

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Joanna Ghosh (SBN 272479); Arman Marukyan (SBN 327150) FIRM NAME: Lawyers for Justice, PC STREET ADDRESS: 450 North Brand Blvd., Suite 900 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021 EMAIL ADDRESS: joanna@calljustice.com; arman@calljustice.com ATTORNEY FOR (name): Plaintiff Carol Bodden Guerrero SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 North Spring Street MAILING ADDRESS: 312 North Spring Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Spring Street Courthouse	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Carol Bodden Guerrero DEFENDANT/RESPONDENT: Seacrest Convalescent Hospital, Inc., et al.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: 21STCV29197 / Dept. 1

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): February 26, 2025

2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit A - Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, Service Payment, and Administration Costs

Date: February 26, 2025

Arman Marukyan

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)



(SIGNATURE)

PLAINTIFF/PETITIONER: Carol Bodden Guerrero
 DEFENDANT/RESPONDENT: Seacrest Convalescent Hospital, Inc., et al.

CASE NUMBER:
 21STCV29197

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: February 26, 2025

Danielle Cowan

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT A

Electronically Received 10/31/2024 02:03 PM

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Arman Marukyan (SBN 327154)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles
02/26/2025
David W. Slayton, Executive Officer / Clerk of Court
By: _____ A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CAROL BODDEN GUERRERO, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

v.

SEACREST CONVALESCENT HOSPITAL,
INC., an unknown business entity; CELIA D.
VALDOMAR, an individual; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21STCV29197

Honorable Stuart M. Rice
Department 1

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, SERVICE
PAYMENT, AND ADMINISTRATION COSTS**

Date: February 26, 2025
Time: 10:30 AM
Department: 1

Complaint Filed: August 9, 2021
FAC Filed: March 21, 2022
Trial Date: None Set

**~~PROPOSED~~ ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND
COSTS, SERVICE PAYMENT, AND ADMINISTRATION COSTS**

1 This matter has come before the Honorable Stuart M. Rice in Department 1 of the Superior Court of
2 the State of California, for the County of Los Angeles, on February 26, 2025 at 10:30 AM, on Plaintiff Carol
3 Bodden Guerrero's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code §
4 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, Service Payment, and
5 Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff
6 and Hill, Farrer & Burrill LLP, appeared for Defendants Seacrest Convalescent Hospital, Inc. ("Defendant
7 Seacrest") and Celia D. Valdomar ("Defendant Valdomar" and with Defendant Seacrest as "Defendants").

8 On or around August 12, 2024, Plaintiff and Defendants (together, the "Parties") executed the Private
9 Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or
10 "Agreement"), attached hereto as "**EXHIBIT 1**".

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Arman Marukyan and Plaintiff Carol Bodden Guerrero, and (3) the
13 Settlement Agreement.

14 Having duly considered the pleadings on record, the Parties' papers, and oral argument, and good
15 cause appearing,

16 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

17 1. The Motion for Approval of Settlement is granted.
18 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
19 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
20 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
21 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the
22 Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned
23 action was filed prior to June 19, 2024.

24 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
25 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
26 the California Labor and Workforce Development Agency ("LWDA") and Defendants with notice of the
27 specific provisions of the California Labor Code alleged to have been violated, including, and not limited

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1 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
2 2699.3(a).

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

8 6. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
9 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
10 appear in the above-captioned action (the “Action”).

11 7. The Settlement pertains to the following aggrieved employees:

12 All current and former hourly-paid non-exempt employees who worked for Defendant Seacrest
13 in the State of California during the PAGA Period. (“Aggrieved Employee(s)”).

14 8. The Court finds that the Parties reached the Settlement as a result of arm’s-length
15 negotiations.

16 9. The Court appoints Simpluris, Inc. (the “Settlement Administrator”) as the Settlement
17 Administrator to administer the Settlement pursuant to the terms of the Settlement Agreement and this Order.

18 10. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
19 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
20 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
21 Amount shall be the Gross Settlement Amount (\$118,000.00) less the approved Attorneys’ Fees and Costs
22 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), Service Payment to Plaintiff, and Administration Costs
23 to Simpluris, Inc. Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the
24 LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be
25 distributed to the Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and Judgment
26 and the Settlement Agreement.

