

Shannon Seibert (State Bar No. 240317)
Nina Montoya (State Bar No. 237419)
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Attorneys for Plaintiff Faith Strongheart

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – UNLIMITED JURISDICTION

FAITH STRONGHEART,

Plaintiff,

vs.

Defendants NONFICTION UNLIMITED,
INC., a Delaware Corporation; MICHAEL
DEGAN, an individual; PATRICK
DEGAN, an individual; and DOES 1
through 20 inclusive,

Defendants.

CASE NO.: 23SMCV01691

NOTICE OF ENTRY OF ORDER

Dept. 207

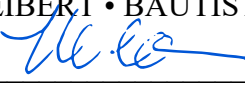
TO THE LABOR AND WORKFORCE DEFENSE AGENCY:

1. On May 31, 2024 the Parties submitted a Stipulation in Support of Motion for Approval of PAGA settlement, which the Court approved in advance of the June 26, 2024 hearing and on June 13, 2024.

2. A Copy of the Stipulation and Order is attached to this Notice

SEIBERT • BAUTISTA • MONTOYA

Dated: July 9, 2024


Nina Montoya
Attorneys for Plaintiff Faith Strongheart

1
2 I, Nina Montoya, declare as follows:

3 I am over the age of eighteen, not a party to the within cause and am employed in the county
4 of Los Angeles. My business address is 9255 Sunset Blvd, Suite 1100, Los Angeles, California
5 90069.

6 On July 9, 2024, following ordinary business practice, I served the following documents on
7 Defendants and the Labor and Workforce Defense Agency.

8 **NOTICE OF ENTRY OF ORDER**

9 **STIPULATION AND ORDER**

10 I served the documents on the persons or persons below, as follows:

11
12 Labor and Workforce Development Agency/Department of Industrial Relations/Department of
13 Industrial Relations via Online Submission

14 Michael J. Khouri
15 KHOURI LAW FIRM, APC
16 101 Pacifica, Suite 380
17 Irvine, California 92618
18 Phone: (949) 336-2433
19 Fax: (949) 387-0044
20 Email: Michael J. Khouri - mkhouri@khourilaw.com
21 Email: Jonathan Knaft - jknaft@khourilaw.com

22 The documents were served by the following means:

23 X **By Electronic Mail.** Pursuant to Code of Civil Procedure section 1010.6, I caused the
24 document(s) to be delivered electronically to the email address(es) listed above.

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

27 Dated: July 9, 2024

28 By: 
Nina Montoya

Electronically Received 05/31/2024 01:48 PM

Nina Montoya (State Bar No. 237419)
Shannon Seibert (State Bar No. 240317)
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Attorneys for Plaintiff Faith Strongheart

FILED
Superior Court of California
County of Los Angeles
06/13/2024

David W. Slayton, Executive Officer / Clerk of Court
By: J. Young Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN THE COUNTY OF LOS ANGELES – UNLIMITED JURISDICTION

FAITH STRONGHEART,

Plaintiff,

vs.

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INC., a Delaware Corporation; MICHAEL
DEGAN, an individual; PATRICK
DEGAN, an individual; and DOES 1
through 20 inclusive,

Defendants.

CASE NO. 23SMCV01691

**JOINT STIPULATION IN SUPPORT OF
MOTION FOR ORDER APPROVING
PAGA SETTLEMENT**

[Filed concurrently with Notice of Motion;
Memorandum of Points and Authorities in
Support of Motion; Proposed Order]

RESERVATION NO. 806753913537

Date: June 27, 2024
Time: 8:30 a.m.
Dept. 207

1 IT IS HEREBY STIPULATED by and between Plaintiff FAITH STRONGHEART
2 (“Plaintiff”) and Defendants NONFICTION UNLIMITED, INC., MICHAEL DEGAN, PATRICK
3 DEGAN, and DOES 1 through 20, inclusive (collectively, “Defendants”) as follows. Plaintiff and
4 Defendants are collectively referred to as the “Parties.”

