

Filed 2 JUL 17 2023
 STEPHANIE BOHRER, CLERK
 By Kimberly M. Owen
 DEPUTY

Kane Moon (SBN 249834)
 E-mail: kane.moon@moonyanglaw.com
 Enzo Nabiev (SBN 332118)
 E-mail: enzo.nabiev@moonyanglaw.com
 MOON & YANG, APC
 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff Derek Jackson

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

DEREK JACKSON, individually, and on behalf
 of all others similarly situated,

Plaintiff,

vs.

FULTON GARDENS POST ACUTE, LLC, a
 limited liability company; and DOES 1 through
 10, inclusive,

Defendants

Case No.: STK-CV-UOE-2022-0008609

~~PROPOSED~~ ORDER AND JUDGMENT
 GRANTING PLAINTIFF'S MOTION TO
 APPROVE SETTLEMENT AGREEMENT
 AND RELEASE OF PAGA CLAIMS
 PURSUANT TO LABOR CODE SECTION
 2698 ET SEQ.

Date: JUN 06 2023
 Time: 9 a.m.

APR 20 2023

~~PROPOSED~~ ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION TO APPROVE
 SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS PURSUANT TO LABOR
 CODE SECTION 2698 ET SEQ.

BY FAX

ORDER

The Court having considered Plaintiff's Notice of Motion and Motion to Approve Settlement Agreement and Release of PAGA Claims ("Motion"), the supporting declaration and exhibits thereto, all papers filed and proceedings had herein, and having reviewed the record in the Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set forth in the Settlement Agreement and Release of PAGA Claims attached as Exhibit "A" to the foregoing Stipulation.

2. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all PAGA Settlement Members;

3. The Court finds that Plaintiff has properly exhausted his administrative remedies to proceed with this action;

4. The Settlement is hereby accepted and approved;

5. Plaintiff and all PAGA Settlement Members, by operation of this Final Order and Judgment, hereby fully, finally, and forever release, relinquish, and discharge the Released Parties from all Released Claims as follows:

"Released Claims" shall mean all claims or causes of action for civil penalties that were, or could have reasonably been asserted based on the facts in Plaintiff's September 18, 2022 letter to the LWDA or the Operative Complaint, that arose during the PAGA Period, including but not limited to alleged: failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to pay meal premiums, failure to authorize and permit rest breaks, failure to pay rest premiums, failure to indemnify necessary business expenses, failure to pay all earned wages twice per month, failure to maintain accurate payroll records and records of hours worked and meal periods taken or missed, failure to timely pay final wages at termination, failure to timely pay accrued vacation wages at termination, and failure to provide accurate itemized wage statements.

"Released Parties" shall mean Defendant, and all of its current, past, present, and/or future subsidiary companies, affiliates, holding companies, successors, partners, shareholders, insurers, legal representatives, assigns,

1 employees, benefit plan administrators, vendors, officers, directors,
2 attorneys, agents, successors and predecessors in interest, parents, as well as
3 any individual or entity that could be jointly liable with Defendant or any
4 other Released Party.

5 "PAGA Period" shall mean September 27, 2021, through December 12,
6 2022

7 6. The Parties shall bear their own respective attorneys' fees and costs, except as
8 otherwise provided for in the Settlement and approved by the Court.

9 7. The Settlement is not an admission by Defendant as defined below, nor is this
10 Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
11 this Order, the Settlement, nor any document referred to herein, nor any action taken to carry
12 out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
13 concession, or liability whatsoever by or against Defendant.

14 8. Defendant shall pay the PAGA Members, Plaintiff's counsel, the Labor and
15 Workforce Development Agency ("LWDA"), and the Settlement Administrator pursuant to
16 the terms of the Settlement:

- 17 a. Actual administration costs of up to \$2,950.00, payable to the Settlement
18 Administrator Phoenix Settlement Administrators for the administration of the
19 Settlement;
- 20 b. Attorneys' fees to Plaintiff's counsel in the amount of \$30,666.66 (33 1/3%);
- 21 c. Reimbursement for actual costs incurred by Plaintiff's counsel in the amount of
22 \$13,567.27; and

23 a. The remaining amount to the PAGA Fund, which shall be allocated as set
24 forth in Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25% to the
25 PAGA Members on a pro-rata basis. Aggrieved Employees shall have 180 calendar days after
26 the date the PAGA Packet is mailed to them to cash their settlement payment checks. If any
27 Aggrieved Employee's check is not cashed within that period, the settlement payment check will
28 be voided and a stop-payment will be issued. Neither Defendant, Defendant's counsel, Plaintiff,

1 nor PAGA counsel will have any liability for lost or stolen settlement payment checks, forged
2 signatures on settlement payment checks, unauthorized negotiation of settlement payment checks
3 or failure to timely cash a settlement payment check within the 180-day period. After 180 days
4 from the date of their mailing by the Settlement Administrator, any uncashed checks will be void
5 and escheat to the California State Controller's Office in the name of the Class Member who did
6 not cash his or her check.

7 9. "Effective Date" refers to the date the Court enters an order approving this
8 Agreement.

