

MARALLE MESSRELIAN (SBN 316974)

maralle@mmlawapc.com

MM LAW, APC

500 N. Brand Blvd., Suite 2000

Glendale, CA 91203

Telephone (818) 810-7747

Facsimile (818) 230-9018

Attorneys for Plaintiff,

MARIANA RUELAS, and all others similarly situated

DE CASTRO LAW GROUP, P.C.

José-Manuel A. de Castro (State Bar No. 213769)

jmdecastro@decastrolawgroup.com

Telephone: (310) 270-9877

7590 N. Glenoaks Blvd., Suite 201

Los Angeles, California 91504

Attorneys for Defendants,

Vista La Mesa Senior Living, Inc., and

Vista La Mesa Senior Living, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

**FOR THE COUNTY OF SAN DIEGO-CENTRAL DIVISION
(UNLIMITED JURISDICTION)**

MARIANA RUELAS, as an “aggrieved
employee” on behalf of herself and other
similarly situated “aggrieved employees”
under the Labor Code Private Attorneys
General Act of 2004,

Plaintiff,

vs.

VISTA LA MESA SENIOR LIVING, INC.
dba GROSSMONT GARDENS SENIOR
LIVING; VISTA LA MESA SENIOR
LIVING, LLC; and DOES 1 to 25, inclusive,

Defendants.

Case No. 37-2023-00050755-CU-OE-CTL

**JOINT STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT OF
PRIVATE ATTORNEYS GENERAL
ACT CLAIMS**

Judge: Honorable Kenneth J. Medel
Dept.: C-66

Complaint Filed: November 21, 2023

Trial Date: Not Set

1 Plaintiff Mariana Ruelas (“Plaintiff”) and Defendants Vista La Mesa Senior Living, Inc.,
2 and Vista La Mesa Senior Living, LLC (“Defendants”) have reached an agreement to settle the
3 above-captioned Private Attorneys’ General Act action (the “Action”). Plaintiff and Defendants
4 are collectively referred to as the “Parties”. The Parties memorialized the terms of their
5 settlement in a Private Attorneys General Act (Labor Code § 2698 Et Seq.) Settlement and
6 Release Agreement (“Settlement,” “Settlement Agreement,” or “Agreement”). By and through
7 this stipulation, Plaintiff and Defendants seek an order pursuant to California Labor Code §
8 2699(l), permitting settlement on the terms outlined in the Agreement. This document with its
9 supporting exhibits is referred to as the “Approval Stipulation.” The Parties, by and through
their respective counsel of record, hereby stipulate as follows:

10 1. Pursuant to Labor Code section 2698 *et seq.* (the Private Attorneys General Act,
11 or “PAGA”), by letter dated July 19, 2023, Plaintiff gave written notice to the Labor and
12 Workforce Development Agency (“LWDA”) and Defendants of various provisions of the
13 California Labor Code that Defendant allegedly violated, including the facts and theories to
14 support the alleged violations. Specifically, Plaintiff alleged that Defendant had failed to
15 compensate her and the PAGA Members for all hours worked, including regular and overtime
16 hours worked, failed to provide the waiting time penalties, failed to provide her and the PAGA
17 Members with legally mandated rest periods and meal breaks, failed to reimburse them for
18 business expenses they incurred, and failed to provide the PAGA Members with accurate
19 itemized wage statements. Attached hereto as **Exhibit A** is a true and correct copy of the notice
20 letter Plaintiff sent to the LWDA. Plaintiff accompanied her LWDA notice with a fee in the
amount of \$75.00.

21 2. The LWDA did not inform Plaintiff of any intent to investigate the noticed claims
22 within the sixty-five (65) statutory deadline and, to this day, have not communicated any intent
23 to investigate the claims. Thus, Plaintiff has become authorized under Labor Code §§ 2698 *et*
24 *seq.* to act as private attorneys general for the alleged PAGA claims.

25 3. On November 21, 2023, Plaintiff filed a representative lawsuit with a single cause
26 of action for recovery of civil penalties against Defendants pursuant to PAGA based on the same
27 allegations set forth in her LWDA letter dated July 19, 2023 (the “Action”).

28 4. On February 9, 2024, Defendants filed their answer to the complaint and disputed
all the Plaintiff’s allegations. Defendants dispute that they have engaged in the labor code

violations as alleged and deny that they have engaged in any unlawful conduct.

5. The alleged group of Aggrieved Employees (the “PAGA Members”) consists of all persons within the State of California who are or were employed by Defendants in the State of California and classified as non-exempt at any time between July 19, 2022 and May 26, 2024 (the “PAGA Period”).

6. The Complaint alleges civil penalties under PAGA for alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802. Defendants denied, and continue to deny, all of the allegations made by Plaintiff or that they are liable for any of the damages and/or civil penalties as alleged in the Action and/or LWDA Notice.

7. The Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits to the PAGA Members and Plaintiff from continued litigation.