5 WHEREAS, on April 19, 2023, Plaintiff filed this action, asserting individual causes of action
6 alleging that Defendants failed to reimburse her business expenses, failed to pay all wages she earned,
7 failed to account for her wages and terminated her in retaliation for complaining about such practices.

8 WHEREAS, on September 15, 2023, Plaintiff amended her complaint to include violation of
9 section 2698 *et seq.* of the Labor Code (i.e., the Private Attorneys General Act (“PAGA”)).

10 WHEREAS, Plaintiff’s PAGA cause of action seeks penalties for alleged violations of Labor
11 Code sections 98.6, 201, 204, 226(a), 226(c), 510, 1174, 1194, 1197, 1198.5, 1199, 2802, and 2698, *et*
12 *seq.* (the “PAGA Claims”).

13 WHEREAS, Plaintiff brought and prosecuted her PAGA Claims on behalf of himself and all
14 others who worked as Production Supervisors for Nonfiction Unlimited (“the PAGA Group”).

15 WHEREAS, Defendants have identified two individuals (apart from Plaintiff) who also
16 performed work as Production Supervisors (“the PAGA Group”).

17 WHEREAS, Defendant Nonfiction Unlimited, Inc. closed its business in January 2024 and no
18 longer retains any employees, including the Individual Defendants, Michael and Patrick Degan.

19 WHEREAS, the Parties recognize that the issues presented in this Civil Action were likely to
20 be resolved only with extensive and costly discovery followed by a jury trial, and that further litigation
21 would cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential
22 benefits of litigation.

23 WHEREAS, Plaintiff and Defendants attended a Mandatory Settlement Conference (MSC) on
24 May 21, 2024 before Hon. Marc D. Gross, and, on that date, the Parties accepted the Settlement Judge’s
25 proposal to settle all claims.

26 WHEREAS, in the interest of efficiency and judicial economy, the Parties had further arm’s
27 length settlement discussions and have executed a settlement agreement (“Settlement Agreement”) that
28 fully and finally resolves all disputes between the parties, including the amount of attorneys’ fees and
2.

costs, and PAGA penalties.

WHEREAS, the Parties recognize the public's interest in ensuring the Court's proper administration of the PAGA settlement and therefore attach a copy of the Settlement Agreement and Release as **Exhibit A** to the concurrently filed Declaration for the purpose of disclosing to this Court the terms of the settlement of the PAGA Claims.

WHEREAS, as a result of the negotiation and as set forth in the Settlement Agreement and Release, the Parties agreed to settle all of the PAGA Claims against Defendants identified in this Civil Action for Eleven Thousand Seven Hundred Dollars (\$11,700) (the "PAGA Amount").

WHEREAS, the Parties agree that the PAGA Amount shall serve as full and complete satisfaction of the PAGA Claims asserted on behalf of the PAGA Group.

WHEREAS, the Parties have agreed to seek the dismissal of this action with prejudice as to Plaintiff and the PAGA Group.

WHEREAS, California Labor Code section 2699(l)(2) does not prescribe any procedure for how to request Court approval of a PAGA settlement. There is no requirement for a noticed motion. This Stipulation and Order is submitted in addition to the noticed motion in the event the Court would like to decide this issue on the papers without hearing. In the event that the Court would like to hear from the Parties with respect to the proposed PAGA settlement and release, the Parties have also filed a noticed motion and have secured a hearing date for the motion.

WHEREAS, in accordance with the terms of the Settlement Agreement and Release, and pursuant to section 2699(i) of the California Labor Code, upon approval of the Parties' settlement as to Plaintiff's disputed PAGA claim, the PAGA Group is entitled to recover 25 percent of the civil penalties for representing the State of California in a PAGA action, with the remaining 75 percent to be paid to the California Labor and Workforce Development Agency ("LWDA").

