. (Declaration of
13 Raymond P. Boucher [“Boucher Decl.”] at ¶ 5; Ex. C.)

14 WHEREAS, on July 31, 2020, Plaintiff submitted an amended letter notice to the LWDA
15 in compliance with California Labor Code section 2699.3 to identify an additional entity, Central
16 Convalescent Hospital of Glendale, Inc., as an employer. (Boucher Decl., at ¶ 6; Ex. D.)

17 WHEREAS, on August 12, 2020, Plaintiff filed his Complaint on behalf of the LWDA in
18 the Superior Court of California for the County of Los Angeles, thereby commencing this Action
19 for civil penalties pursuant to Labor Code § 2699(f) for alleged violations of Labor Code §§ 201,
20 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1194, 1198, and 1199 and pursuant to Labor Code §
21 2699(a) for alleged violations of Labor Code §§ 210, 226.3, 256 and 558, for aggrieved employees
22 who worked at Defendant’s facilities in California. (Boucher Decl. at ¶ 7; Ex. E.)

23 WHEREAS, on October 5, 2020, the Parties entered into a stipulation to dismiss without
24 prejudice Defendant Glenoaks Convalescent Hospital following provision by Defendant Glenoaks
25 Convalescent Hospital’s Chief Financial Officer, Ronald Mayer, of a sworn declaration, attesting
26 that Glenoaks Convalescent Hospital’s only relationship with Dakota Medical, Inc. is that of a
27 landlord-tenant, and to its lack of control over Plaintiff or other Dakota Medical, Inc. employees,
28 and the dismissal of this named defendant was entered. (Boucher Decl., at ¶ 8.)

1 WHEREAS, on November 3, 2020, Plaintiff filed a First Amended Complaint to name
2 Central Convalescent Hospital of Glendale, Inc. as a defendant. (Boucher Decl., at ¶ 9; Ex. F.)

3 WHEREAS, on December 8, 2020, Defendants responded to Plaintiff's First Amended
4 Complaint with a Motion to Strike portions thereof, which has not been heard or decided to date.
5 (*Id.* ¶ 10)

6 WHEREAS, on December 21, 2020, the Parties entered into a stipulation to dismiss
7 without prejudice Defendant Central Convalescent Hospital of Glendale, Inc. after Defendant
8 Central Convalescent Hospital of Glendale, Inc.'s registered owner provided Plaintiff with
9 financial and licensing documentation attesting that Central Convalescent Hospital of Glendale,
10 Inc. has ceased operations and exists only in name per certain licensing requirements by the
11 California Department of Health Care Services, and, on January 5, 2021, the Court issued an order
12 dismissing Defendant Central Convalescent Hospital of Glendale, Inc. (*Id.* ¶ 11.)

13 **II. MEDIATION AND REASONABLENESS OF PROPOSED SETTLEMENT**

14 WHEREAS, from the inception of this litigation, Defendant Dakota Medical, Inc. advised
15 it was experiencing financial hardship, which Plaintiff evaluated through submitted documentation
16 from Defendant. (Boucher Decl., ¶ 12.)

17 WHEREAS, on March 1, 2021, in an attempt to resolve the claims asserted in this Action,
18 the Parties participated in an early, private mediation with experienced mediator, Steven Pearl,
19 Esq. (*Id.* ¶ 13.)

20 WHEREAS, in advance of the mediation, Plaintiff conducted informal discovery to
21 ascertain the size of the aggrieved employee group, the number of affected pay periods at issue
22 among them, and the strength of Plaintiff's claims. (*Id.*)

23 WHEREAS, through mediation, the Parties engaged in an arm's-length negotiation and
24 reached a proposed resolution of the PAGA claims asserted in the First Amended Complaint.
25 Based on the information and documents obtained through informal discovery and during
26 mediation – including information and documents provided by Defendant in support of its claim
27 of financial hardship, Plaintiff assessed the realistic maximum value of the PAGA claims to be
28 approximately \$131,250 (at the rate of a \$50 penalty for 2,625 pay periods at issue for

1 approximately 85 aggrieved employees during the applicable time frame, without stacking
2 multiple violations). (Boucher Decl. at ¶ 14).

3 WHEREAS, the amount of the settlement is \$100,000, which represents over 76% of the
4 realistic, maximum recoverable discretionary civil penalties and includes an apportionment for
5 payment of attorneys' fees and costs recoverable under Labor Code section 2699(g)(1), and
6 reasonable general release payment to Plaintiff. (Boucher Decl. at ¶ 15.)

