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FILED
Superior Court of California
County of Los Angeles

09/18/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Samoza Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
VAN NUYS COURTHOUSE EAST**

ANAEE J. ZUNIGA, individually and as
representative of the State of California on
behalf of all aggrieved employees,

Plaintiff,

v.

DR. PATRICIA L. WALTERS, an individual
d/b/a TARZANA WOUND CARE CENTER,
and DOES 1 through 20, inclusive,

Defendants.

Case No. 22VECV01944

**STIPULATION AND [PROPOSED]
ORDER REGARDING DISMISSALS OF
PLAINTIFF'S CLAIMS**

IT IS HEREBY STIPULATED by and between the Plaintiff, Anaee J. Zuniga, on the one
hand, and the Defendant, Dr. Patricia L. Walters, an individual d/b/a Tarzana Wound Care Center,
on the other hand, by and through their respective undersigned counsel, that:

1. The Parties have executed a Confidential Settlement Agreement and Mutual Release
of All Claims ("Settlement Agreement") reflecting their agreement to settle all of the Plaintiff's
claims against the Defendant in the above-captioned action.

2. The Settlement Agreement is expressly conditioned upon, *inter alia*, the Los Angeles
County Superior Court's entry of an Order: (a) approving the settlement of Plaintiff's representative

1 Private Attorneys General Act ("PAGA") claims against the Defendant on behalf of herself as an
2 allegedly aggrieved employee of the Defendant (hereinafter referred to as "Plaintiff's individual
3 PAGA claims"); (b) dismissing with prejudice Plaintiff's individual PAGA claims against the
4 Defendant; (c) dismissing with prejudice Plaintiff's non-PAGA claims against the Defendant; and
5 (d) dismissing without prejudice Plaintiff's representative PAGA claims against the Defendant on
6 behalf of the other allegedly aggrieved employees of the Defendant (such Order is hereinafter
7 referred to as "Dismissal Order").

8
9 3. The terms of the Settlement Agreement include, *inter alia*:

10 (a) The Parties wish to avoid the expense of further proceedings and desire to resolve
11 any and all claims that actually were alleged, or that could have been alleged, in the Action, and
12 Defendants deny and dispute all of Plaintiffs' alleged causes of action and allegations in the Action.

13 (b) The Gross Settlement Amount of \$4,750 is to be distributed as follows: [i] \$500 is to
14 be paid by the Defendant in connection with the settlement of the Plaintiff's individual PAGA
15 claims against the Defendant (more specifically, that sum consists of \$375 to be paid to the Labor
16 and Workforce Development Agency ["LWDA"] and \$125 to be paid to the Plaintiff in connection
17 with the settlement of Plaintiff's individual PAGA claims against the Defendant); and [ii] \$4,250 is
18 to be paid by the Defendant in connection with the settlement of the Plaintiff's individual non-
19 PAGA claims against the Defendant (more specifically, that sum consists of: \$50.00, less
20 withholdings and deductions, to be paid to the Plaintiff in settlement of his individual wage-related
21 claims against the Defendant; \$2,200, without any withholding or deductions, to be paid to the
22 Plaintiff in settlement of his individual non-wage-related claims against the Defendant; and \$2,250
23 to be paid to Plaintiff's counsel as attorney's fees in connection with the prosecution of Plaintiff's
24 individual non-PAGA claims against the Defendant).

(c) This Stipulation and [Proposed] Order may be executed in counterparts.

Dated: August 17, 2023

Respectfully submitted,

By: 

Daniel V. Santiago, Esq.
Law Offices of Daniel V. Santiago, P.C.
Attorney for the Plaintiff, Anace J. Zuniga

Dated: August 17, 2023

Respectfully submitted,

By: 

Bart I. Ring, Esq.
The Ring Law Firm
Attorney for the Defendant, Dr. Patricia L. Walters,
an individual d/b/a Tarzana Wound Care Center

PROPOSED ORDER

GOOD CAUSE APPEARING, IT IS HEREBY ORDERED THAT:

1. The Court hereby approves of the settlement of the Plaintiff's representative PAGA claims against the Defendant on behalf of herself as an allegedly aggrieved employee of the Defendant (hereinafter referred to as "Plaintiff's individual PAGA claims") for \$500 (75% of which or \$375 is to be paid to the "Labor and Workforce Development Agency" ["LWDA"] and 25% of which or \$125 is to be paid to the Plaintiff). Upon receipt of the settlement payments described in the Settlement Agreement, Plaintiff's counsel shall promptly transfer to the LWDA and Plaintiff their respective shares of the settlement of Plaintiff's individual PAGA claims against the Defendant.

2. The Court hereby dismisses with prejudice Plaintiff's individual PAGA claims against the Defendant.

1 3. The Court hereby dismisses with prejudice Plaintiff's individual non-PAGA claims
2 against the Defendant.

3 4. The Court hereby dismisses without prejudice Plaintiff's representative PAGA
4 claims against the Defendant on behalf of the other allegedly aggrieved employees of the
5 Defendant.

6 **IT IS SO ORDERED.**

7
8
9 Dated: 09/18/2023



Judge of the Superior Court of California,
County of Los Angeles