27 11. The Court has considered the Settlement, and the monetary allocations provided thereby, and
28 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement

1 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
2 with, this Order and Judgment and the Settlement Agreement.

3 12. The Court approves the payment of \$38,940.00 to Plaintiff's Counsel for attorneys' fees.
4 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this
5 Order and Judgment and the Settlement Agreement.

6 13. The Court approves the payment of \$14,338.34 to Plaintiff's Counsel for reimbursement of
7 litigation costs and expenses incurred in the Actions. This amount shall be paid from the Gross Settlement
8 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

9 14. The Court approves payment in the amount of \$7,500.00 to Plaintiff Carol Bodden Guerrero
10 for her Service Payment. This amount shall be paid from the Gross Settlement Amount and shall be
11 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12 15. The Court approves payment up to the amount of \$5,000.00 to Simpluris, Inc. for the
13 Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed
14 in accordance with this Order and Judgment and the Settlement Agreement.

15 16. The Parties are directed to perform in accordance with the terms set forth in this Order and
16 Judgment and the Settlement Agreement.

17 17. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
18 Employees; however, the Court approves the explanatory letter ("Cover Letter"), attached to the Settlement
19 Agreement as "**Exhibit A**," and the Settlement Administrator shall distribute the Cover Letter to the
20 Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share
21 of the Employees' Portion ("Individual PAGA Payment(s)").

22 18. The Court directs Defendant Seacrest to provide the Settlement Administrator with the full
23 name, last known mailing address, number of pay periods worked during the PAGA Period, and Social
24 Security number for each of the Aggrieved Employees, within 14 days of the Effective Date.

25 19. The Court directs Defendant Seacrest to deposit the Gross Settlement Amount with the
26 Settlement Administrator in two payments as follows:

27 (a) Deposit the first payment of \$59,000.00 with the Settlement Administrator within 30 days
28 of the Effective Date; and

(b) Deposit a second and final payment of \$59,000.00 with the Settlement Administrator within 30 days of the first payment set forth above.

20. Within twenty-one (21) calendar days after Defendant Seacrest fully funds the Gross Settlement Amount, the Settlement Administrator shall distribute the LWDA Payment to the LWDA, the Individual PAGA Payments with Cover Letters to all Aggrieved Employees, the Service Payment to Plaintiff, the Attorneys' Fees and Costs to Plaintiff's Counsel, and the Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees, as provided for by this Order and Judgment and the Settlement Agreement.

21. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain negotiable for 180 calendar days. Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund, in the name of the Aggrieved Employee.

22. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, by operation of this Order, the Aggrieved Employees (including Plaintiff) and the State of California (including the LWDA) shall for the PAGA Period fully, finally and forever release and discharge Defendants and the Released Parties from any and all PAGA Released Claims, as defined in the Settlement Agreement, and shall be forever barred from pursuing such PAGA Released Claims against Defendants and the Released Parties.

23. "Released Parties" means Defendant Seacrest Convalescent Hospital, Inc. and each of its former and present directors, officers, shareholders, owners (including without limitation Celia D. Valdomar), attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

24. "Released PAGA Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* interest, fees, and costs available under PAGA, that were alleged, or reasonably could have been alleged, based on the facts stated in the Actions, Complaints, and the PAGA Notice, including but not limited to, for failure to pay minimum, regular, and

overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to provide requisite notice(s) and information regarding material terms of employment at the time of hiring and during employment, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001.

25. "PAGA Period" means the period from July 16, 2020 through November 21, 2023.

26. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

27. A Non-Appeal Final Accounting Hearing is set for March 2, 2026 ~~at~~ in Department 1 of the above-entitled Court. A Final Report is due to be filed no later than February 26, 2026 confirming that disbursements were made pursuant to the Settlement and this Order and Judgment.

IT IS SO ORDERED AND ADJUDGED.



