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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

LAKISHA LAWSON, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

BALBOA NURSING & REHABILITATION
CENTER, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2021-00050317-CU-OE-CTL
Assigned to Hon. Euketa Oliver, Dept. C-75

Complaint Filed: November 30, 2021
Trial Date: Not set

PAGA REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT**

Reservation No.: 101549

Approval Hearing Date

Date: December 18, 2026
Time: 9:00 a.m.
Dept.: C-75

1 This matter came on for hearing on December 18, 2026 at 9:00 a.m. in Department C-75
2 of the above-entitled Court, the Honorable Euketa Oliver presiding. Plaintiff Lakisha Lawson
3 (a “Plaintiff”) now seeks an approval of the PAGA Settlement Agreement and Notice of PAGA
4 Action Settlement (the “Settlement” or “Settlement Agreement”) for the amount of \$346,500.00 (the
5 “Gross Settlement Amount”) between Plaintiff and Defendant Balboa Nursing & Rehabilitation
6 Center (“Defendant” and together with Plaintiff, the “Parties”). A true and correct copy of the
7 PAGA Settlement Agreement (the “Settlement” or “Settlement Agreement”) and PAGA Notice
8 Cover Letter (the “Notice”) is attached to the Declaration of Alan Wilcox in Support of Plaintiff’s
9 Motion to Approve PAGA Settlement (the “PAGA Counsel Declaration”) as **Exhibit 2** submitted
10 concurrently with Plaintiff’s Motion to Approve PAGA Settlement (the “Motion”).

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Settlement filed in this case (hereinafter referred to as the (“Action” or “Operative Complaint”).

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff,
15 Defendant, and Apex Class Action Administration (the “Administrator”).

16 3. The Court appoints Benjamin H. Haber, Daniel J. Kramer, Alan A. Wilcox, and
17 Conor J.D. Gomez as “PAGA Counsel” in this Action.

18 4. \$346,500.00 will be paid by Defendant, with that amount potentially increasing if
19 the Escalator Clause described below is triggered (the “Gross Settlement Amount” or “GSA”);

20 5. The following amounts will be deducted from the Gross Settlement Amount, and
21 the remainder will be the “Net Settlement Amount”:

22 (a) The Court approves payment to Plaintiff’s counsel, Wilshire Law Firm, PLC
23 (“WLF”), in the amount of \$115,500.00 (the “PAGA Counsel Fees
24 Payment”).

25 (b) The Court approves payment to WLF for litigation costs in the amount of
26 \$19,613.22 (the “PAGA Counsel Litigation Expenses Payment”).
27
28

1 (a) The Court approves payment to the Administrator of \$5,500.00 for its
2 reasonable costs and fees to administer the Settlement (the “Administration
3 Expenses Payment”).

4 (b) The Court approves \$10,000.00 to be paid to Plaintiff as the “PAGA
5 Representative Service Award” for her efforts as a named plaintiff and
6 representative in this Action.

7 6. Of the Net Settlement Amount (\$195,886.78), 75% (or \$149,915.09) is allocated to
8 the California Labor and Workforce Development Agency (“LWDA PAGA Payment”); and 25%
9 (or \$48,971.69) is allocated to the Aggrieved Employees (“Individual PAGA Payment”).

10 7. The “PAGA Period” is defined as the period from September 3, 2020, to March 21,
11 2024.

12 8. “Aggrieved Employee” means a person employed by Defendant in California and
13 classified as a non-exempt or hourly-paid employee who worked for Defendant during the PAGA
14 Period.

15 9. Effective Date means the date by when both of the following have occurred: (a) the
16 Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is
17 final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court
18 enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final
19 resolution of that appeal (including any requests for rehearing and/or petitions for writ of certiorari)
20 resulting in final judicial approval of the Settlement.

21 10. The Court directs Defendant to fully fund the Gross Settlement Amount by
22 transmitting the funds to the Settlement Administrator within 14 days of the Effective Date.

23 11. The amount of each Aggrieved Employee’s Individual PAGA Payment will be
24 calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties
25 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
26 PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay
27 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
28 Individual PAGA Payment.

