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Attorneys for Defendants
THE GARDENS OF RIVERSIDE LLC (19983)
dba THE GARDENS OF RIVERSIDE, and NORTHSTAR SENIOR LIVING, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE

RENEE WOODSON, an individual,

Plaintiff,

v.

THE GARDENS OF RIVERSIDE LLC
(19983) DBA THE GARDENS OF
RIVERSIDE, a California limited liability
company; NORTHSTAR SENIOR LIVING,
INC., a Delaware corporation; and DOES 1
through 20, inclusive,

Defendants.

Case No.: CVRI2104225

Assigned to the Hon. Carol A. Greene; Dept. 2

**JOINT STIPULATION OF PARTIES TO
DISMISS THE PAGA CAUSE OF ACTION
WITH PREJUDICE; ~~PROPOSED~~ ORDER**

Complaint Filed: September 17, 2021
Trial Set: None.

1 Plaintiff RENEE WOODSON and Defendants GARDENS OF RIVERSIDE LLC AND
2 NORTHSTAR SENIOR LIVING INC. (“Defendants”) by and through their counsel of record, hereby
3 stipulate and agree as follows:

4 **WHEREAS**, Woodson is a former employee of Defendants;

5 **WHEREAS**, Defendants became owners of the Gardens of Riverside location on or around June
6 11, 2019;

7 **WHEREAS** Renee Woodson’s PAGA allegations concerned Woodson’s employment at the
8 Gardens of Riverside location prior to June 11, 2019;

9 **WHEREAS** Renee Woodson alleges she was terminated on or around November 17, 2020;

10 **WHEREAS**, on or about November 23, 2020 Woodson, through his counsel, submitted a Notice
11 of Labor Code Violations Pursuant to Labor Code section 2699.3 *et seq.* to the California Labor and
12 Workforce Development Agency (“LWDA Letter”);

13 **WHEREAS** all of Plaintiff’s PAGA related claims are time-barred because Plaintiff needed to
14 file a letter with the LWDA by June 11, 2020 but did not do so until November 23, 2020;

15 **WHEREAS** on or about March 9, 2021, Plaintiff filed a representative action Complaint in this
16 action against Defendants alleging discrimination, harassment, retaliation, failure to prevent harassment
17 and discrimination, wrongful termination, negligent supervision of employees, failure to pay wages,
18 failure to pay overtime wages, failure to provide meal and rest breaks, failure to provide itemized
19 statements, failure to reimburse expenses, waiting time penalties, PAGA, and unfair business
20 competition. including penalties pursuant to Labor Code Section 2699, and seeking civil penalties
21 pursuant to Labor Code section 2699 *et seq.* (the “PAGA”), on behalf of Plaintiff and other alleged
22 “aggrieved employees” (“Lawsuit”);

23 **WHEREAS**, Defendants denied, and continues to deny, all claims alleged in the LWDA Letter
24 and Lawsuit and further deny that Woodson is entitled to any recovery;

25 **WHEREAS** the Parties exchanged considerable information and evidence prior to the settlement;

26 **WHEREAS** the parties agree and acknowledge the PAGA claim is time-barred and must be
27 dismissed on that basis;

28 ///

1 **WHEREAS**, Plaintiff affirmatively admits he is not an “aggrieved employee” under Cal. Labor
2 Code § 2699 (c), and requests dismissal of the action and a dismissal of any and all of Plaintiff’s
3 individual rights to civil penalties available under the PAGA with prejudice;

4 **WHEREAS**, the Parties stipulate and agree that no claims are being settled on behalf of any
5 alleged aggrieved employees other than Plaintiff, no settlement amount will be paid on behalf of any
6 alleged aggrieved employees, and no other alleged aggrieved employees’ interests will be impacted other
7 than the interests of Plaintiff;

8 **WHEREAS**, pursuant to California Labor Code section 2699(1)(2), which provides that “[t]he
9 Superior court shall review and approve any settlement of any civil action filed pursuant to this part,” the
10 Parties hereby stipulate and request approval of the settlement of Plaintiff’s individual PAGA claims;

11 **WHEREAS**, this stipulation to dismiss this Lawsuit shall be served to the California Labor
12 Workforce (“LWDA”) at the same time that it is submitted to this Court;

13 **WHEREAS**, this Court may determine that the rights of other aggrieved employees will not be
14 prejudiced for two significant reasons. *First*, unlike class actions where the class plaintiff prosecutes the
15 action on behalf of the putative class members, Plaintiff here did *not* prosecute the action on behalf of
16 the similarly-aggrieved employees. In PAGA claims, the plaintiff employee prosecutes on behalf of the
17 Labor Commission; the similarly-aggrieved employees have no private right of action in those penalties
18 and no entitlement to them. *Rope v. Auto-Chlor System of Washington, Inc.* (2013) 220 Cal.App.4th
19 635, 650¹ [“In PAGA, the Legislature created an enforcement mechanism for aggrieved employees to
20 file representative actions to recover penalties in cases in which there is no private cause of action as an
21 alternative to enforcement by the Labor Commissioner”]; *Arias v. Superior Court* (2009) 46 Cal.4th 969,
22 980–987, 95 Cal.Rptr.3d 588, 209 P.3d 923 [PAGA suit is a representative action and need not be brought
23 as a class action]. *Second*, the parties are not aware of any other aggrieved employees who have any
24 expectations of recovery of any kind in this case, and to the extent any of them wish, in the future, to
25 pursue their own claims, they have the right to do that.

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1 **THE PARTIES THEREFORE** stipulate and jointly request that the Court dismiss the
2 representative PAGA cause of action with prejudice and Plaintiff's individual claim for PAGA penalties
3 with prejudice.

4 DATED: August 25, 2022

THE DOMINGUEZ FIRM, LLP

6 By: /s/ Jace H. Kim
7 Jace H. Kim, Esq.
8 Carlos Andres Perez, Esq.
9 Javier Ramirez, Esq.
Attorneys for Plaintiff,
RENEE WOODSON

11 DATED: August 25, 2022

JACKSON LEWIS P.C.

14 By: /s/ Savada M. Panosian
15 Michael D. Thomas
16 Savada M. Panosian
17 Attorneys for Defendant,
18 THE GARDENS OF RIVERSIDE LLC
19 (19983) dba THE GARDENS OF
20 RIVERSIDE, and NORTHSTAR SENIOR
21 LIVING, INC.

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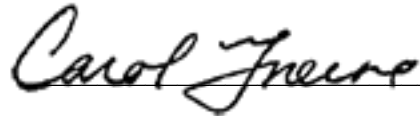
Assigned to the Hon. Carol A. Greene; Dept. 2

**~~PROPOSED~~ ORDER REGARDING JOINT
STIPULATION OF PARTIES TO DISMISS
THE PAGA CAUSE OF ACTION WITH
PREJUDICE**

Complaint Filed: September 17, 2021
Trial Set: None.

1 IT IS HEREBY ORDERED that PARTIES Joint Stipulation to Dismiss The PAGA Cause Of
2 Action With Prejudice is granted. This dismissal does not extend to or otherwise affect the ability of
3 an aggrieved employee to bring individual, non-representative claims against the defendant for alleged
4 violations for the Labor Code.

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7 DATED: 09/02/2022, 2022



Hon. Carol A. Greene