Date: 02/26/2025

Stuart M. Rice / Judge

Honorable Stuart M. Rice
Judge of the Superior Court

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Carol Bodden Guerrero ("Plaintiff"), for herself and as a representative of the State of California with respect to the Aggrieved Employees, and Defendant Seacrest Convalescent Hospital, Inc. ("Seacrest") and Defendant Celia D. Valdomar ("Valdomar") (collectively "Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

I. DEFINITIONS

The following terms, when used in this Agreement, shall have the following meanings:

1. "Actions" means the matters entitled *Carol Bodden Guerrero v. Seacrest Convalescent Hospital, Inc.*; *Celia D. Valdomar*, Los Angeles County Superior Court Case No. 21STCV29197, *Carol Bodden Guerrero v. Seacrest Convalescent Hospital, Inc.*; *Celia D. Valdomar*, Los Angeles County Superior Court Case No. 21LBCV00492, and as set forth in Plaintiff's correspondence to the California Labor and Workforce Development Agency ("PAGA Notice") dated July 16, 2021.

2. "Aggrieved Employees" consist of all current and former hourly-paid non-exempt employees who worked for Seacrest in the State of California during the PAGA Period. The number of Aggrieved Employees, including Plaintiff, is estimated to be 203 individuals.

3. "Complaints" means the Complaint titled *Carol Bodden Guerrero v. Seacrest Convalescent Hospital, Inc.*; *Celia D. Valdomar*, Los Angeles County Superior Court Case No. 21STCV29197 and the Complaint titled *Carol Bodden Guerrero v. Seacrest Convalescent Hospital, Inc.*; *Celia D. Valdomar*, Los Angeles County Superior Court Case No. 21LBCV00492.

4. "Court" means the Superior Court of California for the County of Los Angeles.

5. "Defendant Seacrest" means Defendant Seacrest Convalescent Hospital, Inc.

6. "Defendant Valdomar" means Defendant Celia D. Valdomar.

7. "Defendants" mean Defendant Seacrest Convalescent Hospital, Inc. and Defendant Celia D. Valdomar.

8. "Defense Counsel" means James A. Bowles, Richard S. Zuniga, and Elissa L. Gysi of Hill, Farrer & Burrill, LLP.

9. "Effective Date" means the latter of: (a) the Court's approval of the Settlement; or (b) the final resolution of any appeal that has been filed.

10. "Gross Settlement Amount" is the non-reversionary sum of One Hundred Eighteen Thousand Dollars and No Cents (\$118,000.00), which represents the total amount payable under this Agreement by Defendant Seacrest, including, without limitation, Individual

PAGA Payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff's attorneys' fees and costs, payment of Plaintiff's service payment, and payment to the Settlement Administrator for administration costs.

11. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

12. "Judgment" means the judgment entered by the Court based upon the approval of the Settlement.

13. "LWDA" means the California Labor and Workforce Development Agency.

14. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) settlement administration costs not to exceed \$5,000; (b) a Plaintiff's service payment not to exceed \$7,500; (c) Plaintiff's attorneys' fees up to thirty-three percent (33%); and (d) reimbursement of actual litigation costs and expenses not to exceed \$20,000.

15. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

16. "PAGA Notice" means Plaintiff's July 16, 2021 letter to Defendant Seacrest Convalescent Hospital, Inc. and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

17. "PAGA Period" means the time period from July 16, 2020 through November 21, 2023.

18. "Parties" means Plaintiff, Defendant Seacrest and Defendant Valdomar, collectively.

19. "Plaintiff" means Carol Bodden Guerrero, the named plaintiff in the Actions.

20. "Plaintiff's Counsel" means Arby Aiwazian, Joanna Ghosh, and Arman Marukyan of Lawyers for Justice, PC.

21. "Released PAGA Claims" means the claims being released by Plaintiff, the State of California, the LWDA, and Aggrieved Employees. as described in Paragraph III.5 below.

22. "Released Parties" means: Seacrest Convalescent Hospital, Inc. and each of its former and present directors, officers, shareholders, owners (including without limitation Celia D. Valdomar), attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

23. "Settlement Administrator" means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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II. RECITALS

This Settlement Agreement is made with reference to the following facts:

1. Plaintiff is a former employee of Defendant Seacrest. Plaintiff was employed by Defendant Seacrest from approximately December 2013 to approximately April 2021.

