

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 Wendy M. Behan
Dept.: C-66

Complaint Filed: November 21, 2023

Trial Date: Not Set

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/20/2024 at 01:04:00 PM

Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

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
allegations set forth in her LWDA letter dated July 19, 2023 (the “Action”).

27 4. On February 9, 2024, Defendants filed their answer to the complaint and disputed
28 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 Castro
8 JOSE-MANUEL DE CASTRO Date: 2024.05.17 07:38:00 -07'00'
9 Attorneys for Defendants Vista La Mesa Senior Living,
10 Inc., and Vista La Mesa Senior Living, LLC
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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: 05/29/2024



10 **HON. WENDY M. BEHAN**
11 **JUDGE OF THE SUPERIOR COURT**
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