8. On April 26, 2024, the Parties participated in a full-day mediation with neutral mediator Eleanor Barr, Esq. Prior to participating in mediation, the Parties engaged in informal discovery regarding Defendants’ policies, practices, operations, time and payroll information, and other topics. Defendants produced Plaintiff’s personnel file, all employee handbooks in effect throughout the PAGA Period and time and pay data for all of the Aggrieved Employees in order for Plaintiff to evaluate the potential value of Plaintiff’s civil penalty claims. Thereafter, the Parties engaged in extensive, arms-length negotiations and reached agreement on the terms of a settlement of the Action that are memorialized in the Agreement.

9. The Parties conducted investigation of the facts and law. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff’s claims, the defenses thereto, and the Labor Code violations claimed by the Plaintiff. Based on their own independent investigations and evaluations, the Parties and their respective counsel of record are of the opinion that the settlement for the consideration and on the terms set forth in the Settlement Agreement are fair, reasonable and adequate. Plaintiff’s counsel believes that the settlement amount entered into is in the best interests of Plaintiff and the PAGA Members given the inherent risk of litigation. Attached hereto as **Exhibit B** is the fully executed Private Attorneys General Act (Labor Code § 2698 Et Seq.) Settlement and Release Agreement

1 (“Settlement,” “Settlement Agreement,” or “Agreement”) setting forth the terms of the
2 settlement.

3 10. In connection with resolution of this claim and the Agreement, the PAGA
4 Members will be given notice of Plaintiff’s allegations and Defendant’s denial of claims.
5 Attached hereto as **Exhibit C** is the Notice of PAGA Settlement, which will be sent to the PAGA
6 Members as notice of the settlement and their respective individual share of the settlement
7 payment. The terms of the Settlement will be effective upon the Court’s Approval Order on this
8 Approval Stipulation.

9 11. The Gross Settlement Amount agreed to in the Settlement Agreement is One
10 Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00); subject to Court
11 approval, Plaintiff’s counsel shall receive Forty One Thousand Six Hundred Sixty Six Dollars
12 and Sixty Six Cents (\$41,666.67) (33.33%) of the settlement amount for attorney’s fees and
13 reasonable costs incurred in the amount of \$9,669.93. Simpluris, Inc. shall serve as the Settlement
14 Administrator and shall be paid an amount not to exceed \$4,000.00 for actual costs of
15 claims/settlement administration services, to be deducted from the Gross Settlement Amount.
16 Plaintiff shall receive a Service Payment in the amount of Five Thousand Dollars (\$5,000.00),
17 subject to Court approval, for initiation of and service as a representative of the State of California
18 and the PAGA Members. The remaining Net Settlement Amount shall be distributed as set forth
19 in the Settlement Agreement (75% will be payable to the LWDA and 25% will be payable to the
20 PAGA Members).

21 12. Pursuant to Lab. Code § 2699(l)(2), Plaintiff provided notice of the Settlement
22 Agreement to the LWDA by electronically submitting a copy of the Settlement Agreement and
23 this Approval Stipulation at the same time the Approval Stipulation is being filed with the Court.
24 Attached hereto as **Exhibit D** is a true and correct copy of Plaintiff’s submission to the LWDA
25 and a confirmation email.

26 WHEREFORE, IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES
27 HERETO, THROUGH THEIR RESPECTIVE COUNSEL, AS FOLLOWS:

28 1. The Parties stipulate and jointly propose that the Court review and approve the
terms contained in the Parties’ Settlement Agreement, attached as Exhibit B, in full.

1 2. The Settlement is fair, adequate, and reasonable, as it represents a reasoned
2 compromise reached through arm's-length negotiations and considers the risks, complexity, and
3 expense of further litigation.

4 3. Upon the Court's approval of the Settlement Agreement, 33.33% of the Gross
5 Settlement Amount (\$41,666.67) will be paid to Plaintiff's Counsel for attorneys' fees.

6 4. Upon the Court's approval of the Settlement Agreement, \$9,669.93 will be paid
7 to Plaintiff's Counsel for litigation costs.

8 5. Upon the Court's approval of the Settlement Agreement, \$5,000.00 will be paid
9 to Plaintiff as Plaintiff's Service Payment.

10 6. Upon the Court's approval of the Settlement Agreement, it is agreed that the entire
11 Action will be dismissed, with prejudice.

12 7. Upon the Court's approval of the Settlement Agreement, Plaintiff, on behalf of
13 herself, the State of California, and the PAGA Members (as defined in Exhibit B), shall fully
14 release and forever discharge Defendants, and their past and present officers, directors,
15 shareholders, unit holders, managers, employees, agents, principals, heirs, representatives,
16 accountants, auditors, consultants, and its respective successors and predecessors in interest,
17 subsidiaries, affiliates, parents and attorneys ("the Released Parties") from all Released PAGA
18 Claims. The Released PAGA Claims include all claims seeking civil penalties, attorney fees, and
19 costs to the Labor and Workforce Development Agency (LWDA) or any agency acting under the
20 authority of the LWDA under the California Labor Code predicated on the PAGA Claims that
21 were alleged or could have been alleged against the Released Parties based on the facts and
22 theories alleged in the Action, including, but not limited to all claims for civil penalties pursuant
23 to PAGA for alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7,
24 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802, and any amendments to any
25 of these statutes, or upon any claims for unpaid wages, issuance of improper wage statements,
26 and failure to timely pay all wages due arising from employment by Defendants during the PAGA
27 Period.

