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Attorneys for Plaintiff ABRAHAM RODRIGUEZ, as a designated Private Attorney General,
pursuant to the Private Attorney General Act,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES-COMPTON COURTHOUSE**

ABRAHAM RODRIGUEZ, as a
designated Private Attorney General

Plaintiff,

v.

SANTA FE HEIGHTS HEALTHCARE
CENTER, LLC, a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23STCV07730

**~~[PROPOSED]~~ ORDER APPROVING
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Assigned for all purposes to:

~~Hon. Michael Shultz, Dept. A~~

Judge Elizabeth L. Bradley Dept A

Date: March 27, 2025

Time: 8:30 a.m.

Dept.: A

Complaint Filed: April 7, 2023

Trial Date: Not Yet Set

FILED
Superior Court of California
County of Los Angeles

04/16/2025

David W. Stoyke, Executive Officer / Clerk of Court

By: M. Golleher Deputy

On March 27, 2026, a hearing was held on the motion of Plaintiff ELIA PAXTOR LOPEZ's ("Plaintiff") Motion to Approve Settlement Pursuant to the Private Attorney General Act ("PAGA") (the "Settlement"). The Court having considered all papers filed and proceedings herein and otherwise being fully informed, and having made this Judgment which constitutes a final adjudication of this matter on the merits, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have the same meaning as given in the PAGA Settlement Agreement ("Settlement").

2. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been given notice of the Settlement. Pursuant to PAGA, on the date the Parties filed the motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff's notice of the Settlement complied with the statutory requirements of PAGA.

3. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the "Aggrieved Employees":

All individuals who were employed by Defendant in California as non-exempt hourly employees at any point during the PAGA Period. The PAGA Period is defined as any time from February 1, 2022 through February 1, 2024.

4. This Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons and entities undertaking affirmative obligations under the Settlement.

5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

6. The Court approves the Notice to Aggrieved Employees, Exhibit C to the Declaration of Katherine J. Odenbreit, which provides information to Aggrieved Employees to regarding their Individual PAGA Payments.

1 7. The Court finds that each Aggrieved Employees, in accordance with the Settlement,
2 releases the following “Released Claims” against the Released Parties.

3 All Aggrieved Employees are deemed to release, on behalf of
4 themselves and their respective former and present representatives,
5 heirs, administrators, successors, and assigns, the Released Parties
6 from all claims for PAGA penalties that were alleged, or reasonably
7 could have been alleged, based on the PAGA Period facts stated in
8 the Operative Complaint and the PAGA Notice. This release
9 includes claims under the PAGA for failure to pay any form of
10 wage due, including minimum and overtime wages, failure to
11 provide meal and rest periods, failure to timely pay all wages,
12 failure to pay wages due upon termination, failure to provide
13 accurate itemized wage statements, and failure to maintain accurate
14 time and/or payroll records. No release in this agreement shall be
15 effective until the Gross Settlement Amount is fully funded.
Plaintiff and Aggrieved employees do not release any other claims,
including claims for vested benefits, wrongful termination,
violation of the Fair Employment and Housing Act, unemployment
insurance, disability, social security, workers’ compensation, for
damages that may be available under the Labor Code or claims
based on facts occurring outside the PAGA Period. (the “Released
Claims”).

16 8. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
17 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
18 are fair and reasonable.

19 9. The Court authorizes the Settlement Administrator to calculate and pay the Settlement
20 Shares, in accordance with the terms of the Settlement.

21 10. The Court awards the Settlement Administrator in this Action, Phoenix Class Action
22 Administration, its fees and costs of up to five thousand dollars (\$5,000.00) in accordance with the
23 terms of the Settlement Agreement.

24 11. The Court awards five thousand dollars (\$5,000.00) to Plaintiff as the PAGA
25 Representative Award in accordance with the terms of the Settlement.

26 12. The Court awards to Plaintiff’s Counsel Fees Payment of one-third (33.33%) which is
27 currently estimated to be fifty-five thousand eight hundred thirty-three dollars and thirty-three
28 cents (\$55,833.33), and costs of three thousand four hundred ninety dollars and fifty-one cents

1 (\$3,490.51). Within 7 days following the date of this Order Defendant will send payment to ADR
2 in the amount of seven thousand three hundred ninety-five dollars (\$7,395.00) representing
3 Plaintiff's portion of the mediation fee.

4 The Court approves the allocations and payment of one hundred sixty-seven thousand five hundred
5 dollars (\$167,500.00) as for the compromise of claims brought under PAGA, to be paid in
6 accordance with the terms of the Settlement. Under the terms of the Settlement, PAGA Penalties
7 will be paid from the Net Settlement Amount, \$98,196.16, with seventy-five percent (75%),
8 \$73,647.12, of the Net Settlement Amount to be allocated to the LWDA for the LWDA PAGA
9 Payment and the remaining twenty-five percent (25%), \$24,549.04 of the Net Settlement Amount
10 to be distributed to the Aggrieved Employees as Individual PAGA Payments by dividing the
11 remaining twenty-five percent (25%) of the Net Settlement Amount by the total number of PAGA
12 Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying
13 the result by each Aggrieved Employee's PAGA Pay Periods.

14 13. Checks for the Settlement Shares sent to Aggrieved Employees shall be valid for one
15 hundred eighty (180) days after issuance. Funds remaining from any checks for Individual PAGA
16 Payments uncashed after one hundred eighty (180) days will be disbursed to the California State
17 Controllers' Office Unclaimed Property Fund in the name of the Aggrieved Employee.

18 14. The Court hereby enters judgment, with prejudice, for the reasons set forth above, and in
19 accordance with the terms set forth in the Settlement Agreement.

20 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes of
21 supervising, administering, implementing, interpreting, and enforcing this Order and Judgment, as
22 well as the Settlement.

23 16. Nothing in this Order and Judgment or the Settlement shall be construed as an admission
24 or concession by any party. The Settlement and this resulting Order and Judgment simply
25 represent a compromise of disputed allegations.

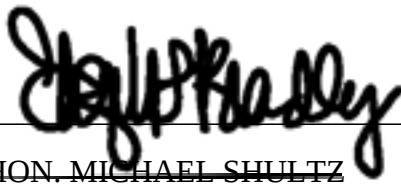
26 17. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10) days of the
27 date of this Order.
28

1 18. Within two hundred ten (210) days of the date of this Order, the Parties are directed to file
2 a Declaration from the Administrator regarding the status of the distribution of settlement proceeds.
3 Upon satisfaction that the appropriate payments have been made, the Court will then close this
4 case.

5
6 IT IS SO ORDERED AND ADJUDGED.

7
8
9 DATED: 04/16/2025




HON. MICHAEL SHULTZ
Elizabeth L. Bradley / Judge
Los Angeles Superior Court Judge

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **February 11, 2025**, I served [X] true copies [] originals of the following document(s) **(PROPOSED) ORDER APPROVING SETTLEMENT AND ENTERING FINAL JUDGMENT**. I served the document(s) on the person(s) below as follows:

Jose-Manuel A. de Castro, Esq. David G. Larmore, Esq. Lori V. Minassian, Esq. DE CASTRO LAW GROUP, PC 7590 N. Glenoaks Blvd., Suite 201 Los Angeles, California 91504	Attorneys for Defendant SANTA FE HEIGHTS HEALTHCARE CENTER, LLC Telephone: (310) 270-9826 Facsimile: (310) 270-9879 Email: jmdecastro@decastrolawgroup.com dlarmore@decastrolawgroup.com lminassian@decastrolawgroup.com
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The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address vaceves@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **February 11, 2025**, at Long Beach, California.



Vanessa Aceves