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FILED
Superior Court of California
County of Los Angeles

09/28/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Zarate Deputy

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

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PAGA SETTLEMENT APPROVAL

~~PROPOSED~~ JUDGMENT AND ORDER

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

1. The “Aggrieved Employees” will be defined as: “all current and former non-exempt employees of Defendants in California at any time from September 1, 2019 through April 27, 2022.”
2. The “PAGA Period” is defined as September 1, 2019 through April 27, 2022.
3. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.
4. The Court orders that Defendant will pay the Maximum Settlement Amount of \$415,000.00 to the Settlement Administrator in accordance with the funding timeline set out in the Settlement Agreement.
5. The Court hereby approves, as to form and content, the Notice of PAGA 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

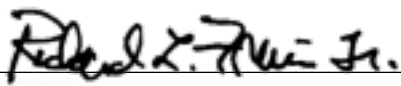
1 owners, parents, and subsidiaries, and all of their current, former and future officers, directors,
2 members, managers, partners, shareholders, joint venturers, successors, assigns, accountants,
3 insurers, current and former employees, agents, affiliates, their employee benefit plans and
4 programs 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: September 28, 2022



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