28 **IT IS SO AGREED:**

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1 Dated: May 17, 2024

MM LAW, APC

2 By Maralle Messrelian
3 MARALLE MESSRELIAN
4 Attorneys for Plaintiff MARIANA RUELAS

5 Dated: May 17, 2024

6 DE CASTRO LAW GROUP, P.C.
7 By Jose-Manuel A. de Castro Digitally signed by Jose-Manuel A. de
8 JOSE-MANUEL DE CASTRO Castro
9 Attorneys for Defendants Vista La Mesa Senior Living, Date: 2024.05.17 07:38:00 -07'00'
10 Inc., and Vista La Mesa Senior Living, LLC
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EXHIBIT A



MM LAW
A Professional Corporation

500 N. Central Ave., Suite 840
Glendale, CA 91203
Tel: 818-810-7747
Fax: 818-230-9018
maralle@mmlawapc.com

July 19, 2023

NOTICE VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency (LWDA)
Attn: PAGA Administrator
<https://dir.tfaforms.net/308>

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Vista La Mesa Senior Living, Inc.
c/o Donald Lam, Agent
100 N. Barranca St. Suite 200
West Covina, CA 91791

Vista La Mesa Senior Living, LLC
c/o Donald Lam, Agent
100 N. Barranca St. Suite 200
West Covina, CA 91791

**RE: Mariana Ruelas/Vista La Mesa Senior Living
Private Attorneys General Act**

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”), Ms. Mariana Ruelas (hereafter “Ruelas”) provides notice on behalf of herself and of all individuals currently and formerly employed in California as non-exempt or hourly paid employees (hereafter the “Aggrieved Employees”), by Vista La Mesa Senior Living, Inc. and Vista La Mesa Senior Living, LLC (hereafter collectively “VISTA LA MESA”) at any of its California locations, of violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802. On behalf of herself and all other Aggrieved Employees, Ruelas hereby provides this notice to the Labor & Workforce Development Agency and VISTA LA MESA and its agents and representatives.

At all relevant times, VISTA LA MESA has employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Ruelas and the Aggrieved Employees are “employees” within the meaning of Wage Order 5-2001 (hereafter “the Wage Order”) § 2, subdivision (E) and “Aggrieved Employees” within the meaning of Labor Code § 2699, subdivision (c).

An Aggrieved Employee pursuing a representative action under the PAGA could seek civil penalties for alleged Labor Code violations that affected the Aggrieved Employee, as well as

separate California Labor Code violations that affected other employees. In *Huff v. Securitas Security Services USA, Inc.*, 233 Cal. Rptr. 3d 502 (Ct. App. 2018), the Court concluded that an employee affected by at least one California Labor Code violation could pursue civil penalties under PAGA on behalf of other Aggrieved Employees for all Labor Code violations by the same employer, even if such violations did not affect the employee initiating the PAGA action. Consequently, Ruelas can equivocally bring the following labor code violations on behalf of all other employees.

STATEMENT OF FACTS

VISTA LA MESA first employed Ruelas as a Server/Dietary Aide in or around early June 2023 to work at its Grossmont Gardens Senior Living residential care facility. Ruelas generally worked from 6:00 a.m. to 2:00 p.m. Ruelas' employment ended on or around June 16, 2023.

At all relevant times, VISTA LA MESA issued wages to Ruelas and all of the other Aggrieved Employees on a biweekly basis and paid them by the hour. At all relevant times, VISTA LA MESA classified Ruelas and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order. Ruelas's latest rate of pay was approximately \$16.00 per hour.

VISTA LA MESA failed to pay Ruelas and the other Aggrieved Employees for all time worked or subject to its control. Ruelas and the other Aggrieved Employees consistently worked "off the clock" in that the company had a policy and practice of rounding down work hours and "time shaving" which led to Ruelas and others not being paid for all hours worked, which would include the minimum wage. Moreover, to the extent employees such as Ruelas and others worked through their meal periods and those meal periods were interrupted, they were not compensated for that time, which would be akin to a minimum wage violation.

