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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 25 2024

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11
12 LESLIE MCGARY, as an aggrieved employee
13 pursuant to the Private Attorneys General Act
14 ("PAGA"), on behalf of the State of California
and other non-party Representative Action
Members,

15 Plaintiff,

16 vs.

17 SHIELD-CALIFORNIA HEALTH CARE
18 CENTER, INC., a California corporation; and
DOES 1 through 10, inclusive,

19 Defendants.

Case No. CIVSB2116302

Assigned to the Hon. Joseph T. Ortiz

**[PROPOSED] ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: April 25, 2024
Time: 1:30 p.m.
Place: Department S17

Complaint Filed: June 1, 2021
Trial Date: None Set

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1 7. The Settlement is not an admission by Defendant, nor is this Order and Judgment a finding
2 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and Judgment,
3 the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may
4 be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
5 liability whatsoever by or against Defendant.

6 8. The Net Settlement Amount of approximately \$253,286.13 is hereby approved. Seventy-
7 Five Percent (75%), or approximately \$189,964.60, shall be paid to the California Labor and Workforce
8 Development Agency. The remaining Twenty-Five Percent (25%), or approximately \$63,321.53, shall be
9 paid to Representative Action Members.

10 9. The Court hereby awards \$146,333 in attorneys' fees and \$19,380.87 costs to Plaintiff's
11 Counsel, Capstone Law APC.

12 10. The Court approves a Service Award of \$10,000 to Leslie McGary.

13 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator, and
14 approves Settlement Administration Costs of \$10,000.

15 12. The Court sets a non-appearance compliance hearing for __, at which time the Court will
16 consider evidence that the distribution process is complete and that a final accounting may be approved.
17 Plaintiffs shall file a declaration from the Settlement Administrator regarding the completion of settlement
18 administration activities no later than __, as well as an amended judgment regarding the distribution of
19 unclaimed residuals to the __.

20 13. This Judgment shall be binding on all Representative Action Members and the State of
21 California, who are hereby barred by the doctrine of res judicata from re-litigating the Released Claims
22 during the Covered Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46
23 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved
24 employee under PAGA is binding not only on the named employee plaintiff but also on state labor law
25 enforcement agencies and any aggrieved employee not a party to the proceeding).

26 14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
27 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
28 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

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15. This document shall constitute a judgment under California Code of Civil Procedure §
664.6.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date April 25, 2024



HON. JOSEPH T. ORTIZ
San Bernardino County Superior Court Judge