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

KRISTI LYNN WHITE, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

EL CAJON POST ACUTE, LLC; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 37-2022-00036585- CU-OE-CTL

Assigned for All Purposes to:
Judge Joel R. Wohlfeil
Dept. C-73

**PROPOSED ORDER GRANTING MOTION
FOR APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date: May 9, 2025
Time: 9:00 a.m.
Dept. C-73

1 The Court has received and considered the joint stipulation of Plaintiff Kristi Lynn
2 White, as an individual, and on behalf of the people of the State of California and as an
3 “aggrieved employee” acting as a private attorney general under the Labor Code Private
4 Attorneys General Act of 2004, § 2699, *et seq.* (“PAGA”) and Defendant El Cajon Post Acute,
5 LLC (“Defendant”) in the above-captioned action.

6 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

7 This Judgment incorporates by reference the definitions in the PAGA Settlement
8 Agreement (the “Settlement”), a copy of which is attached as Exhibit 1 to the Declaration of
9 Kristy R. Connolly In Support of Motion for Approval of Private Attorneys General Act
10 Representative Action Settlement, filed on April 10, 2025, and all terms defined therein shall
11 have the same meaning as set forth in the Settlement.

12 The Court hereby approves the Parties’ proposed Settlement and hereby enters FINAL
13 JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of Plaintiff and the
14 Aggrieved Employees. Of this, one-third of the Gross Settlement Amount is awarded as
15 attorney fees paid to Plaintiff’s Counsel, \$29,939.65 is awarded as costs paid to Plaintiff’s
16 Counsel, \$15,000.00 is awarded to Plaintiff in exchange for a General Release, and \$4,750 is
17 awarded as administrative costs paid to the Settlement Administrator, Phoenix Settlement
18 Administrator. Of the remaining Net Settlement Amount, 75% shall be paid to the Labor and
19 Workforce Development Agency and 25% shall be paid to the Aggrieved Employees as set
20 forth in the Settlement Agreement.

21 The Court hereby approves, as to form and content, the notice to be distributed to the
22 Aggrieved Employees, attached to the Settlement as Exhibit A. All Individual Settlement
23 Checks shall expire 180 days after the initial mailing. Any uncashed funds shall be transmitted
24 to the State Controller’s Office Unclaimed Property Fund in the name of each Aggrieved
25 Employee whose check is voided.

26 This Judgment is intended to be a final disposition in its entirety of the above captioned
27 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
28

1 of all matters relating to the interpretation, administration, implementation, effectuation, and
2 enforcement of the Settlement pursuant to C.C.P. § 664.6.

3 IT IS SO ORDERED.

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6 Dated: _____

7 Hon. Joel R. Wohlfeil
8 Judge of the Superior Court
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