

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Kyle R. Nordrehaug (State Bar 205975)
Aparajit Bhowmik (State Bar 248066)
Christine T. LeVu (State Bar #288271)
Adolfo Sanchez Contreras (State Bar #354371)
Justin Hewgill (State Bar #259528)

2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN**

ROLLETA MANGARON, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

DOCTORS HOSPITAL OF MANTECA,
INC. a California Corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. **STK-CV-UOE-2022-2437**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: _____
Hearing Time: 9:00 a.m.
[Proposed Hearing Dates are 9/29/26,
9/30/26, 10/6/26, 10/7/26, and 10/8/26]

J Judge: Hon. John Soldati
Dept.: 10D

Action Filed: Aril 5, 2022
Trial Date: Not Set

1 **ORDER AND JUDGMENT**

2 Plaintiff Rolleta Mangaron (“Plaintiff”) moves for approval of the settlement of
3 Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”),
4 pursuant to California Labor Code § 2699(1), against Defendant Doctor’s Hospital of Manteca,
5 Inc., (“Defendant”).

6 Plaintiff exhausted all administrative remedies required to bring the PAGA claims
7 asserted in this action and is authorized to act as private attorney general with respect to the
8 PAGA claims being released under the terms of the Settlement Agreement and Release of
9 PAGA Claim (“Agreement”), which is incorporated by reference. The California Labor
10 Workforce Development Agency was provided with notice of the Settlement and the motion
11 for approval of the PAGA settlement via its online process and no objection has been received
12 to the settlement or the motion from the Labor Workforce Development Agency.

13 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
14 Payment to be paid as part of the settlement as set forth in the Agreement which was filed with
15 the Court. The settlement provides for a Gross Settlement Amount in the total sum of
16 \$516,000, which includes the PAGA Payment, the Administration Expenses Payment (not to
17 exceed \$8,000) for ILYM Group Inc. to administer the settlement, PAGA Counsel Fees
18 Payment in the amount of \$172,000 (one-third of the Gross Settlement Amount), a Service
19 Award in the amount of \$10,000, and PAGA Counsel Litigation Expenses Payment in the
20 amount of \$34,007.77. The PAGA Payment of no less than \$291,992.23, which is the amount
21 remaining of the Gross Settlement Amount after deduction of the Administration Expenses
22 Payment, the Service Award and Settlement Counsel Fees Payment and Settlement Counsel
23 Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties, including other
24 civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the
25 LWDA (no less than \$218,994.17) and 25% will be paid to the Settlement Employees (no less
26 than \$72,998.06).

27 The Court, having reviewed the evidence and papers submitted and argument of
28

1 counsel, pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff's motion
2 and approves the PAGA settlement as set forth in the Agreement and the PAGA Payment,
3 which shall be allocated and paid out as set forth in the Agreement.

4 The "Aggrieved Employees" are defined as all individuals who are or previously were
5 employed by Defendant who were classified as non-exempt in the State of California during
6 the PAGA Period. The PAGA Period is the period from January 24, 2021 through January 5,
7 2026.

8 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
9 Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement)
10 shall be entitled to a release of the Released PAGA Claims. PAGA Employees and all persons
11 purporting to act on the PAGA Employees' behalf or purporting to assert a claim under or
12 through them, shall be deemed to have fully, finally, and forever released, settled,
13 compromised, relinquished, and discharged Defendant and any and all Released Parties of and
14 from any and all claims for the PAGA civil penalties pleaded or which reasonably could have
15 been pleaded arising, in whole or in part, from the facts and/or allegations contained in the
16 PAGA Notice (including any amended PAGA Notice) against the Released Parties, that arose
17 during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims include
18 any claims for PAGA civil penalties which reasonably could have been alleged under the facts
19 and/or allegations pleaded in the PAGA Notice, including as amended at any time, and
20 Operative Complaint for: (1) Failure to pay minimum and regular rate wages; (2) failure to
21 pay overtime compensation; (3) Failure to provide meal periods or provide premiums in lieu
22 thereof; (4) Failure to provide rest periods or provide premiums in lieu thereof; (5) Failure to
23 pay timely wages at termination; (6) Failure to pay timely wages during employment; (7)
24 Failure to provide accurate itemized wage statements; (8) failure to reimburse business
25 expenses, (9) failure to pay sick wages; as well as any claims under the California Labor Code
26 for violations of Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 233,
27 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, or those claims based on the facts in he
28

1 PAGA Notice or Operative Complaint for violations under the applicable IWC Wage Orders;
2 and California Code of Regulations, Title 8, section 11000, (10)claims for interest, penalties
3 (including, but not limited to, waiting time penalties), or premiums in connection therewith,
4 and unpaid business expenses and costs, attorneys' fees, costs, injunctive relief, or any other
5 forms of relief arising from any of the aforementioned Released PAGA Claims. The Released
6 PAGA Claims do not include any claims that cannot be released as a matter of law. To the
7 extent the LWDA has released the Released PAGA Claims in connection with this Settlement
8 Agreement, no PAGA Employee may pursue these same Released PAGA Claims in another
9 action. The PAGA Employees are collaterally estopped from pursuing the Released PAGA
10 Claims. After the Court grants Approval, Plaintiff will provide the LWDA with a copy of the
11 Judgment which will include a list of the PAGA Employees during the PAGA Period. The
12 express purpose of the Agreement and this Judgment is to forever bar Plaintiff, the LWDA,
13 and any other individual or entity acting on behalf of or purporting to act on behalf of the
14 LWDA (including all PAGA Employees) from asserting any of the Released PAGA Claims
15 that occurred during the PAGA Period in any future litigation. Plaintiff does not release any
16 PAGA Employees' claim for wages and damages. The Released PAGA Claims shall not
17 include any other claims, including Plaintiff's Individual Settlement, claims for vested
18 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
19 unemployment insurance, disability, social security, workers' compensation, Plaintiff's
20 Individual Arbitration Claims, or claims based on facts occurring outside the PAGA Period or
21 any class claims.

22 This settlement (including this Order) cannot be used, directly or indirectly, to
23 introduce, use, or admit in this case or in any other judicial, arbitral, administrative,
24 investigative or other forum or proceeding, as purported evidence of any violation of any
25 federal, state, or local law, statute, ordinance, regulation, rule or executive order (*i.e.*, evidence
26 of a "first" or "initial" violation), or any liability, obligation, or duty at law or in equity, or for
27 any other purpose. This settlement (including this Order) shall not be construed to be an
28

1 admission by Defendant of any liability or wrongdoing as to Plaintiff, the Aggrieved
2 Employees, or any other person, and Defendant specifically disclaims any such liability or
3 wrongdoing.

4 This claim asserted under PAGA in this action is dismissed with prejudice. After entry
5 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
6 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret,
7 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge
8 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or
9 in connection with the distribution of settlement benefits.

10 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
11 **ENTERED ACCORDINGLY.**

12
13 DATED: _____

14 THE HONORABLE JOHN SOLDATI
JUDGE OF THE SUPERIOR COURT
15
16
17
18
19
20
21
22
23
24
25
26
27
28