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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BLANCA LOC, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

MONTEREY HEALTHCARE & WELLNESS
CENTRE, LP, a limited liability company; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 20STCV31094

[Assigned for all Purposes to the Honorable
Robert B. Broadbelt, Department 53]

**~~PROPOSED~~ ORDER GRANTING JOINT
STIPLATION FOR COURT APPROVAL
OF PAGA SETTLEMENT**

Action Filed: August 14, 2020
Trial Date: June 15, 2022

FILED
Superior Court of California
County of Los Angeles

MAY 02 2022

Sherri A. Carter, Executive Officer/Clerk
By K. Mason Deputy
K. Mason

1 TO ALL PARTIES, AND THEIR COUNSEL OF RECORD:

2 Plaintiff Blanca Loc ("Plaintiff") and Defendant Monterey Healthcare & Wellness Centre, LP
3 ("Defendant") have submitted a Joint Stipulation seeking review and approval of their proposed
4 settlement agreement pursuant to the California Private Attorneys General Act, California Labor Code §§
5 2698, et seq. ("PAGA"). The proposed settlement is memorialized in the JOINT STIPULATION OF
6 PAGA SETTLEMENT AGREEMENT AND RELEASE BETWEEN PLAINTIFF AND
7 DEFENDANT ("Settlement" or "Agreement"), attached as **Exhibit 1** to the Declaration of H Scott
8 Leviant ("Leviant Decl."), filed concurrently with the Joint Stipulation. Having reviewed the Stipulation,
9 the supporting declarations, and all other papers, evidence, and legal authorities presented to the Court,
10 and for good cause appearing thereof, IT IS HEREBY ORDERED THAT:

11 1. Plaintiff's motion for approval of PAGA settlement is GRANTED.

12 2. All capitalized terms used for purposes of this Order, not otherwise defined herein, have
13 the same meaning as given in the Settlement executed by the parties.

14 3. Pursuant to PAGA, California Labor Code § 2699(1)(2), the Labor and Workforce
15 Development Agency (the "LWDA") has been given timely notice of the Settlement Agreement. The
16 Court finds and determines that Plaintiff's notice of the Settlement to the LWDA complied with the
17 statutory requirements of PAGA.

18 4. The Court has determined that the Settlement is, in all respects, fair and reasonable, and
19 meets the requirements for approval under PAGA. Accordingly, the Court approves the Settlement.

20 5. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
21 methodology used to calculate and pay Plaintiff's General Release Payment, the LWDA Payment, and
22 the Settlement Awards to the SAG Members, in accordance with the Settlement, are fair and reasonable.

23 6. The Court approves and awards SAG Counsel's attorneys' fees in the amount of
24 \$52,500.00, and costs in the amount of \$11,700.83. Those attorneys' fees and costs are reasonable and
25 commensurate with the services rendered by SAG Counsel.

26 7. All payments due under the Settlement shall be made pursuant to the Settlement
27 Agreement.

28 8. Defendant is directed to deliver the Gross Settlement Amount to the Settlement

1 Administrator within thirty (30) calendar days after the Effective Date as defined by the Settlement.

2 9. The Settlement Administrator is directed to timely make all payments pursuant to the
3 terms of the Settlement, including the LWDA Payment, Plaintiff's General Release Payment, SAG
4 Counsel's approved attorneys' fees and costs, the Settlement Administration Costs, and the Settlement
5 Awards to the SAG Members.

6 10. The Settlement Administrator is directed to pay the Settlement Awards to the SAG
7 Members as computed pursuant to the Settlement Agreement.

8 11. The SAG Members hereby release the SAG Released Claims.

9 12. Plaintiff hereby releases the SAG Released Claims and the claims set forth in the separate
10 General Release. As to the General Release, Plaintiff waives and relinquishes the provisions, rights, and
11 benefits of section 1542 of the California Civil Code.

12 13. The Court retains exclusive and continuing jurisdiction over this Action for purposes of
13 supervising, administering, implementing, interpreting and enforcing this Order, and the Settlement.

14 14. Nothing in this Order or the Settlement will be construed as an admission or concession
15 by any party.

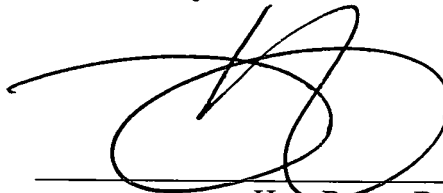
16 15. Plaintiff, through SAG Counsel, is directed to submit a copy of this Order to the LWDA
17 within ten (10) calendar days of the date of this Order.

18 16. Based on the foregoing and in accordance with the Settlement, this action is dismissed
19 with prejudice, each side to bear its own costs and attorneys' fees, except as provided by the Settlement
20 and this Order.

21 *17. Plaintiff shall give notice of this order, and judgment.*

22 **IT IS SO ORDERED.**

23
24 Dated: MAY 02 2022



25 Hon. Robert B. Broadbelt
26 LOS ANGELES COUNTY SUPERIOR COURT JUDGE

05/04/2022