7 WHEREAS, the settlement amount represents a fair compromise of the claims, is fair and
8 reasonable, effectuates the purpose of the PAGA of enforcing California's laws, and warrants
9 approval by the Court. (Boucher Decl. at ¶¶ 4, 16-20; Exs. A and B.)

10 **III. PROPOSED PAGA SETTLEMENT TERMS**

11 WHEREAS, the Parties may obtain court approval of the proposed PAGA settlement by
12 stipulation and proposed order, as Labor Code section 2699(l)(2) does not require the filing of a
13 motion or a court hearing to obtain court approval of a PAGA Settlement, and seeking approval by
14 stipulation and proposed order instead of a motion set for hearing may avoid some delay with
15 obtaining approval of the settlement, particularly given the current impact of the COVID-19
16 pandemic on the Court. (Boucher Decl. at ¶ 21.)

17 WHEREAS, the Settlement provides that Defendant will pay a Total Settlement Payment
18 amount of one Hundred Thousand Dollars (\$100,000) by depositing the Total Settlement Payment
19 with a Settlement Administrator within thirty (30) days after the Effective Date. This amount
20 represents the maximum amount payable in this settlement by Defendant and includes payments
21 of the PAGA Fund, Plaintiff's Service Award, Settlement Administration Costs, and all Attorneys'
22 Fees and Costs, as those terms are defined in the Parties' Joint Stipulation of Settlement and
23 Release of PAGA Action (Settlement or Settlement Agreement"). The Settlement Agreement is
24 attached to the Declaration of Raymond P Boucher as "Exhibit G".

25 WHEREAS, Simpluris, Inc., has been selected by the Parties as the Settlement
26 Administrator and the anticipated cost of settlement administration is not to exceed \$3,000.
27 (Boucher Decl., Ex. G, IV(D), V; Ex. H.)

28 WHEREAS, in recognition of his effort and work in prosecuting this Action for the benefit

1 of the LWDA and Aggrieved Employees, and also for a general release of his claims, including
2 without limitation a release of his potential individual claims, Defendant does not oppose payment
3 from the Total Settlement Payment to Plaintiff a one-time Service Award payment in the
4 maximum amount of \$5,000 pursuant to the terms set forth in the Settlement. (Boucher Decl., Ex.
5 G, IV(C).)

6 WHEREAS, Plaintiff requests and Defendant does not oppose, payment from the Total
7 Settlement Payment of \$33,330 as compensation for the reasonable Attorneys' Fees (one third of
8 the Total Settlement Payment) and reimbursement of \$8,333.11 in reasonable Litigation Expenses
9 incurred in litigating this Action, pursuant to Labor Code Section 2699(g)(1) and pursuant to the
10 terms set forth in the Settlement. (Boucher Decl., Ex. G, IV(B).)

11 WHEREAS, after payment of the requested Attorneys' Fees (\$33,330), reasonable
12 Litigation Expenses (\$8,333.11), Settlement Administration Costs not to exceed \$3,000, and
13 Plaintiff's Service Award (\$5,000), the remaining sum estimated to be \$50,336.89 shall constitute
14 the PAGA Fund, from which the requisite seventy-five percent (75%) will be sent to the LWDA
15 (\$37,752.66) and twenty-five percent (25%) will be allocated among the PAGA Settlement
16 Members (\$12,584.23) based on their proportionate share of the work weeks worked during the
17 PAGA Period), as per the distribution specified in Labor Code section 2699(i) and the terms of the
18 Settlement. (Boucher Decl., Ex. G, IV(E).)

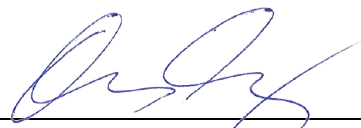
19 WHEREAS, on April 13, 2021, Plaintiff submitted the Settlement Agreement to the
20 LWDA through the State of California, Department of Industrial Relations Website at
21 <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>,
22 pursuant to Labor Code § 2699(l)(2), and received confirmation of receipt. (Boucher Decl. at ¶ 25,
23 Ex. H.)

24 WHEREAS, the Parties request that the Court enter the accompanying order, approving
25 the PAGA Settlement (attached to the Boucher Declaration as Exhibit E), as permitted by Labor
26 Code § 2699(l), and for an entry of judgment.

