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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 17 **COUNTY OF LOS ANGELES**

18 CAROLINA MEDINA, individually, and on
 19 behalf of others aggrieved employees pursuant to
 the California Private Attorneys General Act;

20 Plaintiff,

21 vs.

22 5648 EAST GOTHAM STREET, LLC, a
 California limited liability company;
 23 BRIARCREST NURSING CENTER, an
 unknown business entity; and DOES 1 through
 24 100, inclusive,

25 Defendants.

Case No.: 21NWCV00450

*Assigned for All Purposes to: Hon. Lee W. Tsao,
 Dept F*

**[PROPOSED] ORDER GRANTING
 PLAINTIFFS' MOTION FOR ORDER
 APPROVING SETTLEMENT PURSUANT
 TO CALIFORNIA LABOR CODE PRIVATE
 ATTORNEYS GENERAL ACT AND
 ENTERING JUDGMENT**

Date: September 23, 2025

Time: 9:30 A.M.

Place: Dept. C

Res. ID: 075801553155

Medina Complaint Filed: July 12, 2021

Trial Date: None Set

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR ORDER APPROVING SETTLEMENT
 PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT AND ENTERING
 JUDGMENT**

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[PROPOSED] ORDER

Having reviewed and considered Plaintiffs CAROLINA MEDINA's and ANTHONY NAYLOR's ("Plaintiffs") Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment, and good cause appearing for the same, it is hereby **ORDERED, ADJUDGED, and DECREED**:

1. The Court hereby approves the PAGA Settlement Agreement attached as Exhibit 1 to the Declaration of Heather Davis ("Settlement Agreement" or "Settlement") as a fair, reasonable, and adequate resolution of the PAGA claims alleged in the Action.

2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. This Court has jurisdiction over the subject matter of this Action, and over all Parties to this Action, including Plaintiffs, the State of California, and all PAGA Members.

4. The Court designates Apex Class Action Administration Solutions ("Apex" or "Settlement Administrator") as the third-party Settlement Administrator for mailing the PAGA Members' cover letters, distribution of the Gross Settlement Amount, and other duties set forth in the Settlement.

5. Within fourteen (14) calendar days after entry of this Order and Judgment, Defendants 5648 EAST GOTHAM STREET, LLC, BRIARCREST NURSING CENTER, IRA SMEDRA, and JACOB WINTNER (collectively, "Defendants") will provide the Settlement Administrator the Aggrieved Employee List as defined in the Settlement Agreement.

6. Within thirty (30) calendar days of the Effective Date, Defendants shall deposit the initial payment of the Gross Settlement Amount in the sum of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) ("First Installment") into the Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. The final payment of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) ("Second Installment") constituting the final payment by

1 Defendants shall be paid six (6) months after the First Installment, which will include no more than
2 an additional Six Thousan Dollars and No Cents (\$6,000.00) pursuant to the Escalator Clause in
3 Paragraph 16.

4 7. Within fourteen (14) calendar days of its receipt of the Gross Settlement Amount
5 from Defendants, after the Second Installment, the Settlement Administrator shall distribute the
6 Gross Settlement Amount as provided in the Settlement Agreement and set forth below:

- 7 a. One Hundred and Five Thousand Dollars and No Cents (\$105,000.00) to Plaintiff's
8 Counsel for the Plaintiffs' Counsel Fees Payment, which is thirty-five (35%) of the
9 Gross Settlement Amount, and a Plaintiffs' Counsel Litigation Costs Payment in the
10 amount of Fourteen Thousand Four Hundred Eighty-Eight Dollars and Thirty-Nine
11 Cents (\$14,488.39) ("Plaintiffs' Counsel Payment"), from the Gross Settlement Amount
12 as final payment for and complete satisfaction of any and all attorneys' fees and costs
13 incurred by and/or owed to Plaintiffs' Counsel related to the Action;
14
15 b. Fifteen Thousand Dollars and No Cents (\$15,000.00), or Seven Thousand Five Hundred
16 Thousand and No Cents (\$7,500.00) each, to named Plaintiffs Carolina Medina and
17 Anthony Naylor ("Plaintiffs' Representative Payments") from the Gross Settlement
18 Amount, to compensate them for their services in prosecuting the Action and performing
19 work in support of the Action;
20
21 c. Six Thousand Nine Hundred Ninety Dollars and No Cents (\$6,990.00) to the Settlement
22 Administrator, Apex Class Action Administration Solutions ("Settlement Administrator
23 Payment") from the Gross Settlement Amount for administration expenses incurred by
24 the Settlement Administrator; and
25
26 d. The Net Settlement Amount remaining after the deducting of the Plaintiffs' Counsel
27 Payment, Plaintiffs' Representative Payments, and Settlement Administrator Costs, One
28 Hundred Fifty-Eight Thousand Five Hundred Twenty-One Dollars and Sixty-One Cents
(\$158,521.61), shall be distributed to the California Labor and Workforce Development