WHEREAS, Defendant Nonfiction Unlimited Inc shall pay eight thousand seven hundred and seventy five dollars (\$8,775) to the LWDA and pay a total amount of \$2,925 to the PAGA Group by issuing checks to each of the three Production Supervisors in the amount of nine hundred and seventy

1 five dollars (\$975.00).¹

2 WHEREAS, Plaintiff, on behalf of herself and the PAGA Group, the LWDA, and any employee
3 or other person acting as a private attorney general on the LWDA's behalf, has released and forever
4 discharged the Defendants from and regarding the PAGA Claims pursuant to the Settlement
5 Agreement.

6 WHEREAS, pursuant to California Labor Code section 2699(1)(2), the Superior Court shall
7 review and approve any settlement of any civil action filed pursuant to the PAGA.

8 WHEREAS, based on the limited time period at-issue in this action and the facts of this case,
9 the Parties agree that the allocation of the PAGA Amount to Plaintiff's PAGA claim is reasonable and
10 just under the facts and circumstances of this matter, and is not inconsistent with allocations in other
11 approved settlements. *See, e.g., Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 589 (2010) (approving
12 a \$8.9 million settlement that allocated zero dollars to PAGA); *see also Chu v. Wells Fargo Investments,*
13 *LLC*, 2011 WL 672645, at *6 (N.D. Cal. Feb. 16, 2011) (approving a \$6.9 million settlement that
14 allocated \$10,000 to PAGA); *see also Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, at *6 (S.D.
15 Cal. Oct. 13, 2011) (approving a \$1,200,000 settlement that allocated \$3,000 to PAGA).

16 WHEREAS, Defendants admit no liability and entered into the Settlement Agreement and
17 Release solely for purposes of avoiding further litigation.

18 WHEREAS, the Court's approval of the settlement of the PAGA Claims is a condition
19 precedent to the parties' Settlement Agreement and Release, and Plaintiff will dismiss the action with
20 prejudice within five (5) business days of receipt of the Court's approval of the settlement.

21 WHEREAS, pursuant to California Labor Code section 2699(1)(2), Plaintiff has submitted this
22 Stipulation to the LWDA concurrent with its filing.

23 NOW THEREFORE, the Parties jointly request that the Court approve the PAGA Amount and
24 settlement and release of Plaintiff's Ninth and Tenth Cause of Action pursuant to PAGA and requests
25 that the Court enter the concurrently submitted [Proposed] Order.

26 [Signatures on Following Page]
278

¹ \$2,925/3 = \$975.

1 DATED: May 30, 2024

SEIBERT • BAUTISTA • MONTOYA

2
3 /s/ Nina Montoya

4
5 NINA MONTOYA
6 Attorneys for Plaintiff Faith Strongheart

7 DATED: May 30, 2024

KHOURI LAW FIRM

8
9 /s/ Michael J. Khouri
10 MICHAEL J. KHOURI
11 Attorneys for Defendants Nonfiction Unlimited,
12 Inc., Michael Degan, and Patrick Degan
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~~PROPOSED~~ ORDER

Good cause exists to approve the PAGA settlement for eleven thousand seven hundred dollars (\$11,700) and mutual release of associated costs pursuant to Labor Code section 2699(1)(2).

1. Defendants shall pay eight thousand seven hundred and seventy five dollars (\$8,775) to the LWDA and pay a total amount of \$2,925 to the PAGA Group by issuing checks to each of the three identified Production Supervisors in the amount of nine hundred and seventy five dollars (\$975.00) (the "PAGA Payment") in full and complete satisfaction of the PAGA Claims.

2. The Court finds that the Parties were able to reasonably evaluate their respective positions and that settlement now will avoid potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the PAGA claims.

3. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days after its entry.

IT IS SO ORDERED.

Dated: June 13, 2024



A handwritten signature in black ink, reading "Michael E. Whitaker", is written over the judge's name and title.

Honorable Michael E. Whitaker
Superior Court Judge
Michael E. Whitaker / Judge