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 12 *Aggrieved Employee of Defendants, for the State*
 13 *of California's Labor and Workforce*
Development Agency on Behalf of All Aggrieved
Employees of Defendants

14 *[Additional counsel listed on following page]*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 16 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
 17

18 MARTHA VILLANUEVA, An Aggrieved
 Employee of Defendants, on Behalf of the
 19 State of California's Labor and Workforce
 Development Agency for All Aggrieved
 20 Employees of Defendants,

21 Plaintiff,

22 v.

23 ARCADIA CARE CENTER, LLC.,
 a California Corporation; and DOES 1-100,
 24 Inclusive,

25 Defendants.
 26
 27
 28

FILED
 Superior Court of California
 County of Los Angeles
06/01/2022
 Sherri R. Carter, Executive Officer / Clerk of Court
 By: E. Garcia Deputy

Case No. 21STCV40968

**STIPULATION FOR APPROVAL OF
 SETTLEMENT OF PAGA ACTION;
~~PROPOSED~~ ORDER AND JUDGMENT**

Assigned for All Purposes to:
 Hon. Maureen Duffy-Lewis, Dept. 38

Action Filed: November 5, 2021
 Trial Date: Not Set

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Arcadia Care Center, LLC.

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1 This Joint Stipulation for Approval of PAGA Action and Entry of Judgment is submitted
2 by Plaintiff Martha Villanueva (“Plaintiff”) and Defendant Arcadia Care Center, LLC.
3 (“Defendant”) (Plaintiff and Defendant shall be referred to collectively as the “Parties”), by and
4 through their respective undersigned counsel of record. The Parties hereby stipulate and agree as
5 follows:

6 **STIPULATION**

7 **I. THE ACTION**

8 WHEREAS, on August 13, 2021, Plaintiff complied with the requirements set forth in
9 Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act of 2004 (hereinafter,
10 “PAGA”) by sending a letter notification, by online submission to the Labor and Workforce
11 Development Agency (“LWDA”), setting forth the facts and theories of the violations alleged
12 against Defendant, and did not receive a response from the LWDA advising of its intent to
13 investigate the matter within the requisite time. (Declaration of Raymond P. Boucher [“Boucher
14 Decl.”] at ¶ 5; Ex. 3.) Due to inadvertent administrative error, Plaintiff’s August 13, 2021 PAGA
15 notice was not concurrently served on Defendant.

16 WHEREAS, on November 5, 2021, Plaintiff filed her Complaint on behalf of the LWDA
17 in the Superior Court of California for the County of Los Angeles, thereby commencing this
18 Action for civil penalties pursuant to Labor Code § 2699(f) for alleged violations of Labor Code
19 §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1194, 1198, and 1199 and pursuant to Labor
20 Code § 2699(a) for alleged violations of Labor Code §§ 210, 226.3, and 558, for aggrieved
21 employees who worked at Defendant’s facilities in California. (Boucher Decl. at ¶ 6; Ex. 4.) On
22 November 18, 2021 Plaintiff first delivered to Defendant the notice that Plaintiff had previously
23 provided to the LWDA, of Plaintiff’s intent to pursue relief against Defendant under PAGA. (*Id.*)

24 WHEREAS, on December 28, 2021, Defendant filed its answer to Plaintiff’s Complaint.
25 (*Id.* ¶ 7.)

26 **II. MEDIATION AND REASONABLENESS OF PROPOSED SETTLEMENT**

27 WHEREAS, on January 27, 2022, in an attempt to resolve the claims asserted in this
28 Action, the Parties participated in an early, private mediation with experienced mediator, Hon.

1 Carl J. West. (*Id.* ¶ 8.)

2 WHEREAS, in advance of the mediation, Plaintiff conducted informal discovery to
3 ascertain the size of the aggrieved employee group, the number of affected pay periods at issue
4 among them, and the strength of Plaintiff's claims. (*Id.*)

5 WHEREAS, through mediation, the Parties engaged in an arm's-length negotiation and
6 reached a proposed resolution of the PAGA claims asserted in the Complaint. Based on the
7 information and documents obtained through informal discovery and during mediation, Plaintiff
8 assessed the realistic maximum value of the PAGA claims to be approximately \$160,000 (at the
9 rate of a \$50 penalty for 3,200 pay periods at issue for approximately 231 aggrieved employees
10 during the applicable time frame, without stacking multiple violations). (Boucher Decl. at ¶ 9).

11 WHEREAS, the amount of the settlement is \$150,000, which represents over 93% of the
12 realistic, maximum recoverable discretionary civil penalties and includes an apportionment for
13 payment of attorneys' fees and costs recoverable under Labor Code section 2699(g)(1), and
14 reasonable general release payment to Plaintiff. (Boucher Decl. at ¶ 10.)