2. Plaintiff's Counsel submitted the PAGA Notice dated July 16, 2021 on behalf of Plaintiff to the LWDA and Defendants, to notify the LWDA and Defendants, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

3. On August 9, 2021, Plaintiff filed a Complaint for Class Action Damages against Defendants, entitled *Carol Bodden Guerrero v. Seacrest Convalescent Hospital, Inc.; Celia D. Valdomar*, Los Angeles County Superior Court Case No. 21STCV29197. On September 22, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, commencing a representative action under PAGA against Defendants, entitled *Carol Bodden Guerrero v. Seacrest Convalescent Hospital, Inc.; Celia D. Valdomar*, Los Angeles County Superior Court Case No. 21LBCV00492. On March 16, 2022, Plaintiff's class allegations were dismissed without prejudice. On March 18, 2022, the Class Action and PAGA matter were consolidated. On March 21, 2022, Plaintiff filed her First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Case No. 21STCV29197.

4. Defendant Seacrest provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for Plaintiff's Counsel to investigate Plaintiff's allegations and analyze the claims prior to mediation.

5. On November 21, 2023, the Parties participated in mediation of the Actions with Hon. Daniel Buckley (Ret.). With the assistance of the mediator, the Parties agreed to fully and finally resolve the Actions in their entirety.

6. The Parties, Plaintiff's Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Gross Settlement Amount.** The Parties agree to settle the Actions for the non-reversionary amount of One Hundred Eighteen Thousand Dollars and No Cents (\$118,000.00). Defendant Seacrest shall deposit the Gross Settlement Amount with the Settlement Administrator as follows:

a. Fifty percent of the Gross Settlement Amount (\$59,000.00) within thirty (30) calendar days of the Effective Date.

b. Fifty percent of the Gross Settlement Amount (\$59,000.00) within thirty (30) calendar days of the first payment.

If the date by which such payments by Defendant Seacrest are due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

2. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Administration Costs.** Defendants will not oppose a request for the Settlement Administrator's costs, in an amount not to exceed \$5,000, for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendant Seacrest, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

b. **Plaintiff's Service Payment.** Defendants will not oppose Plaintiff's request for a "Service Payment" in the amount not to exceed \$7,500 for serving as the representative plaintiff in the Actions. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiff.

c. **Plaintiff's Attorneys' Fees and Costs.** Defendants will not oppose Plaintiff's request for attorneys' fees in the amount up to 33% of the Gross Settlement Amount and costs not to exceed \$20,000 incurred in prosecuting the Actions. In the event the Court approves payments of less than these amounts, the difference will be added to the Net Settlement Amount. Defendant Seacrest, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel. Except as specifically provided herein, Defendants shall not be liable for costs or attorneys' fees regarding the PAGA released claims.

3. **Allocation of Net Settlement Amount.** One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to each Aggrieved Employee pro rata on the proportional number of pay periods worked during the PAGA Period.

4. **Escalator Clause.** Defendant Seacrest represents that there are approximately 203 Aggrieved Employees who worked approximately 4,600 Pay Periods. If the actual number of Pay Periods during the PAGA Period is more than ten percent (10%) above 4,600 (i.e. if there are more than 5,060 Pay Periods during the PAGA Period), the Gross Settlement Amount will be increased in proportion to the increase in Pay Periods over the 10% threshold (e.g., if the number of Pay Periods during the PAGA Period is 12% greater than 4,600, then Defendant Seacrest will increase the Gross Settlement Amount by 2%).

5. **Released PAGA Claims.** Plaintiff agrees that upon the Effective Date and the payment by Defendant Seacrest of the Gross Settlement Amount to the Settlement Administrator, Plaintiff, the State of California, (including the LWDA,) and Aggrieved Employees will fully and finally release the Released Parties from all claims for PAGA penalties

during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Actions, Complaints and the PAGA Notice. Upon entry of the Order approving the settlement and judgment entered thereon, Plaintiff, the State of California (including the LWDA), and all Aggrieved Employees will be forever barred from pursuing any and all of the Released PAGA Claims that arose during the PAGA Period against the Released Parties. This release of claims expressly excludes any non-PAGA claims held individually by Aggrieved Employees other than Plaintiff.

6. **Covenants and Representations by Plaintiff.**

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement.

b. Plaintiff acknowledges that he has read this Agreement, that he fully understands his rights, privileges and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

7. **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

8. **Filing of Motion for Approval of PAGA Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing the Motion for Approval of the Settlement and providing Defense Counsel with an opportunity to propose revisions to the Motion prior to filing.

9. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the Agreement, in which case the Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Agreement. However, if the Court declines to approve the Agreement as drafted, the Parties agree to attempt in good faith to amend the Agreement to resolve the Court's concerns with the Agreement, before either Party terminates the Agreement.

10. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Actions in accordance with the terms of the Settlement, retains jurisdiction over the Actions for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the PAGA Released Claims against Defendants. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff, the State of California, and Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Simpluris to handle the administration of this settlement.

2. **Provision of Information for Aggrieved Employees.** Within fourteen (14) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with information for Aggrieved Employees. Defendants will in good faith compile from its payroll records a list of Aggrieved Employees and shall include each Aggrieved Employee's full name, last known mailing address, total Affected Pay Periods worked during the PAGA Period, and Social Security numbers to the extent available from Defendants' records. The Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the settlement.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within twenty-one (21) calendar days after the Gross Settlement Amount has been fully funded, and after receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of an explanatory letter in the form attached as "Exhibit A," in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.3., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter, Exhibit A hereto. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee. It will be conclusively presumed that, if an envelope so mailed has not been returned within 30 days of the mailing, the Aggrieved Employee received the explanatory letter and Individual PAGA Payment.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed for more than 180 days after issuance (collectively, "Uncashed Checks"), will be deposited by the Settlement Administrator

with the California State Controller to be deposited in the Unclaimed Property Fund, in the name of the Aggrieved Employee.

5. **Distribution of Payments.** Within twenty-one (21) calendar days of the Gross Settlement Amount being fully funded, the Settlement Administrator shall issue payments to: (1) Aggrieved Employees; (2) the LWDA; (3) the Settlement Administrator for Court-approved administration costs incurred in connection with the Settlement; (4) Plaintiff for the Court-approved Service Payment; (5) Plaintiff's Counsel for Plaintiff's Counsel's Court-approved attorneys' fees and costs. All payments made by Defendants pursuant to this Settlement shall be held by the Settlement Administrator in an interest-bearing account until they are disbursed, with all accrued interest inuring to the benefit of the Aggrieved Employees in the form of pro rata increases to Aggrieved Employees' Individual PAGA Payments.

6. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences.** Neither Plaintiff nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Agreement.

8. **No Further Obligation.** The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

V. MISCELLANEOUS PROVISIONS

1. **No Admission of Liability.** Nothing in this Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit, or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendants each specifically disclaim any such liability or wrongdoing. Defendants do not admit to liability or to the suitability of this case for representative litigation other than for purposes of settlement. The Parties have entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Agreement and any related court documents or orders are not, and may not be cited or admitted as, evidence of liability. If the Court does not grant approval of this settlement, then the Parties revert to their previous positions and Defendants will contend that a representative action is not appropriate.

2. **Drafting.** The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Agreement for purposes of having terms construed against that Party.

3. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

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4. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Agreement, the Actions and Plaintiff's claims, except as otherwise set forth specifically herein.

5. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of California. This Agreement shall be deemed to have been entered into in Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Agreement, it shall be brought in the State of California, County of Los Angeles.

6. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Actions.

7. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the settlement as provided herein; or (ii) the settlement does not become final for any other reason, then this Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed.

8. **Judgment and Continued Jurisdiction.** After approval of this settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

9. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

10. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

11. **Execution and Counterparts.** This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

12. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

13. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

14. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

15. **Waiver.** No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

16. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

17. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

18. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and this Agreement has been executed with the consent and advice of counsel and reviewed in full.

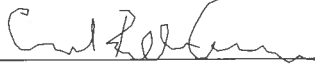
19. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

20. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Agreement, accepts, and agrees to the provisions contained in this Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Date: 6/04/24, 2024

Electronically Signed:  2024-06-05 06:50:08 UTC - 172.56.184.129
Himera AssureSign® 0a1f0a2e-d8a9-4195-8365-b18d013964c2

Carol Bodden Guerrero
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

SEACREST CONVALESCENT HOSPITAL, INC.

Date: 08/12/2024, 2024


Name: JOSEFINA M. DE LA CRUZ
Title: ADMINISTRATOR

Date: 8/2/24, 2024


Celia D. Valdomar

Approved as to form.