Due to the above "off the clock" violations, VISTA LA MESA failed to pay Ruelas and the Aggrieved Employees properly-calculated overtime wages. The Aggrieved Employees' actual work hours, which included the "off the clock" work as described above, entitled them to overtime, however, it was not company policy to keep accurate track of all hours worked and to pay employees the accurate amount of overtime, especially since the "off the clock" work was not factored into the equation. Furthermore, any incentive payments and/or bonus payments were not factored into employees' regular rate of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

VISTA LA MESA failed to provide all compliant meal periods and authorize and permit all compliant rest periods to which Ruelas and the other Aggrieved Employees were entitled. Ruelas and the other Aggrieved Employees were entitled to take off-duty, uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked. Ruelas and the Aggrieved Employees would

not be able to take timely, uninterrupted meal periods before the 5th or 10th hour worked. Similarly, Ruelas and the other Aggrieved Employees were not able to take timely and uninterrupted 10-minute rest breaks. During her employment, Ruelas never took a ten-minute rest break. Moreover, when the Aggrieved Employees were clocked out for a meal period or taking their rest breaks, VISTA LA MESA management/staff would interrupt them with questions about work related matters or requests for assistance. On information and belief, VISTA LA MESA did not provide premium wages for these meal and rest break violations; if VISTA LA MESA did provide premium wages, they were not paid at the correct rate, as explained above.

VISTA LA MESA failed to reimburse Ruelas and the other Aggrieved Employees for business expenses they incurred in direct consequence of the discharge of their duties. VISTA LA MESA required Ruelas and the Aggrieved Employees to use their own personal cell phones to communicate with management concerning work matters. Ruelas also bought an apron for work as VISTA LA MESA did not provide her with one. However, VISTA LA MESA did not provide Ruelas and the others with mobile phones and did not reimburse Ruelas and the other Aggrieved Employees for these mobile phone expenses and kitchen tools. Accordingly, VISTA LA MESA was in violation of California Labor Code sections 2800 and 2802.

VISTA LA MESA failed to pay its employees all wages due to them within any time period specified by California Labor Code section 204, including the minimum wages and overtime as described above as well as meal/rest break premiums.

VISTA LA MESA did not provide Ruelas and the other Aggrieved Employees accurate, itemized wage statements. Wage statements must include, among other things, total hours worked by the employee. Labor Code § 226(a)(2). VISTA LA MESA issued wage statements that inaccurately reflected total hours worked, gross and net wages earned, and the number of hours worked at each hourly rate because of VISTA LA MESA's failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). VISTA LA MESA's failure to maintain accurate records as to the hours worked daily by employees also constitutes a violation of Labor Code section 1174(d).

Finally, because VISTA LA MESA did not properly pay all wages earned as explained herein, VISTA LA MESA also failed to pay final wages owed to Ruelas and the other Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid wages include minimum wages and compensation for all hours worked, overtime compensation, premium pay for missed meal and rest breaks, and business expense reimbursement, among others.

VISTA LA MESA failed to provide paid sick leave to Ruelas and all of the other Aggrieved Employees. VISTA LA MESA failed to provide Ruelas and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave.

VISTA LA MESA has also violated Labor Code section 558 and engaged in business practices which violate Business and Professions Code Section 17200.

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Moreover, Ruelas would have individual causes of action against VISTA LA MESA for violations under the Fair Employment and Housing Act (FEHA) for sexual harassment, failure to prevent sexual harassment, negligent retention and supervision, wrongful constructive discharge in violation of public policy, intentional infliction of emotional distress, and negligent infliction of emotional distress, among others. During her employment tenure, Ruelas was sexually harassed by the dishwasher “Salvador.” On or around June 8, 2023, Salvador grabbed Ms. Ruelas’ butt multiple times throughout the day, inappropriately touched her body, and kept saying “I want sex”. Ruelas notified her supervisor Melissa about Salvador’s sexually harassing conduct to no avail. VISTA LA MESA did not take any corrective action. In fact, Executive Director, “Fernando,” informed Ruelas that she had to continue working with Salvador as they were short staffed. Ruelas did not feel safe or comfortable working with Salvador. The hostile work environment and VISTA LA MESA’s lack of investigation and failure to prevent harassment caused Ruelas a great deal of anxiety and stress and made it difficult for Ruelas to continue working there. Consequently, Ruelas was forced to quit her job on or around June 16, 2023.

For the reasons herein, on behalf of herself and the Aggrieved Employees, Ruelas alleges that VISTA LA MESA committed the following violations of the California Labor Code and the Wage Order: 1) failed to pay wages for all time worked or subject to VISTA LA MESA’s control, including minimum wages, correctly-calculated overtime and double time wages; 2) failed to provide meal periods or pay correctly-calculated premium wages in lieu thereof; 3) failed to authorize and permit rest periods or pay correctly-calculated premium wages in lieu thereof; 4) failed to reimburse reasonably necessary business expenses; 5) failed to provide compliant wage statements; 6) failed to maintain accurate records; 7) failed to provide sick leave/statements of sick leave available; and 8) failed to timely pay all wages owed during and upon separation of employment.

Accordingly, Ruelas now seeks civil penalties on behalf of herself and the Aggrieved Employees based on VISTA LA MESA’s alleged violations of the California Labor Code and the Wage Order.

