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Attorneys for Defendants
CALIFORNIA HEALTH AND RECOVERY
SOLUTIONS, P.C.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

ILA FORD, as an individual and on behalf of
all others similarly situated,

Plaintiff,

v.

CALIFORNIA HEALTH AND RECOVERY
SOLUTIONS, P.C., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

FILED
KERN COUNTY SUPERIOR COURT
11/28/2023

BY Dickey, Leslie
DEPUTY

Case No. BCV-21-101962

**JOINT STIPULATION FOR DISMISSAL
OF PAGA ACTION; DECLARATION OF
MAI TULYATHAN IN SUPPORT;
~~[PROPOSED]~~ ORDER**

ASSIGNED FOR ALL PURPOSES TO
JUDGE THOMAS S. CLARK, DEPT. 17

Complaint Filed: August 24, 2021

1 Plaintiff Ila Ford (“Plaintiff”), and Defendant California Health and Recovery Solutions, P.C.
2 (“Defendant”) (collectively the “Parties”), by and through their counsel of record hereby stipulate as
3 follows:

4 WHEREAS, on July 21, 2021, Plaintiff commenced a putative wage and hour class action
5 against Defendant in the Superior Court for the County of Kern, which was designated as Case No.
6 BCV-21-101663, asserting a class claim for alleged violations of California Labor Code § 226(a) (the
7 “Class Action” or “Lawsuit”);

8 WHEREAS, on August 24, 2021, Plaintiff filed a lawsuit against Defendant in the Superior
9 Court for the County of Kern, which was designated as Case No. BCV-21-101962, asserting claims
10 on a representative basis for alleged violations of California Labor Code § 2698, *et. seq.* (“PAGA
11 Action”)

12 WHEREAS, on or around August 4, 2023, the Parties reached a settlement to resolve the claims
13 in Plaintiff’s Class Action and PAGA Action on an individual basis;

14 WHEREAS, on August 23, 2023, the Parties agreed that Plaintiff be granted leave to file a
15 First Amended Complaint in the Class Action matter to include the PAGA claim presently pled in this
16 PAGA Action;

17 WHEREAS, on October 30, 2023, Plaintiff filed her First Amended Complaint in the Class
18 Action matter;

19 WHEREAS, Defendant denies any and all liability in the Class Action and PAGA Action
20 Defendant maintains that it had, and continues to have, legally-compliant employment practices
21 throughout the statutory period in California. Defendant does not admit that it ever violated any
22 provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff
23 seeks relief, or of any other law. However, the Parties desire to resolve all of Plaintiff’s claims against
24 Defendant in the Class Action and PAGA Action on an individual basis only. This Settlement was
25 reached after extensive negotiations and an exchange of relevant information and data. The Parties
26 believe and agree that this Settlement is a fair, adequate, and reasonable resolution of the Action and
27 have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors,
28 present and potential, as set forth in the Declaration of Plaintiff’s Counsel, filed concurrently herewith;

1 WHEREAS, the Parties reached a resolution of all claims that Plaintiff, *individually*, might
2 have against Defendant, including those claims pled in this PAGA Action on an *individual* basis, and
3 the Parties now seek dismissal of those *individual* claims with prejudice in this stipulation;

4 WHEREAS, the Parties have entered into a confidential settlement agreement to resolve
5 Plaintiff's *individual* claims;

6 WHEREAS, the Parties have entered into an Individual PAGA Settlement Agreement and
7 Release to settle Plaintiff's *individual* PAGA claim against Defendant, for a total sum of \$1,000.00,
8 of which: (1) Seven Hundred and Fifty Dollars and Zero Cents (representing 75% of said \$1,000.00)
9 will go to the Labor & Workforce Development Agency ("LWDA"); and (2) Two Hundred Fifty
10 Dollars and Zero Cents (representing 25% of the \$1,000.00 payment) will be payable to Plaintiff for
11 her individual PAGA claim;

12 WHEREAS, no consideration has been provided to Plaintiff or Plaintiff's counsel, including
13 any fees or costs, for dismissing the class and representative PAGA claims and allegations on behalf
14 of the putative class and aggrieved employees in the Class Action and the PAGA Action without
15 prejudice;

16 WHEREAS, on November 15, 2023, the Parties submitted to the Court a Joint Stipulation for
17 Approval of Individual PAGA Settlement and Dismissal of Action (the "Joint Stipulation for
18 Approval") in the Class Action matter;

19 WHEREAS, on November 15, 2023, the Court approved the Parties' Joint Stipulation for
20 Approval in the Class Action matter, and entered an order (1) dismissing Plaintiff's individual claims
21 with prejudice; and (2) dismissing the class and representative PAGA claims ***without prejudice***;

22 WHEREAS, in light of the settlement and the Court's November 15, 2023 Order, the Parties
23 now seek dismissal of the PAGA claim asserted in this PAGA Action;

24 WHEREAS, pursuant to California Rules of Court, Rule 3.770(c), if the Court has not ruled
25 on class certification, or if the court has ruled on class certification but notice of the pendency of the
26 action has not also been provided to class members in a case in which such notice is required, the
27 Court may dismiss the action "without notice to the [putative class members] if the court finds that the
28 dismissal will not prejudice them";

1 WHEREAS, no class has been certified, and no notice has been ordered by the Court to be sent
2 to putative class members or aggrieved employees to date;

3 WHEREAS, none of the putative class members or aggrieved employees should be prejudiced
4 in any way by the dismissal of the class and representative PAGA claims *without prejudice*, in the
5 absence of notice;

6 **NOW, THEREFORE**, the Parties hereby stipulate and request as follows:

7 1. Upon the entry of the Order, Plaintiff's individual PAGA claims shall be dismissed
8 *with prejudice*;

9 2. Upon entry of the Order, the representative PAGA claims shall be dismissed *without*
10 *prejudice*;

11 3. No notice shall be required to the aggrieved employees of said dismissal as permitted
12 by California Rules of Court, Rule 3.770(c); and

13 4. The Parties shall bear their own costs and attorneys' fees.