27 **IT IS SO STIPULATED.**
28

1 DATED: April 15, 2021

BOUCHER LLP

2
3 By: 
4 RAYMOND P. BOUCHER
5 SHEHNAZ M. BHUJWALA
6 ALEXANDER GAMEZ

7 Attorneys for Plaintiff Jorge Aguilar, an
8 Aggrieved Employee of Defendants, for the State
9 of California's Labor and Workforce
Development Agency on Behalf of All Aggrieved
Employees of Defendants

10 DATED: April 15, 2021

LEWIS BRISBOIS BISGAARD & SMITH LLP

11
12 By: 
13 JEFFREY S. RANEN
14 AASHISH BHARGAVA
15 BILLY SAHACHARTSIRI

16 Attorneys for Defendants, DAKOTA MEDICAL,
17 INC. and CENTRAL CONVALESCENT
18 HOSPITAL OF GLENDALE, INC.
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1. The Court finds the Settlement of Plaintiff’s Action brought pursuant to the Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*) (“PAGA”) was entered into in good faith, that the PAGA settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of representative PAGA actions under California law.

3. Defendant is directed to deposit the Total Settlement Payment of \$100,000 with the Settlement Administrator within thirty (30) days after the Effective Date (the date of entry of judgment) pursuant to Section V(A) of the Settlement Agreement.

4. The Court approves of all proposed payments from the Total Settlement Payment, including the maximum \$3,000 payment to the Settlement Administrator for Settlement Administration Costs, the \$33,330 payment of Attorneys' Fees to Plaintiff's Counsel, the \$8,333.11 payment to Plaintiff's Counsel for Litigation Expenses, the \$5,000 Service Award to Plaintiff, the \$50,336.89 PAGA Fund from which 75% shall be allocated to payment of civil penalties to the Labor and Workforce Development Agency ("LWDA"), and 25% allocated to payment to Defendant's aggrieved employees ("PAGA Settlement Members") based on a proportionate workweek allocation, as set forth in the Settlement and pursuant to Labor Code § 2699(l).

1 5. The Court approves of the proposed distribution of unclaimed settlement funds,
2 following expiration of the 180-day check cashing period specified in Paragraph V(C)(5) of the
3 Settlement Agreement, to the State of California's Controller, to be held pursuant to the
4 Unclaimed Property Law, California Civil Code section 1500 *et seq.* for the benefit of those
5 PAGA Settlement Members who did not timely deposit or cash their settlement payment checks.
6 The Settlement Administrator is directed to transfer the unclaimed settlement funds to the State's
7 Controller within 45 days of the check void date.

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

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

14 8. A Post-Judgment report, supported by a declaration of the Settlement
15 Administrator, shall be filed with the Court on December 27, 2021.

16 9. The Court shall set an Order to Show Cause Regarding Dismissal of Action on or
17 before October 8, 2021 at 8:30 am

18 **IT IS SO ORDERED.**

19
20 Dated: 07/13/2021



21 Elaine Lu
22 JUDGE OF THE SUPERIOR COURT
23 Elaine Lu / Judge
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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

On April 15, 2021, I served true copies of the following document(s) described as **STIPULATION FOR APPROVAL OF SETTLEMENT OF PAGA ACTION; [PROPOSED] ORDER AND JUDGMENT** on the interested parties in this action as follows:

BY E-MAIL OR ELECTRONIC TRANSMISSION: Pursuant to Code of Civil Procedure section 1010.6 and California Rule of Court 2.251, or pursuant to the Court's order authorizing electronic service, or by an agreement of the parties, I caused the document(s) to be sent from e-mail address Yue@boucher.la to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on April 15, 2021, at Woodland Hills, California.


Tricia Yue

SERVICE LIST
Aguilar v. Dakota Medical, Inc., et al.
Case No. 20STCV30650

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

On July 13, 2021, I served true copies of the following document(s) described as **STIPULATION FOR APPROVAL OF SETTLEMENT OF PAGA ACTION; ORDER AND JUDGMENT** on the interested parties in this action as follows:

BY E-MAIL OR ELECTRONIC TRANSMISSION: Pursuant to Code of Civil Procedure section 1010.6 and California Rule of Court 2.251, or pursuant to the Court's order authorizing electronic service, or by an agreement of the parties, I caused the document(s) to be sent from e-mail address Yue@boucher.la to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on July 13, 2021, at Woodland Hills, California.


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