1 Agency ("LWDA") and PAGA Members. Seventy-five percent (75%) of the Net
2 Settlement Amount, *i.e.* One Hundred Eighteen Thousand Eight Hundred Ninety-One
3 Dollars and Twenty-One Cents (\$118,891.21) shall be distributed to the LWDA.
4 Twenty-five percent (25%) of the Net Settlement Amount, *i.e.* Thirty-Nine Thousand
5 Six Hundred Thirty Dollars and Forty Cents (\$39,630.40) shall be distributed to the
6 PAGA Members on a *pro rata* basis based on the number of Pay Periods worked by
7 each PAGA Member ("PAGA Payment Share"). The Settlement Administrator shall
8 mail each PAGA Member their PAGA Payment Share check along with the PAGA
9 Notice attached to the Declaration of Hether David as Exhibit 5.

10
11 8. All checks to the PAGA Members shall remain valid and negotiable for one hundred
12 eighty (180) days from the date of their issuance to the PAGA Settlement Members. If any checks
13 are not cashed within one hundred eighty (180) days of mailing, those funds shall be transmitted to
14 the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
15 California Code of Civil Procedure § 1500, *et seq.* in the names of those PAGA Members who did
16 not cash, deposit, or otherwise negotiate their checks until such time they claim their property.

17 9. Upon the Effective Date and full funding of the Gross Settlement Amount, the
18 LWDA and PAGA Members, including Plaintiffs, fully release and forever discharge the Released
19 Parties from any and all Released Claims. As a result of this release, the PAGA Members will be
20 unable to bring a claim for civil penalties under the California Private Attorneys General Act,
21 California Labor Code §§ 2698 *et seq.*, against the Released Parties for any violations of the
22 Released Claims that took place during the PAGA Period.

23 10. The Court finds that Plaintiffs gave notice to the California Labor Workforce and
24 Development Agency ("LWDA") and to Defendants of their intention to pursue claims for civil
25 penalties under the PAGA arising out of the facts and legal theories alleged in the Complaint, that
26 the LWDA did not give notice that it intended to investigate these claims within 65 days of
27 receiving Plaintiffs' notice, and that Plaintiffs are therefore authorized to pursue these claims on

1 behalf of the LWDA. The Court further finds that Plaintiffs gave notice of this proposed settlement
2 of those claims under the PAGA to the LWDA in accordance with Labor Code section 2699(1)(2),
3 and that the LWDA has not expressed any objection to the proposed settlement. Accordingly, this
4 Judgment also bars the LWDA, or any other agency of the State of California, or any person acting
5 on its behalf, from collecting any penalties due to any of them, or any unpaid wages due to PAGA
6 Members, to the extent those penalties or unpaid wages arise out of the Released Claims or the facts
7 giving rise to those claims. *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985-86.

8
9 11. Plaintiffs' Counsel are directed to submit a copy of this Order and Judgment to the
10 California Labor and Workforce Development Agency within fourteen (14) calendar days of entry
11 of the Judgment.

12 12. Without affecting the finality of this Order and Judgment, the Court shall retain
13 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the
14 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Code of
15 Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or
16 controversies arising with or with respect to the interpretation, enforcement, or implementation of
17 the Settlement Agreement shall be presented to the Court for resolution.

18 13. A final report on the disbursement of the PAGA Payment Share checks, including
19 the distribution of uncashed checks to the State Controller's Unclaimed Wage Fund, shall be filed
20 on or before 10/30/25. Upon receiving the report, the Court will determine
21 whether further reports and/or a hearing will be necessary.

22
23 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

24 DATED: 09/23/2025



25 ~~HON. LEE W. TSAO~~ Julian C. Recana / Judge
26 JUDGE OF THE SUPERIOR COURT