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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CHIDINMA OLISAEMEKA, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiffs,

v.

LYNWOOD HEALTHCARE CENTER, an
unknown business entity; LYNWOOD POST
ACUTE CARE CENTER, an unknown
business entity; AG LYNWOOD, LLC, a
California limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Lead Case No. 22STCV13175

Consolidated Case No. 22CMCV00121

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

Date: February 26, 2025

Time: 10:00am

Moving Papers Due by: January 27, 2025

Opposition Due by: February 6, 2025

Reply Papers Due by: February 13, 2025

Judge: Hon. Elaine Lu

Dept: 9

LAWYERS FOR JUSTICE, PC

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Attorneys for PLAINTIFF

1 Plaintiff CHIDINMA OLISAEMEKA (“Plaintiff”) moves for approval of the settlement of
2 Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”),
3 pursuant to California Labor Code § 2699(s), against LYNWOOD HEALTHCARE CENTER,
4 LYNWOOD POST ACUTE CARE CENTER, and AG LYNWOOD, LLC (“Defendants”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
7 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
8 of PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development
9 Agency (“LWDA”) was provided with notice of the settlement and the motion for approval of the
10 settlement via its online process and no objection has been received to the settlement or the motion
11 from the LWDA. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the
12 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
13 Agreement, which was filed with the Court (“PAGA Settlement”). The PAGA Settlement provides
14 for a Gross Settlement Amount in the total sum of \$205,000, which includes the Net Settlement
15 Amount, PAGA Counsel Award in the amount of \$98,333.33, comprised of attorneys’ fees in the
16 amount of \$68,333.33 and reimbursed litigation expenses in the amount of \$30,000, Claims
17 Administration Costs estimated in the amount of \$5,500, and a service award in the amount of
18 \$10,000. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount
19 after the deduction of the Claims Administration Costs, PAGA Counsel Award and Service Award.
20 The Administrator will be Apex Class Action LLC. The sum of any settlement checks not cashed
21 within 180 days, or the extended deadline as provided in the Settlement Agreement, the
22 Administrator shall transmit the funds represented by such checks to the Community Law Project
23 in accordance with CCP § 384. The Court approved the Gross Settlement Amount and the
24 distributions of the Gross Settlement Amount as set forth above.

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,
26 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the
27 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
28 which shall be allocated and paid out as set forth in the Settlement Agreement. The “Aggrieved

1 Employees” are defined as all current and former non-exempt employees who worked for Lynwood
2 Healthcare Center, Lynwood Post Acute Care Center or AG Lynwood LLC (“Defendants”) and
3 performed work in California during the period from March 4, 2021, to July 7, 2024 (“PAGA
4 Period”). Upon entry of Judgment and funding in full of the PAGA Settlement by Defendant,
5 Defendant and each of its former and present directors, officers, shareholders, owners, members,
6 attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (“Released
7 Parties”) shall be entitled to a release from the State of California, the LWDA, Plaintiff and the
8 Aggrieved Employees as to the following claims: all PAGA claims that were alleged or could have
9 reasonably been alleged against Defendants based upon the facts and circumstances identified in
10 Plaintiff’s original PAGA Notice on March 4, 2022, and in the Operative Complaint filed in the
11 PAGA Action on behalf of the Aggrieved Employees, which arose during the PAGA Period..
12 (“Released PAGA Claims”).

13 Neither the Settlement Agreement nor the settlement contained therein, nor any act
14 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
15 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
16 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
17 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
18 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
19 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
20 this action in any other action that may be brought against it or them in order to support a defense
21 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
22 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
23 similar defense or counterclaim.

24 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
25 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
26 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
27 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
28 the distribution of settlement benefits.

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

DATED: _____, 2025

THE HONORABLE ELAINE LU
JUDGE OF THE SUPERIOR COURT