14 **IT IS SO STIPULATED.**

15 Dated: November 22, 2023

Respectfully submitted,

16 LITTLER MENDELSON, P.C.

18 /s/ Jyoti Mittal

19 ELIZABETH STAGGS-WILSON

20 JYOTI MITTAL

21 JAMES PAYER

22 VERONICA ZAMAGO

Attorneys for Defendant

CALIFORNIA HEALTH AND RECOVERY

SOLUTIONS, P.C.

23 Dated: November 22, 2023

24 DIVERSITY LAW GROUP, P.C.

25 /s/ Mai Tulyathan

26 LARRY W. LEE

27 MAI TULYATHAN

Attorneys for Plaintiff ILA FORD

DECLARATION OF MAI TULYATHAN

I, Mai Tulyathan, declare as follows:

1. I am an attorney with the law firm of Diversity Law Group PC and counsel of record for Plaintiff Ila Ford ("Plaintiff") in the instant action. I have personal knowledge of the following facts, and if called to testify, I could and would competently testify thereto.

2. On July 21, 2021, Plaintiff commenced a putative wage and hour class action against Defendant in the Superior Court for the County of Kern, which was designated as Case No. BCV-21-101663, asserting a class claim for alleged violations of California Labor Code § 226(a) (the "Class Action" or "Lawsuit").

3. On August 24, 2021, Plaintiff filed a lawsuit against Defendant in the Superior Court for the County of Kern, which was designated as Case No. BCV-21-101962, asserting claims on a representative basis for alleged violations of California Labor Code § 2698, *et. seq.* ("PAGA Action").

4. On or around August 4, 2023, the Parties reached a settlement to resolve the claims in Plaintiff's Class Action and PAGA Action on an **individual** basis only.

5. To effectuate the settlement, on August 23, 2023, the Parties agreed that Plaintiff be granted leave to file a First Amended Complaint in the Class Action matter to include the PAGA claim presently pled in this PAGA Action. On October 30, 2023, Plaintiff filed her First Amended Complaint in the Class Action matter to include the PAGA claim.

6. On November 15, 2023, the Parties submitted to the Court a Joint Stipulation for Approval of **Individual** PAGA Settlement and Dismissal of Action (the "Joint Stipulation for Approval") in the Class Action matter.

7. On November 15, 2023, the Court approved the Parties' Joint Stipulation for Approval in the Class Action matter, and entered an order (1) dismissing Plaintiff's individual claims with prejudice; and (2) dismissing the class and representative PAGA claims ***without prejudice***.

8. No consideration has been provided to Plaintiff or Plaintiff's counsel, including any fees or costs, for dismissing the class and representative PAGA claims and allegations on behalf of the putative class and aggrieved employees in the Class Action and the PAGA Action ***without prejudice***.

9. The dismissal of the representative PAGA action claim in this PAGA Action will not prejudice the rights and remedies of any of the aggrieved employees because the representative PAGA claim is being dismissed *without prejudice*. Furthermore, no class has been certified, no notice has been sent to the aggrieved employees, and there has been no determination on the merits of the PAGA claim.

I declare under the penalty of perjury under the laws of California and the United States of America that the foregoing is true and correct and that this Declaration was executed on November 22, 2023, in Los Angeles, California.

DIVERSITY LAW GROUP PC

/s/ Mai Tulyathan

MAI TULYATHAN

Attorney for Plaintiff ILA FORD

~~PROPOSED~~ ORDER

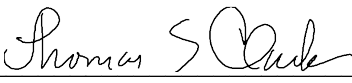
Based on the above Stipulation, and for good cause shown, the Court hereby ORDERS as follows:

1. Plaintiff's individual PAGA claim in the Action shall be dismissed *with prejudice*;
2. The representative PAGA claim in the Action shall be dismissed *without prejudice*;
3. No notice shall be required to the aggrieved employees of said dismissal as permitted by California Rules of Court, Rule 3.770(c); and
4. The Parties shall bear their own costs and attorneys' fees.

IT IS SO ORDERED.

Signed: 11/28/2023 07:03 PM

Date: 11/28/2023


JUDGE THOMAS S. CLARK

BCV-21-101962

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
9 Los Angeles, California 90071.

10 On November 22, 2023, I served the following document(s) described as: **JOINT**
11 **STIPULATION FOR DISMISSAL OF PAGA ACTION; DECLARATION OF MAI**
12 **TULYATHAN IN SUPPORT; [PROPOSED] ORDER** on the interested parties in this action
13 as follows:

14 LITTLER MENDELSON P.C.
15 633 W. 5th Street, 63rd Floor
16 Los Angeles, CA 90071
17 *Attorney for Defendant California Health and Recovery Solutions, P.C.*

18 Elizabeth Staggs-Wilson	estaggs-wilson@littler.com
19 Jyoti Mittal	jmittal@littler.com
20 James Payer	jpayer@littler.com
21 Veronica Zamago	vzamago@littler.com
22 Ingrid Shin	IShin@littler.com
23 Rita Jones	RJones@littler.com
24 Laura Aispuro	LAispuro@littler.com
25 Kim Alvarez	KAlvarez@littler.com

26 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
27 entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website
28 www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for
the above-entitled case. The service transmission was reported as complete and a copy of the
filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
in this office.

I declare under penalty of perjury under the laws of the State of California that the above
is true and correct. Executed on November 22, 2023, at Los Angeles, California.

29 
30 Erika Mejia