1 12. The Court directs the Parties and the Administrator to carry out the terms of the
2 Settlement.

3 13. Effective on the date when Defendant fully funds the Gross Settlement Amount,
4 Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against Defendant and
5 each of its former and present directors, officers, shareholders, owners, members, attorneys,
6 insurers, predecessors, successors, assigns, subsidiaries, and affiliates. ("Released Parties") as
7 follows:

8 (a) Plaintiff's Release. Plaintiff and her respective former and present spouses,
9 representatives, agents, attorneys (including PAGA Counsel), heirs,
10 administrators, successors, and assigns generally, release and discharge
11 Released Parties from all claims, transactions, or occurrences that occurred
12 during the PAGA Period, including, but not limited to: all claims that were,
13 or reasonably could have been, alleged, based on the facts contained in the
14 Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's
15 Release does not extend to any claims or actions to enforce this Agreement,
16 or to any claims for vested benefits, unemployment benefits, disability
17 benefits, social security benefits, workers' compensation benefits that arose
18 at any time, or based on occurrences outside the PAGA Period. Plaintiff
19 acknowledges that Plaintiff may discover facts or law different from, or in
20 addition to, the facts or law that Plaintiff now knows or believes to be true
21 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective
22 in all respects, notwithstanding such different or additional facts or
23 Plaintiff's discovery of them. Plaintiff's release will also include dismissal of
24 the separate action entitled *Lakisha Lawson v. Balboa Nursing &*
25 *Rehabilitation Center*, filed on August 31, 2021, in the San Diego County
26 Superior Court, Case No. 37-2021-00037281-CU-OE-CTL (the "Separate
27 Action"). The Separate Action originally commenced as a class action but
28 was ultimately compelled to individual arbitration. The Separate Action has

1 been stayed pending completion of the individual arbitration. Plaintiff will
2 dismiss this Separate Action, specifically Plaintiff's individual claims with
3 prejudice and any remaining class claims without prejudice no later than (5)
4 business days following the Effective Date.

5 (b) Release by Aggrieved Employees: All Aggrieved Employees are deemed to
6 release, on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
8 the Released Parties from all claims for PAGA penalties that were alleged, or
9 reasonably could have been alleged, based on the PAGA Period facts stated in
10 the Operative Complaint, and the PAGA Notice, including but not limited to, any
11 claims for civil penalties based on failure to pay overtime wages; failure to pay
12 overtime wages at the appropriate regular rate of pay; failure to pay minimum
13 wages; any claims for additional wages owed due to "off the clock" work; failure
14 to provide meal periods or compensation in lieu thereof; failure to provide rest
15 periods or compensation in lieu thereof; failure to timely pay all wages due;
16 failure to indemnify for necessary expenditures; failure to pay all wages earned
17 at least twice during each calendar month; waiting time penalties; wage statement
18 violations failure to keep and maintain accurate payroll records; unfair
19 competition under Bus. & Prof. Code section 17200 et seq. (in connection with
20 the allegationsbrought in the Action); violation of Labor Code sections 201, 203,
21 204, 210, 226, 226.7, 510, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and
22 the applicable Wage Order and/or claims for attorneys' fees under Code of Civil
23 Procedure section 1021.5 and/or claims for interest under Civil Code Sections
24 3287(b) and 3289.

25 14. Pursuant to the Settlement, the Court dismisses the class claims without prejudice
26 pursuant to California Rules of Court, Rule 3.770. As the Court has not ruled on class certification
27 and no notice has been sent to putative class members, dismissal of the class claims without
28 prejudice is appropriate.

1 15. Pursuant to California Code of Civil Procedure section 664.6, the Court retains
2 jurisdiction over the Parties, their counsel, and the Administrator to enforce the Settlement.

3 16. PAGA Counsel shall submit a copy of this Order to the LWDA within seven (7)
4 days of the entry of the Order.

5 17. _____
6 _____
7 _____
8 _____.

9
10 DATE:

Honorable Euketa Oliver
San Diego County Superior Court