9 10. Within 14 days after the Effective Date, Defendant will compile a PAGA
10 Settlement Member list containing the following information for each PAGA Settlement
11 Member: (1) name; (2) last known home address and telephone number; (3) number of pay
12 periods as a PAGA Settlement Member during the PAGA Period; and (4) social security
13 number.

14 11. Defendant shall fund the Gross Settlement Amount based on the following
15 installment payment plan:

- 16 a. One-third (1/3) of the GSA (\$30,666.66) will be paid within thirty (30) days of
17 the Effective Date;
- 18 b. One-third (1/3) of the GSA (\$30,666.66) will be paid within six (6) months of
19 the Effective Date; and
- 20 c. The remaining one-third (1/3) of the GSA (\$30,666.66) will be paid within
21 twelve (12) months of the Effective Date.

22 12. Within seven (7) days after the Total Settlement Payment is fully funded the
23 Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five
24 percent (75%) of the PAGA Fund, or as otherwise directed by the Court

25 13. No later than (7) days after the final installment payment is made and the
26 Gross Settlement Amount is fully funded, the Settlement Administrator shall distribute to
27

1 PAGA Settlement Members their individual portion of the PAGA Fund (the "Individual
2 Payment"), or as otherwise directed by the Court.

3 14. No later than seven (7) days after the final installment payment is made and
4 the Gross Settlement Amount is fully funded, the Settlement Administrator will pay from
5 the Gross Settlement Amount to PAGA counsel its Court-approved Attorneys' Fees and
6 Costs.

7 15. No later than seven (7) days after the final installment payment is made, the
8 Settlement Administrator will pay the LWDA Payment from the Net Settlement Amount by
9 issuing a check payable to "California Labor Workforce and Development Agency."

10 16. The Court hereby confirms Kane Moon, and Enzo Nabiev of Moon & Yang,
11 APC as PAGA counsel.

12 17. The Court finds that the fees requested by Plaintiff's counsel of \$30,666.66 (33
13 1/3%) of the total settlement amount is reasonable, and the costs requested of up to
14 \$15,000.00 were reasonable and necessary for the prosecution of this action. The Court
15 hereby awards attorney's fees in the amount of \$30,666.66 and costs in the amount of \$
16 \$13,567.27 to Plaintiff's counsel for their attorneys' costs. The payment of fees and costs to
17 Plaintiff's counsel shall be made in accordance with the terms of the Settlement.

18 18. The Court approves Phoenix Settlement Administrators as the Settlement
19 Administrator.

20 19. The Court approves of the proposed letter attached to the Settlement as Exhibit
21 A as an Exhibit to be sent to PAGA Members along with their respective settlement check.

22 20. This action is dismissed with prejudice.

23 21. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within
24 ten calendar days after entry of the Order and Judgment.

25 22. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this
26 action, the Parties, and the PAGA Settlement Members to the fullest extent necessary to
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1 interpret, enforce, and effectuate the terms and intent of the Settlement and this Order and
2 Judgment.

3 23. The Court sets a status conference re: final accounting for 7/11/24 2023. At
4 least nine court days prior to the hearing, Plaintiff shall submit a final report including the
5 actual amounts paid to aggrieved employees, the other amounts distributed under the
6 settlement, and the amounts tendered to the Unclaimed Property Division.

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8 IT IS SO ORDERED.

9 DATED: July 7, 2023


10 HON. GEORGE J. ABDALLAH
11 SAN JOAQUIN COUNTY SUPERIOR COURT
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1 PROOF OF SERVICE

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES) ss

4 I am employed in the county of Los Angeles, State of California. I am over the age of
5 18 and not a party to the within action; my business address is 1055 W. 7th Street, Suite 1880,
6 Los Angeles, California 90017. On April 20, 2023 I served the foregoing document described
as:

7 [PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION TO
8 APPROVE SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS
PURSUANT TO LABOR CODE SECTION 2698 ET SEQ.

9 X by placing the original X a true copy thereof enclosed in sealed envelope(s)
addressed as follows:

10 Julie A. Vogelzang
11 Lisa Hird Chung
Janelle R. Thornton
12 SCHOR VOGELZANG & CHUNG LLP
2170 Fourth Avenue
13 San Diego, California 92101
Phone: 619.906.2400
14 Fax- 619.906.2401
Julie@svclegal.com
15 Lisa@svclegal.com
Janelle@svclegal.com
16

17 *Attorneys for Defendant FULTON GARDENS POST ACUTE, LLC*

18 [✓] BY U.S. MAIL: I deposited such envelope in the mail at Los Angeles, California. The
19 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the
20 firm's practice of collection and processing correspondence for mailing. Under that
21 practice it would be deposited with U.S. postal service on that same day with postage
22 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
aware that on motion of the party served, service is presumed invalid if postal cancellation
date or postage meter date is more than one day after date of deposit for mailing in
affidavit.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct.

25 Executed this April 20, 2023 at Los Angeles, California

26 Janelle Jickain
27 Type or Print Name

Signature 