

MATTHEW GUTIERREZ, SBN 271206
mg@gutierrezderham.com
AMBER B. DERHAM, SBN 255853
abd@gutierrezderham.com
GUTIERREZ DERHAM LAW FIRM LLP
6077 Coffee Rd., Ste 4
Bakersfield, CA 93308
Telephone: (323) 676-6676

Attorneys for Plaintiff, ANTHONY QUINTEROS,
individually and as a proxy for the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
[UNLIMITED CIVIL]

ANTHONY QUINTEROS, an individual, and
as a proxy for the State of California

Plaintiff,

vs.

13333 FENTON AVENUE, LLC d/b/a
MOUNTAIN VIEW CONVALESCENT
HOSPITAL, a limited liability company; and
DOES 1 through 5, inclusive,

Defendants.

Case No.: 20STCV48672

*Assigned for All Purposes to the Hon. ^{Colin Leis}
~~Michelle Williams~~ Court in Dept. 74*

**~~PROPOSED~~ ORDER APPROVING
PAGA SETTLEMENT**

Complaint Filed: December 21, 2020
Trial Date: None Set

RES ID 366919730905

The Court has read and considered the motion of Plaintiff ANTHONY QUINTEROS (“Plaintiff”) for approval of the Los Angeles Case No. 20STCV48672 PAGA Settlement Agreement between Plaintiff and Defendant 13333 FENTON AVENUE, LLC d/b/a MOUNTAIN VIEW CONVALESCENT HOSPITAL (“PAGA Settlement Agreement”) of the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) cause of action.

Having read Plaintiff’s briefing, and having reviewed the dismissal and release provisions of the PAGA Settlement Agreement,

IT IS HEREBY ORDERED THAT:

The PAGA Settlement Agreement is APPROVED as follows:

FILED
Superior Court of California
County of Los Angeles
02/10/2023

David W. Slayton, Executive Officer / Clerk of Court

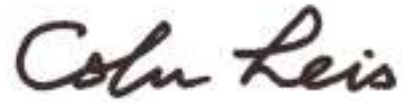
By: D. Haro Deputy

1. The relevant settlement period for the PAGA claims is from October 27, 2019, through the date this order is signed (“PAGA Period”).
2. Defendants shall pay \$75,000.00 as the Gross Settlement Amount (“GSA”) in settlement of the PAGA Action.
3. The rate of \$595/hour is reasonable for plaintiff’s attorney’s fees and the lodestar reasonable. Defendant shall pay to Plaintiff’s counsel thirty-three percent (33%) of the GSA, which is \$25,000.00, and shall pay \$1,953.00 for litigation costs and expenses.
4. Settlement payments shall be distributed by the Phoenix Settlement Administrators (“Settlement Administrator”). The Settlement Administrator’s costs not to exceed \$2,750.00 shall be paid from the GSA.
5. The group of allegedly aggrieved employees affected by the Agreement are all current and former employees who worked at least one pay period for Defendant in California at any time during the PAGA Period (“Aggrieved Employees”).
6. The “Net Settlement Amount” is the balance after deducting the sums from paragraphs 3-4 above. The Net Settlement Amount is to be paid to the LWDA and to the Aggrieved Employees.
 - a. Defendant shall pay 75% from the Net Settlement Amount the California Labor and Workforce Development Agency pursuant to Labor Code section 2699(i).
 - b. Defendant shall pay 25% from the Net Settlement Amount to the Aggrieved Employees, calculated *pro rata* according to the number of pay periods the Aggrieved Employee worked during the PAGA Period. The Settlement Administrator will report the individual PAGA payments on IRS 1099 Forms.
7. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties based on the following Labor Code statutes: 2802, 226.7, 512, 510, 1182.12, 1197, 1194, 204, 1198, 226(a), 1174(d), 558, 210, 226.3, 1174.5, 1197.1.

- 1 8. For any Aggrieved Employee whose individual PAGA settlement check is uncashed and
2 cancelled after the 180 days void date, the Settlement Administrator shall transmit the funds
3 represented by such checks to the California Controller's Unclaimed Property Fund in the
4 name of the Aggrieved Employee.
- 5 9. The Settlement Administrator shall send the PAGA settlement checks to the Aggrieved
6 Employees with a cover letter containing the content as provided in Exhibit B to the
7 November 14, 2022, declaration of Matthew Gutierrez.

8 **IT IS SO ORDERED.**

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10 Dated: 02/10/2023



11 Hon. ~~Michelle Williams Court~~ Colin P. Leis
12 Judge of the Superior Court of the
13 State of California
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