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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

NICOLAS ALVAREZ RODRIGUEZ,
individually, and on behalf of the State of
California and other aggrieved persons,

Plaintiff,
v.

SUN HILL PROPERTIES, INC., a California
corporation; SUN HILL REAL ESTATE,
LLC, a limited liability company;
HILLCREST REAL ESTATE, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23STCV31611

PAGA REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Theresa M.
Traber, Dept. 1]*

**JOINT STIPULATION REGARDING
APPROVAL OF SETTLEMENT UNDER
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT; [~~PROPOSED~~] ORDER**

*[Filed concurrently with: Declaration of
Arrash T. Fattahi]*

Complaint filed: December 27, 2023
FAC filed: July 17, 2024
Trial date: Not set

1 **IT IS HEREBY STIPULATED AND AGREED BY THE BELOW PARTIES,**
2 **THROUGH THEIR RESPECTIVE COUNSEL OF RECORD, AS FOLLOWS:**

3 **WHEREAS**, on December 27, 2023, Plaintiff Nicolas Alvarez Rodriguez (“Plaintiff”)
4 filed a wage-and-hour class action complaint against Defendants Sun Hill Properties, Inc., Sun
5 Hill Real Estate, LLC, and Hillcrest Real Estate, LLC (“Defendants,” and together with
6 Plaintiff, the “Parties”) in the Superior Court of California, County of Los Angeles, based on
7 Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages),
8 failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay
9 final wages at termination, failure to provide accurate itemized wage statements, failure to
10 indemnify for necessary business expenditures, and unfair business practices (the “Action”)
11 (Declaration of Arrash T. Fattahi [“Fattahi Decl.”], ¶ 2);

12 **WHEREAS**, on January 15, 2024, pursuant to California Labor Code (“Cal. Lab. Code”)
13 § 2699.3(a)(1)(A), Plaintiff provided written notice to the California Labor & Workforce
14 Development Agency (“LWDA”) and Defendants of his intent to seek civil penalties under the
15 Private Attorneys General Act (“PAGA”) stemming from Defendants’ alleged violations of, *inter*
16 *alia*, Cal. Lab. Code sections 201-204, 210, 226, 226.3, 226.7, 510, 1174, 1174.5, 1194, 1197,
17 1197.1, 1198, and 2802, and applicable Industrial Welfare Commission Wage Orders (Fattahi
18 Decl., ¶ 3, Ex. A);

19 **WHEREAS**, pursuant to Cal. Lab. Code § 2699.3(a)(2)(A), the LWDA had 65 calendar
20 days to notify Plaintiff and Defendants whether it intended to investigate the alleged violations,
21 but the LWDA did not do so (Fattahi Decl., ¶ 3);

22 **WHEREAS**, on July 16, 2024, Plaintiff’s class action claims were dismissed without
23 prejudice (Fattahi Decl., ¶ 4);

24 **WHEREAS**, on July 17, 2024, Plaintiff filed a First Amended Complaint, which disposed
25 of the class action claims and added a cause of action for civil penalties under PAGA (Fattahi
26 Decl., ¶ 5);¹

27 ¹ On March 28, 2025, this Court granted the Parties’ request for Plaintiff to file a Second Amended Complaint
28 adding an additional plaintiff. Plaintiff will not be filing a Second Amended Complaint adding an additional
 plaintiff as Plaintiff’s counsel no longer represents the new plaintiff that was to be added to the matter.

1 **WHEREAS**, the Parties participated in private mediation on October 1, 2024, with
2 Monique Ngo-Bonnici, Esq., which ultimately led to a resolution of the matter following additional
3 meet and confer effort between the Parties (Fattahi Decl., ¶ 6);

4 **WHEREAS**, on January 20, 2026, the Parties fully executed a long-form settlement
5 agreement which includes an explanatory letter to be mailed out by the Settlement Administrator
6 to all persons within the State of California who are or were employed by Defendants in the State
7 of California as non-exempt during the PAGA Period² (“the Aggrieved Employees”) (Fattahi
8 Decl., ¶ 7; Ex. B [“Settlement” or “Settlement Agreement”]);³