THE WAGE ORDER

The Wage Order applies to “all persons employed in the public housekeeping industry,” where “Public Housekeeping Industry” includes “...homes for the aged, and similar establishments offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child care..” (*Id.*, §§ 1 & 2(P)(4).) At all relevant times during the applicable limitations period, VISTA LA MESA operated a residential care facility for the elderly. Accordingly, Ruelas and the Aggrieved Employees are entitled to the protections provided under the Wage Order.

FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT THE CORRECT RATES OF PAY

Labor Code §§ 510, 558, 1194, 1197, and 1198

Labor Code sections 510, 1194, and 1197 require employers to pay the wages agreed to and at least minimum wages for all time under the employer’s control, overtime wages for hours worked

over eight per day or forty per week at one and one-half times the employee's regular rate of pay, and double-time wages for hours worked over twelve in one day or for the first eight hours of work on the seventh consecutive day of work at two times the employee's regular rate of pay. Labor Code section 558 establishes a civil penalty for violation of Labor Code section 510. Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

VISTA LA MESA failed to pay all minimum, regular, and overtime wages to Ruelas and the other Aggrieved Employees because VISTA LA MESA paid wages based on rounded times, did not pay for off-the-clock work, and failed to pay overtime wages based on correct regular rates of pay.

FAILURE TO PROVIDE MEAL PERIODS

Labor Code §§ 226.7, 512, and 1198

Employers must provide employees a 30-minute, uninterrupted meal period after no more than five hours of work, and a second such meal period after no more than 10 hours work. Labor Code § 512(a); IWC Wage Order(s) §§ 11(A)-(B); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. If an employer fails to provide an employee a meal period in accordance with California law, the employer must pay the employee one hour of pay at the employee's regular rate for each work day the meal period is not provided. Lab. Code § 226.7(c); IWC Wage Order(s), § 11(D); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

VISTA LA MESA failed to provide Ruelas and the other Aggrieved Employees with compliant meal periods and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

Labor Code § 226.7 & 1198

The Rest Period section of the applicable Wage Order provides: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof." IWC Wage Order(s), § 12(A). If an employer fails to provide an employee a rest period in accordance with California law, the employer must pay the employee one hour of pay at the employee's regular rate for each work day a rest period is not provided. IWC Wage Order(s), § 12(B); Labor Code § 226.7(c); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

VISTA LA MESA failed to authorize and permit Ruelas and the other Aggrieved Employees to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

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FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

Labor Code §§ 226

California employers are required to provide itemized wage statements showing, among other things, “gross wages earned,” “total hours worked by the employee,” “net wages earned,” and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” Labor Code §§ 226(a)(1), (2), (5), (9).

VISTA LA MESA did not provide itemized wage statements accurately reflecting Ruelas’s and the other Aggrieved Employees’ gross wages earned, total hours worked, net wages earned, and all applicable hourly rates and the number of hours worked at each rate.

FAILURE TO PROVIDE ACCURATE RECORDS

Labor Code §§ 1174, 1174.5, 1198; IWC Wage Order(s), § 7

An employer must maintain payroll records showing hours worked daily by, and wages paid to, its employees, in accordance with rules established by the Industrial Welfare Commission. Labor Code §1174. An employer must also maintain time records showing when each work period, and meal period, begins and ends. IWC Wage Order(s), § 7.

Because VISTA LA MESA rounded employees’ time worked, did not record off-the-clock work, and interrupted employees’ meal periods, VISTA LA MESA failed to maintain accurate records as to the hours worked daily by employees and as to when each work period and meal period began and ended.

FAILURE TO REIMBURSE FOR EXPENSES

Labor Code §§ 1198, 2802, and 2804

An employer must reimburse its employees for their reasonable business-related expenses. Labor Code § 2802. The right to reimbursement cannot be waived. Labor Code § 2804.

VISTA LA MESA failed to reimburse Ruelas and the other Aggrieved Employees for their reasonable business-related expenses, including use of their own personal cell phones and kitchen tools, in effectuating their job duties.

FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT & UPON SEPARATION

Labor Code §§ 201-204

An employer must pay “[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment...twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Labor Code § 204. An employer must pay all wages owed to terminated employees at the time of termination, or within 72 hours to employees who quit. Labor Code §§ 201-202. If an employer willfully fails to timely pay all

wages to separated employees, the wages continue at the same rate for up to 30 days, until paid. Labor Code § 203.

As a result of its failure to pay all wages earned, as described above, VISTA LA MESA failed to pay all final wages due to Ruelas and the other Aggrieved Employees and violated Labor Code Sections 201-204.

CONCLUSION

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that Mariana Ruelas will seek both reasonable attorneys' fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure §1021.5 to resolve this matter before litigation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Maralle Messrelan".

Maralle Messrelan, Esq.

maralle@mmlawapc.com

EXHIBIT B

**PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AND RELEASE AGREEMENT**

Mariana Ruelas v. Vista La Mesa Senior Living, et al.
San Diego County Superior Court, Case No. 37-2023-00050755-CU-OE-CTL

Subject to Court approval by the Superior Court for the State of California, County of San Diego (“Court”), Plaintiff Mariana Ruelas (“Plaintiff”) and Defendants Vista La Mesa Senior Living, Inc. and Vista La Mesa Senior Living, LLC (“Vista La Mesa” or “Defendants”) (collectively, Plaintiff and Defendants are the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the PAGA claims in the Action entitled Mariana Ruelas v. Vista La Mesa Senior Living, et al., San Diego County Superior Court case no. 37-2023-00050755-CU-OE-CTL (the “Action”).

PAGA MEMBERS BY THE SETTLEMENT

1. **PAGA Members:** This Settlement covers all persons within the State of California who are or were employed by Defendants in the State of California and classified as non-exempt during the PAGA Period (the “PAGA Members”).
2. **PAGA Period:** The Settlement covers the period from July 19, 2022 through May 26, 2024 (the “PAGA Period”).
3. **Effective Date:** The effective date (“Effective Date”) of this Agreement shall be the date the Court has signed an order approving the motion or joint stipulation of settlement for approval of this PAGA Settlement, and enters an order thereon.

SETTLEMENT CONSIDERATION

4. **Gross Settlement Amount:** Defendants will pay One Hundred Twenty Five Thousand Dollars and Zero Cents (\$125,000.00) to settle the PAGA claims in the Action (“Gross Settlement Amount”). In no event shall Defendants be liable for more than the Gross Settlement Amount of \$125,000.00 as a result of this Settlement. The Gross Settlement Amount will be allocated as follows:

- a. Third-Party Settlement Administration Fees of up to Four Thousand Dollars (\$4,000.00);
- b. Plaintiff's counsel's, Maralle Messrelian of MM LAW, APC (PAGA Counsel"), request for attorneys' fees of up to 33% of the Gross Settlement Amount, or Forty One Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$41,666.67) ("PAGA Counsel's Fees"), subject to Court approval, plus actual costs and expenses incurred by PAGA Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00) ("PAGA Counsel's Costs"); and
- c. Plaintiff's Service Payment: Five Thousand Dollars (\$5,000.00) shall be paid to Plaintiff for initiation of and service as a representative of the State of California and of all other PAGA Members.
- d. The remaining funds (the Gross Settlement Amount less the Third-Party Settlement Administration Fees, PAGA Counsel's Fees, PAGA Counsel's Costs, and Plaintiff's Service Payment) shall be referred to as the "Net Settlement Amount." Court approval of specific amounts for each of the foregoing less than the maximum amounts specified in subsection (a) through (c) above shall not be a basis for Plaintiff to avoid this Agreement.

5. **Escalator Clause.** Defendants estimated for purposes of mediation that as of April 26, 2024, there were approximately 326 PAGA Members and 4,122 pay periods for all PAGA Members during the PAGA Period and this estimate served as the basis for Plaintiff accepting the settlement. The parties agree that, if the actual number of pay periods during the PAGA period is more than 15% higher than the foregoing estimate (i.e. exceeds 4,740), at the option of Vista La Mesa, the PAGA Settlement Amount will be increased on a pro rata basis based on the additional pay periods beyond 4,740, or the PAGA period shall be adjusted to end as of the date the number of employee pay periods encompassed within the PAGA period does not exceed 4,740.

6. **Distribution of the Net Settlement Amount.** The Net Settlement Amount shall be designated as PAGA penalties in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in or reasonably related to the operative Complaint with respect to PAGA Members, allocated between the LWDA and the PAGA Members pursuant to Labor Code Section 2699(i) with 75% paid to the LWDA and 25% paid to the PAGA Members on a pro-rata basis (“PAGA Penalties Fund”). The 25% of the Net Settlement Amount will be paid to all PAGA Members according to the following formula: Settlement Payment to each PAGA Member = $[\$[25\% \text{ of Net Settlement Amount}] \times [\text{Pay Periods Worked by Individual PAGA Member During PAGA Period} \div \text{Total Pay Periods Worked by All PAGA Members during PAGA Period}]]$.

7. **Settlement Administration.** Settlement Administrator Simpluris, Inc., or as otherwise agreed to by the Parties and approved by the Court, will administer this Settlement and will be responsible for issuing payments and appropriate tax forms to PAGA Members, the LWDA, Plaintiff, and PAGA Counsel. The estimate of costs of administration for the disbursement of the PAGA Penalties Fund is no more than \$4,000.00. If less than \$4,000.00 is spent on the Settlement Administrator, the unused funds will be re-allocated to the Net Settlement Amount.

8. **Court Approval of the Settlement and Distribution of Settlement Payments.** The Parties will present this Settlement Agreement to the Court and will request that the Court issue a Court Approval Order and Judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the “Court Approval Order and Judgment”), dismissing the Action with prejudice, and entering judgment. The Parties shall submit this Settlement Agreement for the Court’s approval by stipulation and order, unless the Court requires a motion, in which event, Plaintiff will undertake that responsibility.