LAWYERS FOR JUSTICE, PC

Date: June 11, 2024


Arby Aiwanian
Joanna Ghosh
Arman Marukyan
Attorneys for Plaintiff Carol Bodden Guerrero

HILL, FARRER & BURRILL LLP

Date: _____, 2023

James A. Bowles
Richard S. Zuniga
Elissa L. Gysi
Attorneys for Defendants Seacrest Convalescent
Hospital, Inc. and Celia D. Valdomar



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Date: 6/04/24

2024


2024-06-06 06:50:08 UTC - 117 50 184 129

Carol Bodden Guerrero
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

SEACREST CONVALESCENT HOSPITAL, INC.

Date: _____, 2024

Name: _____

Title: _____

Date: 8/2/24, 2024


Celia D. Valdomar

Approved as to form.

LAWYERS FOR JUSTICE, PC

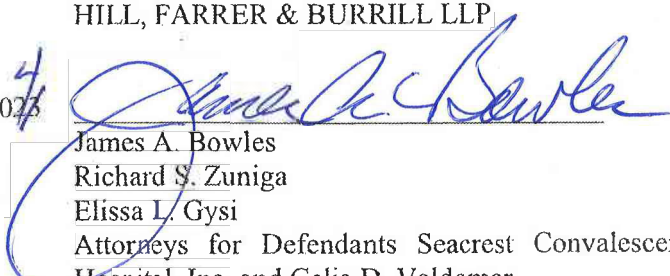
Date: June 11, 2024



Arby Aiwarzian
Joanna Ghosh
Arman Marukyan
Attorneys for Plaintiff Carol Bodden Guerrero

HILL, FARRER & BURRILL LLP

Date: AUGUST 7, 2024



James A. Bowles
Richard S. Zuniga
Elissa L. Gysi
Attorneys for Defendants Seacrest Convalescent
Hospital, Inc. and Celia D. Valdomar

Exhibit A

<<Mailing Date>>

[(Insert Name of Settlement Administrator) LETTERHEAD

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Guerrero v. Seacrest Convalescent Hospital, Inc. et al.*, Los Angeles County Superior Court Case Nos. 21LBCV00492 and 21STCV29197

Dear <<First Name>><<Last Name>>:

Enclosed you will find a check made payable to you. This is your payment from the court-approved settlement of the lawsuit entitled *Guerrero v. Seacrest Convalescent Hospital, Inc. et al.*, Los Angeles County Superior Court Case Nos. 21LBCV00492 and 21STCV29197 (the "Actions"). The Court approved the settlement on _____, 2024.

Simpluris, Inc. is the third-party administrator who has been appointed by the court to administer the settlement.

The Action was filed against Seacrest Convalescent Hospital, Inc. and Celia D. Valdomar ("Defendants") pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* ("PAGA"). The claim was brought on behalf of the State of California and current and former hourly-paid non-exempt employees who worked for Seacrest Convalescent Hospital, Inc. in the State of California during the PAGA Period (July 16, 2020 through November 21, 2023). You have been identified as one of the employees on whose behalf the case was brought because you were employed as a non-exempt employee by Seacrest Convalescent Hospital, Inc. during the PAGA Period.

The plaintiff in the case claimed that Defendants owed penalties under PAGA for certain California Labor Code violations. Defendants deny doing anything wrong and deny owing any penalties. The Parties agreed to resolve the case, and as part of that settlement, Defendants agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties are divided between the State and the aggrieved employees. The amount allocated to employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the employee worked for Seacrest Convalescent Hospital, Inc. during the PAGA Period. The enclosed check represents your portion of the penalties allocated to the employees.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement.

If you have questions, please contact _____ at _____

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On February 26, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

James A. Bowles (jbowles@hfbllp.com)
Elissa L. Gysi (egysi@hfbllp.com)
HILL, FARRER & BURRILL LLP
One California Plaza, 37th Floor
300 South Grand Avenue
Los Angeles, CA 90071-3147
Telephone: (213) 620-0460
Fax: (213) 624-4840

Attorneys for Defendants

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through **Case Anywhere** by electronically mailing a true and correct copy through **Case Anywhere** to the individual(s) listed above.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 26, 2025, at Glendale, California.



Danielle Cowan