9 **WHEREAS**, Cal. Lab. Code section 2699(b)(4) requires judicial review and approval of
10 any proposed settlement involving a PAGA claim;

11 **WHEREAS**, Plaintiff and Plaintiff’s counsel concluded, after taking into account the
12 sharply disputed factual and legal issues involved in the Action, the risks associated with further
13 prosecution, and the substantial benefits received and to be received pursuant to the Settlement,
14 that the Settlement is in the best interest of all interested parties and beneficiaries. (Fattahi
15 Decl., ¶ 8);

16 **WHEREAS**, Plaintiff and Plaintiff’s counsel have balanced their evaluation of the
17 validity and strength of these asserted allegations against the problems of proof, collectability,
18 and the legal standards governing said allegations, and found significant risk in proceeding.
19 Based on this evaluation, Plaintiff’s counsel believes that the Settlement satisfies the public
20 policies of PAGA and is fair to all parties and beneficiaries (Fattahi Decl., ¶ 9);

21 **WHEREAS**, similarly, Defendants and Defendants’ counsel concluded there were
22 benefits associated with settling, and although Defendants dispute the various allegations in the
23 Action, Defendants took into account the risk attending further defense, the expense, time, and
24 burden of protracted litigation, and the desire to put the controversy to rest, and based on these
25 factors, Defendants and Defendants’ counsel agreed to the Settlement without any admission of
26 fault or liability;

27 _____
28 ² The “PAGA Period” is defined as the period January 15, 2023, through October 8, 2025.

³ Plaintiff is concurrently submitting the Settlement Agreement to the LWDA.

1 **WHEREAS**, as part of the Settlement, Defendants have agreed to pay a sum of
2 \$485,000.00 (the “Gross Settlement Amount”), which includes payments to all Aggrieved
3 Employees, payment of Plaintiff’s counsel’s fees and costs, payment to Plaintiff for service as
4 the PAGA representative, and payment to the Settlement Administrator for administration costs
5 (Fattahi Decl., ¶ 10; Ex. B);

6 **WHEREAS**, the fee award requested here is \$161,666.67, representing one third (1/3)
7 of the Gross Settlement Amount, and is justified because: (1) Plaintiff’s counsel achieved a
8 significant monetary recovery for the Aggrieved Employees and the LWDA in an uncertain and
9 risky case while bearing the substantial burdens of representation on a contingency basis; (2)
10 the fees requested are in line with market rates; (3) Plaintiff’s counsel expended significant time
11 and resources in litigating this case, which resulted in a favorable result for the LWDA, Plaintiff,
12 and the Aggrieved Employees; and (4) Plaintiff’s counsel elected to bear the contingency risk
13 of this litigation for the benefit of the Aggrieved Employees, as well as for the State of California
14 (Fattahi Decl., ¶ 11);

15 **WHEREAS**, Plaintiff’s counsel has dedicated substantial resources to this litigation,
16 including approximately \$21,568.23 in costs as of April 1, 2026, without receiving any
17 compensation, and all of Plaintiff’s counsel’s litigation costs are documented and reasonably
18 incurred (Fattahi Decl., ¶ 12; Ex. C);

19 **WHEREAS**, Plaintiff anticipates incurring an additional \$300.00 in anticipated future
20 costs for filing fees, messenger costs, and copying costs following the Court’s Order regarding
21 the Parties’ Joint Stipulation, and also requests reimbursement of such, for a total of \$21,868.23
22 in litigation costs (Fattahi Decl., ¶ 12);

23 **WHEREAS**, Plaintiff requests an enhancement fee of \$10,000.00 for his service as the PAGA
24 representative, which is intended to recognize: (1) the substantial time and effort that Plaintiff has
25 expended on behalf of the State and Aggrieved Employees; (2) the risks faced by Plaintiff as a result of
26 bringing this Action; (3) the fact that Plaintiff put the interests of the State of California and other
27 Aggrieved Employees ahead of his own; and (4) the substantial benefit conferred upon the State and the
28 Aggrieved Employees as a result of Plaintiff’s actions (Fattahi Decl., ¶ 13);

[PROPOSED] ORDER

The Court, having reviewed the Parties' Joint Stipulation Regarding Approval of Settlement Under California Private Attorneys General Act, orders as follows:

1. