

Nicol E. Hajjar (SBN 303102)
 nicol.hajjar@wilshirelawfirm.com
 Rachel J. Vinson (SBN 331434)
 rachel.vinson@wilshirelawfirm.com
 Alan Wilcox (SBN 287476)
 alan.wilcox@wilshirelawfirm.com
 Karen L. Wallace (SBN 272309)
 karen.wallace@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
 660 S. Figueroa Street, Sky Lobby
 Los Angeles, CA 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

IANNA DAVID, individually, and on behalf
 of all others similarly situated,

Plaintiff,

v.

NORWALK RETIREMENT VILLA, LLC, a
 limited liability company; and DOES 1
 through 10, inclusive,

Defendants.

Case No.: 25NWCV01524
 Related to 25STCV05682

*[Assigned for all purposes to the Hon. William
 F. Highberger, Dept. 10]*

**~~PROPOSED~~ ORDER GRANTING
 PLAINTIFF'S MOTION TO APPROVE
 THE PAGA SETTLEMENT AND ENTER
 JUDGMENT**

Complaint filed: April 28, 2025
 Trial date: None Set

PROPOSED ORDER

Having reviewed Plaintiff's unopposed Motion to Approve the PAGA Settlement ("Motion"), for good cause shown, the Motion is hereby **GRANTED** and the Settlement is **APPROVED** as follows:

1. The Court finds that the Settlement was entered into in good faith based on the following:

- (a) The Settlement is fair, reasonable, and adequate for the State of California, the Labor and Workforce Development Agency ("LWDA"), and all Aggrieved Employees, including Plaintiff, when balanced against the probable outcome of further litigation and potential appeals;
- (b) Sufficient informal discovery, investigation, research, have been conducted during the pendency of the litigation to allow the Parties reasonably to evaluate their respective positions;
- (c) Settlement at this time will avoid substantial costs, delay, and the risks presented by further litigation; and
- (d) The proposed Settlement has been reached as the result of adversarial and non-collusive negotiations.

2. Accordingly, the Court adopts all defined terms as set forth in the PAGA Settlement Agreement (the "Agreement") attached as **Exhibit 2** to the concurrently filed Declaration of Karen L. Wallace in Support of the Motion ("Wallace Decl."), including:

- (a) "PAGA Period" means the period from February 22, 2024, to January 18, 2026;
- (b) "Aggrieved Employees" means all persons who performed work for Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period, including current and former employees; and
- (c) "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, last-known telephone number, last-known

email address (if any), Social Security number, and number of PAGA Pay Periods;

(d) “Released Parties,” which means Defendant and each of its former and present officers, directors, managerial employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents; and

(e) “Effective Date,” which means the date on which the Judgment becomes final.

3. The Court appoints Nicole E. Hajjar, Rachel J. Vinson, Alan Wilcox, and Karen L. Wallace of Wilshire Law Firm, PLC (“WLF”) as counsel for all Aggrieved Employees for purposes of settlement (“PAGA Counsel”).

4. The Court appoints Phoenix Settlement Administrators as the third-party settlement administrator (“Administrator”).

5. The Court directs Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

6. The Court also approves the following payments:

Gross Settlement Amount	\$105,000.00
PAGA Counsel Fees Payment (1/3 of the Gross Settlement Amount)	\$35,000.00
PAGA Representative Service Payment	\$10,000.00
PAGA Counsel Litigation Expenses Payment	\$19,012.60
Administration Expenses Payment	\$3,000.00
LWDA PAGA Payment (65% of the PAGA Penalties)	\$24,691.81
Net Settlement Amount (35% of the PAGA Penalties to be distributed to Aggrieved Employees)	\$13,295.59

7. Upon Defendant’s payment in full of the Gross Settlement Amount, Plaintiff, on behalf of herself, the State of California, and the LWDA, will release claims against the Released Parties as follows:

1 (a) Plaintiff and Plaintiff's respective former and present representatives, agents,
2 attorneys (including PAGA Counsel), heirs, administrators, successors, and
3 assigns generally, release and discharge Released Parties from all claims arising
4 since February 28, 2021 ("Plaintiff's Release"). Plaintiff's Release does not
5 extend to any claims or actions to enforce this Agreement, or to any claims for
6 vested benefits, unemployment benefits, disability benefits, social security
7 benefits, or workers' compensation benefits that arose at any time or based on
8 occurrences prior to February 28, 2021. Plaintiff acknowledges that Plaintiff may
9 discover facts or law different from, or in addition to, the facts or law that
10 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
11 Release shall be and remain effective in all respects, notwithstanding such
12 different or additional facts or Plaintiff's discovery of them.

13 (b) For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes
14 the provisions, rights, and benefits, if any, of section 1542 of the California Civil
15 Code, which reads:

16 A general release does not extend to claims that the creditor or
17 releasing party does not know or suspect to exist in his or her favor at
18 the time of executing the release, and that if known by him or her
19 would have materially affected his or her settlement with the debtor or
20 released party.

21 Thus, notwithstanding the provisions of Section 1542, Plaintiff expressly
22 acknowledges this Agreement is intended to include in its effect all claims
23 Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of this
24 Agreement, and that this Agreement contemplates the extinguishment of any
25 such claims. Plaintiff warrants that Plaintiff has read this Agreement, including
26 this waiver of California Civil Code section 1542, and that Plaintiff has
27 consulted with or had the opportunity to consult with counsel of Plaintiff's
28 choosing about this Agreement and specifically about the waiver of Section

1542, and that Plaintiff understands this Agreement and the Section 1542 waiver, and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

8. Upon Defendant's payment in full of the Gross Settlement Amount, Aggrieved Employees will be deemed to release the following claims against the Released Parties:

- (a) All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Class Action Complaint, the Operative Complaint, and the PAGA Notice, including claims for civil penalties based on the following: (1) failure to pay minimum wages; (2) failure to pay straight time wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to timely pay wages during employment; (7) failure to maintain accurate records; (8) failure to timely pay final wages; (9) failure to furnish accurate wage statements; and (10) failure to indemnify employees for expenditures ("Released PAGA Claims").

9. The Court hereby orders the Parties and the Administrator to comply with the terms of the Settlement and the following implementation schedule:

Defendant Shall Provide the Aggrieved Employee Data to the Administrator:	Within 14 days of the date of this Order
Defendant Shall Fully Fund the Gross Settlement Amount:	Within 30 days of the date of this Order
Administrator Shall Issue All Payments to Recipients Pursuant to the Settlement:	Within 14 days after receipt of the Gross Settlement Amount from Defendant
Check Cashing Period:	180 days from the date of mailing by the Administrator
Unclaimed Funds Shall be Sent by the Administrator to:	The California State Controller's Office, Unclaimed Property Division, in the names of Aggrieved Employees who did not cash their checks
NACR re funding Compliance/Distribution Hearing: Decl. due 9/23/27	9/30/27, at 9 a.m. /p.m., in the above-entitled Court and Department. The Court may reschedule the hearing.

10. Pursuant to California Code of Civil Procedure section 664.6, this Court shall retain jurisdiction over the Parties, their counsel, and the Administrator to enforce the Settlement.

11. PAGA Counsel shall promptly submit a copy of this Judgment and Order to the LWDA.

12. _____

_____.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date: 09/23/2026 _____



Honorable William F. Highberger
Judge of the Superior Court