

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BRITTNEY LEGASPI, as an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

MERCEDES DIAZ HOMES, INC., a
California Corporation; MDH
SPECIALIZED CARE HOMES 1, a
California Corporation; MDH
SPECIALIZED CARE HOMES 2, a
California Corporation; MDH
SPECIALIZED CARE HOMES 3, a
California Corporation; and DOES 1 through
100,

Defendants.

Lead Case No. 20STCV45683

*Consolidated with Case Nos. 21NWCV00493 and
21STCV20211*

*[Assigned for all purposes to the Hon. Richard L.
Fruin, Dept. 15]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S APPLICATION
FOR SETTLEMENT APPROVAL OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND ENHANCEMENT AWARD**

Date: September 28, 2022

Time: 9:15 a.m.

Dept.: 15

Reservation ID: 394490844032

Action Filed: November 30, 2020

Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 The Motion of Plaintiff Brittney Legaspi (“Plaintiff”) for Settlement Approval of Claims
3 Brought Under the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and
4 Enhancement Award came on regularly for hearing before this Court. Having considered the
5 Settlement Agreement, attached as Exhibit 1 to the Declaration of Fletcher W. Schmidt in Support
6 of Plaintiff’s Motion, entered into between Plaintiff and Defendants Mercedes Diaz Homes, Inc.,
7 MDH Specialized Care Homes 1, MDH Specialized Care Homes 2, and MDH Specialized Care
8 Homes 3 (“Defendants”), and the documents and evidence presented in support thereof, and
9 recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits
10 to be received by the State of California and the Aggrieved Employees pursuant to the Settlement
11 Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699(*I*) that the
12 proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith,
13 arms’-length negotiations between the parties. Good cause appearing therefore, the Court hereby
14 GRANTS Plaintiff’s Motion for Settlement Approval of Claims Brought under the Private
15 Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and Enhancement Award, and
16 HEREBY ORDERS as follows:

17 1. The “Aggrieved Employees” will be defined as: “all current and former non-
18 exempt employees of Defendants in California at any time from September 1, 2019 through April
19 27, 2022.”

20 2. The “PAGA Period” is defined as September 1, 2019 through April 27, 2022.

21 3. The Court hereby approves the Settlement as set forth in the Settlement Agreement
22 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
23 according to its terms.

24 4. The Court orders that Defendant will pay the Maximum Settlement Amount of
25 \$415,000.00 to the Settlement Administrator in accordance with the funding timeline set out in
26 the Settlement Agreement.

27 5. The Court hereby approves, as to form and content, the Notice of PAGA
28 Settlement and Release of Claims (“PAGA Notice”), attached as Exhibit A to the Settlement

1 Agreement, which will be mailed via First-Class U.S. Mail to the Aggrieved Employees in
2 English and Spanish, along with the Individual Settlement Payments.

3 6. The Court hereby appoints Rust Consulting, Inc. as the Settlement Administrator.

4 7. Within five (5) business days of the “Effective Date,” as defined in the Settlement
5 Agreement, Defendants will provide the Settlement Administrator with the names, last known
6 addresses and telephone numbers, social security numbers, and number of pay periods worked
7 for all Aggrieved Employees.

8 8. The Settlement Administrator is directed to mail the Individual Settlement
9 Payments, as defined in the Settlement Agreement, and the PAGA Notice to the Aggrieved
10 Employees within the time limits specified in the Settlement Agreement.

11 9. The Court finds that attorneys’ fees in the total amount of \$138,333.33 and
12 reimbursement of litigation costs of \$13,773.23 to Haines Law Group, APC are fair, reasonable,
13 and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff’s
14 Counsel as provided for in the Settlement Agreement.

15 10. The Court orders that the Settlement Administrator will be paid \$5,679.00 for all
16 of its work done and to be done until the completion of this matter and finds that sum appropriate.

17 11. The Court finds that the payment to the State of California Labor and Workforce
18 Development Agency (“LWDA”) in the amount of \$189,160.83 (representing 75% of the
19 California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*
20 (“PAGA”) civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair,
21 adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the
22 terms of the Settlement Agreement.

23 12. The court approves the limited scope of the release contained in the Settlement
24 Agreement. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff and the
25 Aggrieved Employees, individually and on behalf of their heirs, executors, administrators,
26 representatives, attorneys, successors and assigns, and the State of California, on behalf of itself
27 and its administrators, representatives, and assigns, will be deemed to have knowingly and
28 voluntarily released and forever discharged Defendants and their former, present and future

1 owners, parents, and subsidiaries, and all of their current, former and future officers, directors,
2 members, managers, partners, shareholders, joint venturers, successors, assigns, accountants,
3 insurers, current and former employees, agents, affiliates, their employee benefit plans and
4 programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs,
5 and legal representatives from any and all liability for all claims for civil penalties under the
6 PAGA, that were alleged in the Action or that could have been alleged based on the facts alleged
7 in Plaintiff's PAGA notice and in the Action, arising from Aggrieved Employees' employment
8 with Defendants during the PAGA Period including without limitation claims for PAGA civil
9 penalties based on alleged violations of Labor Code §§ 201-204, 226, 226.2, 226.7, 516, 558,
10 1174, 1182.12, 1194, 1194.2, 1197, and 1198, and applicable Industrial Welfare Commission
11 Wage Orders in conformity with Labor Code section 2699.3.

12 13. Without affecting the finality of this Final Judgment and Order in any way, the
13 Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms
14 of the Settlement Agreement.

15 **IT IS SO ORDERED.**

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17 Dated: _____, 2022

18 Honorable Richard L. Fruin
19 Judge of the Superior Court
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