15 WHEREAS, the settlement amount represents a fair compromise of the claims, is fair and
16 reasonable, effectuates the purpose of the PAGA of enforcing California's laws, and warrants
17 approval by the Court. (Boucher Decl. at ¶¶ 4, 16-20; Exs. 1 and 2.)

18 **III. PROPOSED PAGA SETTLEMENT TERMS**

19 WHEREAS, the Parties may obtain court approval of the proposed PAGA settlement by
20 stipulation and proposed order, as Labor Code section 2699(l)(2) does not require the filing of a
21 motion or a court hearing to obtain court approval of a PAGA Settlement, and seeking approval by
22 stipulation and proposed order instead of a motion set for hearing may avoid some delay with
23 obtaining approval of the settlement, particularly given the current impact of the COVID-19
24 pandemic on the Court. (Boucher Decl. at ¶ 21.)

25 WHEREAS, the Settlement provides that Defendant will pay a Gross Settlement Fund
26 amount of One Hundred Fifty Thousand Dollars (\$150,000) by depositing the Gross Settlement
27 Fund with a Settlement Administrator within thirty (30) days after the Effective Date. This amount
28 represents the maximum amount payable in this settlement by Defendant and includes payments

1 of the LWDA Payment, Gross Penalties Fund, Plaintiff's Service Award, Settlement
2 Administration Fees and Costs, and all PAGA Class Counsel's Attorneys' Fees and Costs, as
3 those terms are defined in the Parties' Stipulation of PAGA Action Settlement (Settlement or
4 Settlement Agreement"). The Settlement Agreement is attached to the Declaration of Raymond P
5 Boucher as "Exhibit G".

6 WHEREAS, Simpluris, Inc., has been selected by the Parties as the Settlement
7 Administrator and the anticipated cost of settlement administration is not to exceed \$4,101.
8 (Boucher Decl., Ex. G, IV(D), V; Ex. H.)

9 WHEREAS, in recognition of his effort and work in prosecuting this Action for the benefit
10 of the LWDA and Aggrieved Employees, and also for a general release of her claims, including
11 without limitation a release of his potential individual claims, Defendant does not oppose payment
12 from the Gross Settlement Fund to Plaintiff a one-time Service Award payment in the maximum
13 amount of \$5,000 pursuant to the terms set forth in the Settlement. (Boucher Decl., Ex. G, IV(C).)

14 WHEREAS, Plaintiff requests and Defendant does not oppose, payment from the Gross
15 Settlement Fund of \$50,000 as compensation for the reasonable Attorneys' Fees (one third of the
16 Gross Settlement Fund) and reimbursement of \$8,975.81 in reasonable Litigation Expenses
17 incurred in litigating this Action, pursuant to Labor Code Section 2699(g)(1) and pursuant to the
18 terms set forth in the Settlement. (Boucher Decl., Ex. G, IV(B).)

19 WHEREAS, after payment of the requested Attorneys' Fees (\$50,000), reasonable
20 Litigation Expenses (\$8,975.81), Settlement Administration Costs not to exceed \$4,101.00, and
21 Plaintiff's Service Award (\$5,000), the remaining sum estimated to be \$81,923.19 shall constitute
22 the Penalties Fund, from which the requisite seventy-five percent (75%) will be sent to the LWDA
23 (\$61,442.39) and twenty-five percent (25%) will be allocated among the Aggrieved employees
24 (\$20,480.80) based on their proportionate share of the work weeks worked during the PAGA
25 Period), as per the distribution specified in Labor Code section 2699(i) and the terms of the
26 Settlement. (Boucher Decl., Ex. G, IV(E).)

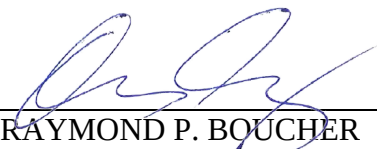
27 WHEREAS, the Parties request that the Court enter the accompanying order, approving
28 the PAGA Settlement (attached to the Boucher Declaration as Exhibit E), as permitted by Labor

Code § 2699(l), and for an entry of judgment.

IT IS SO STIPULATED.

DATED: May 3, 2021

BOUCHER LLP

By: 

RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
ALEXANDER GAMEZ

*Attorneys for Plaintiff Martha Villanueva, an
Aggrieved Employee of Defendants, for the State
of California's Labor and Workforce
Development Agency on Behalf of All Aggrieved
Employees of Defendants*

DATED: May 3, 2022

DE CASTRO LAW GROUP, P.C.

By: 

JOSE-MANUEL A. DE CASTRO
DAVID G. LARMORE
LORI V. MINASSIAN

*Attorneys for Defendant
Arcadia Care Center, LLC*

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1. Except as otherwise defined in this Order and Judgment (“Order”), all capitalized terms have the same meaning as defined in the Settlement Stipulation attached as Exhibit 1 to this Order.