9. **Notice to LWDA.** Pursuant to California Labor Code § 2699(l)(1), Plaintiff shall submit to the LWDA a copy of this Settlement Agreement and all supporting approval documents at the same time that Plaintiff submits it to the Court for approval.

10. **Funding of the Settlement.** Within thirty (30) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator. Within ten (10) calendar days after the Effective Date, Defendants shall provide the Settlement

Administrator with a list of all PAGA Members with each listed employee's full name, hiring, and, if applicable, termination dates in connection with the employee's employment with Defendant during the PAGA Period, last known mailing address, and social security number. Within twenty (20) calendar days of receipt of the list of all PAGA Members, the Settlement Administrator shall run all the addresses of PAGA Members through the United States Postal Service NCOA database to obtain current address information, and issue payments to (a) the PAGA Members; (b) the LWDA; (c) PAGA Counsel for PAGA Counsel's Fees and Costs; (d) Plaintiff for her Service Payment, and (e) itself. The Settlement Administrator will skip-trace return mail and re-mail within five (5) calendar days. The Settlement Administrator will issue the appropriate tax forms for all payments issued under this Settlement. If the Effective Date falls on a holiday or weekend, the Effective Date shall be the next calendar day.

11. **Settlement Payments to PAGA Members:** The Settlement Administrator will issue each PAGA Member a check for his or her share of the Net Settlement Amount along with an explanatory letter in the form attached as **Exhibit A**. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance shall be paid to the California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Member. The Parties do not bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator. All settlement payments to PAGA Members will be treated as miscellaneous income for which an IRS Form 1099 will be issued by the Settlement Administrator if required by law.

12. **Settled and Released PAGA Claims.** Upon the Effective Date of this Settlement, Plaintiff, the State of California (including, but not limited to, the LWDA), and the PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released PAGA Claims with respect to Defendant and its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals,

heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys. The released PAGA claims shall include all known or unknown claims for civil penalties, attorneys' fees and costs, or any other relief under PAGA arising out of the Labor Code claims and allegations expressly plead in the LWDA Notice and the operative Complaint and all other Labor Code claims that could have been asserted based on the facts and allegations plead in the operative Complaint, including but not limited to: California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1197, 1198, 2802.

13. **No Credit Toward Benefit Plans.** Payments to PAGA Members as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any PAGA Member may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any PAGA Member may be entitled under any benefit plans.

14. **No Prior Assignments.** The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

15. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

16. **Continued Jurisdiction.** After entry of the Court Approval Order and Judgment, the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval matters as may be appropriate under court rules or as set forth in this Settlement.

17. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms regarding the Action. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

18. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either all the Parties or their successors-in-interest or counsel for all Parties.

19. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

20. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

21. **California Law Governs.** All terms of this Settlement Agreement and Exhibit(s) hereto will be governed by and interpreted according to the laws of the State of California.

22. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

23. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel before Louis

Marlin, an experienced and well-respected mediator who focuses on mediation of employment matters involving alleged wage and hour violations. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

24. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant, the Released Parties, or Plaintiff. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

25. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable. If any provision of this Settlement Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Settlement Agreement which can be given effect without the invalid provisions or application and, to this end, the provisions of this Settlement Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable party.

26. **Captions.** The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

27. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

28. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

29. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

30. **Representation By Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

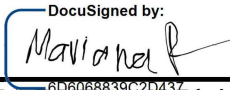
31. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

32. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

33. **Confidentiality.** The Parties and their attorneys agree to keep this settlement confidential through approval by the Court. Thereafter, Plaintiff and Plaintiff’s Counsel will not (a) issue any press or other media release, (b) initiate any contact with the press, other media (including social media), or any third party, (c) respond to any inquiry from the press, or media, or (d) have any communication with the press or other media about this action, including, but not limited to the fact, amount, and terms of this Memorandum of Understanding and the Agreement, either before or after the Court approves the Agreement.

4/29/2024

DATE

DocuSigned by:

61D6168839C21437
MARIANA RUELAS, Plaintiff

5-2-2024

DATE

James Bender Digitally signed by James Bender
DN: cn=James Bender, o=Sunny Hills Management
Co, Inc, ou, email=james@shmcrc.com, c=US
Date: 2024.05.02 09:39:16 -0700
James Bender on behalf of
VISTA LA MESA SENIOR LIVING, INC.

5-2-2024

DATE

James Bender Digitally signed by James Bender
DN: cn=James Bender, o=Sunny Hills Management Co,
Inc., ou, email=james@shmcrc.com, c=US
Date: 2024.05.02 09:40:04 -0700
James Bender on behalf of
VISTA LA MESA SENIOR LIVING, LLC

APPROVED AS TO FORM

MM LAW, APC

04-29-2024

DATE


Maralle Messrelan for Plaintiff

DE CASTRO LAW GROUP

5-3-2024

DATE

Jose-Manuel A. 
de Castro Digitally signed by Jose-Manuel
A. de Castro
Date: 2024.05.03 08:41:03 -07'00'
Jose Manuel A. de Castro for Defendants

EXHIBIT C

NOTICE OF PAGA SETTLEMENT

Mariana Ruelas v. Vista La Mesa Senior Living, et al.
San Diego County Superior Court, Case No. 37-2023-00050755-CU-OE-CTL

<< Simpluris, Inc. >>

[]
[]

Telephone: []

«Barcode» «BarcodeString»

SIMID «SIMID»

«FirstName»

«LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of lawsuits brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”) (“the Action”). The plaintiff in the Action is Mariana Ruelas (“Plaintiff”) and the defendants are Vista La Mesa Senior Living, Inc. and Vista La Mesa Senior Living, LLC (“Defendants”). The Action seek civil penalties for purported violations of the California Labor Code on behalf of all persons within the State of California who are or were employed by Defendants in the State of California and classified as non-exempt during the PAGA Period of July 19, 2022 through May 26, 2024 (the “PAGA Members”). Defendants deny all claims and allegations in the Action, deny that they owe any penalties, and assert that they have fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the case and the Court has approved the settlement and release of claims. By settling the Action, Defendants are not admitting that they have done anything wrong as of and subject to the occurrence of the Effective Date of the Settlement. Upon the Effective Date of this Settlement, Plaintiff, the State of California (including, but not limited to, the LWDA), and the PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released PAGA Claims with respect to Defendants and their past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys. The released PAGA claims shall include all known or unknown claims for civil penalties, attorneys’ fees and costs, or any other relief under PAGA arising out of the Labor Code claims and allegations expressly plead in the operative Complaint and all other Labor Code claims that could have been asserted based on the facts and allegations plead in the operative Complaint, including but not limited to: California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1197, 1198, 2802.

By Order dated <<court approval order date>>, the Superior Court of the State of California, Santa Clara County approved the Settlement of the PAGA claims.

According to the Defendants' records, you are a PAGA Member and therefore entitled to a share of the settlement based upon the Court approved allocation. Enclosed with this Notice is your check for your share. The settlement check shall remain valid for 180 days. Thereafter, all uncashed checks shall be distributed to California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Member.

Please Note: One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate tax forms pertaining to your payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to Simpluris Inc. (the Settlement Administrator) using the contact information at the top of this correspondence.

EXHIBIT D

PROPOSED ORDER

Having considered the Parties' Private Attorneys General Act (Labor Code § 2698 Et Seq.) Settlement and Release Agreement and the Approval Stipulation, IT IS HEREBY ORDERED THAT:

1. To the extent required by Labor Code § 2699(l), the Settlement and its terms represent a reasonable and adequate settlement of highly disputed claims to Plaintiff, the "PAGA Members" (as the term is defined in the Settlement), the State of California, Plaintiff's counsel, and Defendant, and is approved.

2. Defendant shall pay the "Gross Settlement Amount" (as the term defined in the Settlement) in the amount of \$125,000. The Gross Settlement Amount includes: (a) Attorney fees in the amount of \$41,666.67 and litigation costs in the amount of \$9,669.93; (b) Plaintiff's Service Payment in the amount of \$5,000.00; (c) Administration Costs of \$4,000.00 to administer the settlement, in accordance with the procedure as mentioned in the Settlement and; (d) "Net Settlement Amount" (as the term defined in the Settlement) payable to the PAGA Members and the Labor and Workforce Development Agency ("LWDA");

3. The allocation of the Settlement payment among the Plaintiff, the PAGA Members, the State of California, the Settlement Administrator, Plaintiff, and Plaintiff's counsel is fair, just, reasonable, adequate, and equitable to all concerned, and is approved to the extent required under Labor Code § 2699(l).

4. The settlement is approved on the terms stated in the Settlement.

5. Judgment in this matter is entered in accordance with, and incorporates by reference, the terms and conditions of the Settlement. Instead of filing a request for dismissal to terminate this action, this judgment will terminate the action.

6. The Settlement is not an admission by Defendants, or any of the "Released Parties" (as the term is defined in the Settlement), nor is this judgment a finding of the validity of any allegations or of any wrongdoing by Defendants or the Released Parties. Neither this judgment, the Settlement, nor any document referred to therein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or the Released Parties.

7. The Settlement shall be binding on Plaintiff, all PAGA Members, and the State

1 of California, who are hereby barred from re-litigating any of the claims released by the
2 Settlement.

3 8. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain
4 exclusive and continuing jurisdiction over the above-captioned action and the parties for
5 purposes of enforcing the terms of the Settlement.

6 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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9 DATED: _____

10 **HON. KENNETH J. MEDEL**
11 **JUDGE OF THE SUPERIOR COURT**
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