

1. A judgment, decree, or order was entered in this action on *(date)*: September 23, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

PLAINTIFF/PETITIONER: Carolina Medina and Anthony Naylor
 DEFENDANT/RESPONDENT: 5648 East Gotham Street, LLC, et al.

CASE NUMBER:
 21NWCV00450/ Dept. L

**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: October 6, 2025

Julietta Meza

(TYPE OR PRINT NAME OF DECLARANT)



Julietta Meza

(SIGNATURE OF DECLARANT)

EXHIBIT A

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15 *Attorneys for Plaintiffs Carolina Medina and Antyhony Naylor*

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

28 **[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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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 b. Fifteen Thousand Dollars and No Cents (\$15,000.00), or Seven Thousand Five Hundred
15 Thousand and No Cents (\$7,500.00) each, to named Plaintiffs Carolina Medina and
16 Anthony Naylor ("Plaintiffs' Representative Payments") from the Gross Settlement
17 Amount, to compensate them for their services in prosecuting the Action and performing
18 work in support of the Action;
- 19 c. Six Thousand Nine Hundred Ninety Dollars and No Cents (\$6,990.00) to the Settlement
20 Administrator, Apex Class Action Administration Solutions ("Settlement Administrator
21 Payment") from the Gross Settlement Amount for administration expenses incurred by
22 the Settlement Administrator; and
- 23 d. The Net Settlement Amount remaining after the deducting of the Plaintiffs' Counsel
24 Payment, Plaintiffs' Representative Payments, and Settlement Administrator Costs, One
25 Hundred Fifty-Eight Thousand Five Hundred Twenty-One Dollars and Sixty-One Cents
26 (\$158,521.61), shall be distributed to the California Labor and Workforce Development
27

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

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 October 6, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

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Brendan J. Burton
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Attorneys for Defendants 5648 East Gotham Street, LLC., et al.

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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 October 6, 2025, at Glendale, California.


Julieta Meza

PROOF OF SERVICE