3. The Court confirms approval of the Settlement as to the Aggrieved Employees.

5. The Settlement is approved under Labor Code § 2699(l)(2).

7. The Court finds that each Aggrieved Employee, in accordance with the Settlement, releases all Released Claims against the Released Parties.

7

1 9. The Court approves Simpluris Inc. to act as the Settlement Administrator. The Court
2 awards the Settlement Administrator in this Action its actual fees and costs in accordance with the
3 terms of the Settlement Agreement, not to exceed \$4,101.00.

4 10. The Court approves Boucher LLP and the Law Offices of Sahag Majarian II as
5 PAGA Representative Counsel.

6 11. The Court awards PAGA Representative Counsel attorneys' fees in the amount of
7 \$50,000 and actual litigation costs not to exceed \$8,975.81, both of which the Court finds to be fair
8 and reasonable. The Court authorizes the Settlement Administrator to make these payments, in
9 accordance with the terms of the Settlement Agreement.

10 12. The Court authorizes the Settlement Administrator to calculate and pay the
11 Individual Penalty Payments in accordance with the terms of the Settlement Agreement.

12 13. The Court finds that Penalties Fund of \$81,923.19 in civil penalties is fair and
13 reasonable. The Court authorizes the Settlement Administrator to pay the Penalties Fund amount
14 to the LWDA and to Aggrieved Employees, in their respective proportions (*i.e.* 75% to the LWDA
15 and 25% to the Aggrieved Employees), in accordance with the terms of the Settlement Agreement.

16 14. The Court finds the Representative Plaintiff's Service Award in the sum of \$5,000 is
17 fair and reasonable. The Court authorizes the Settlement Administrator to pay the Representative
18 Plaintiff's Service Award, in accordance with the terms of the Settlement Stipulation.

19 15. Checks for Individual Penalty Payments sent to Aggrieved Employees shall be valid
20 for 180 days after issuance. Funds remaining from any checks for Individual Penalty Payments
21 uncashed after 180 days will be dispersed to the state controller unpaid payment fund in the name
22 of the Aggrieved Employee.

23 16. Upon completion of the administration of settlement described in the Settlement
24 Stipulation, the Settlement Administrator will provide written certification of the completion to the
25 Court and counsel for the Parties which shall be filed with the Court within 30 days after completion
26 of the Settlement.

27 17. Without affecting the finality of this order and entry of judgment, the Court retains
28 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,

1 implementing, and enforcement of this Order and the Settlement Stipulation.

2 18. Nothing in this Order or the Settlement Stipulation shall be construed as an admission
3 or concession by any party. The Settlement Stipulation and this resulting Order and entry of
4 judgement represent a compromise of disputed allegations.

5 19. The Court enters final judgment in accordance with the terms of the Settlement
6 Stipulation and this Order.

7 20. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
8 LWDA within 10 days of the date of this Order and entry of judgment.

9 21. The Court shall set an Order to Show Cause Regarding Dismissal of Action on ~~or~~
10 June 9, 2022, at 8:30 a.m., in Department 38. If case is dismissed prior to the said hearing date,
11 ~~before~~ , 20 .
no appearances are necessary. Notice by Plaintiff's Counsel.

12 **IT IS SO ORDERED.**

13
14 Dated: 06/01/2022



Maureen Duffy-Lewis
JUDGE OF THE SUPERIOR COURT
Maureen Duffy-Lewis / Judge

1 **PROOF OF SERVICE**

2 **Villanueva v. Arcadia Care Center, LLC., et al.**
3 **Case No. 21STCV40968**

4 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

5 At the time of service, I was over 18 years of age and not a party to this action. I am
6 employed in the County of Los Angeles, State of California. My business address is 21600
Oxnard Street, Suite 600, Woodland Hills, CA 91367-4903.

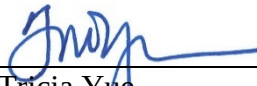
7 On May 4, 2022, I served true copies of the following document(s) described as
8 **STIPULATION FOR APPROVAL OF SETTLEMENT OF PAGA ACTION; [PROPOSED]**
9 **ORDER AND JUDGMENT** on the interested parties in this action as follows:

10 **SEE ATTACHED SERVICE LIST**

11 **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Pursuant to Code of Civil
12 Procedure section 1010.6 and California Rule of Court 2.251, or pursuant to the Court's order
authorizing electronic service, or by an agreement of the parties, I caused the document(s) to be
sent from e-mail address Yue@boucher.la to the persons at the e-mail addresses listed in the
Service List. I did not receive, within a reasonable time after the transmission, any electronic
message or other indication that the transmission was unsuccessful.

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

15 Executed on May 4, 2022, at Woodland Hills, California.

16 
17 Tricia Yue

SERVICE LIST
Villanueva v. Arcadia Care Center, LLC., et al.
Case No. 21STCV40968

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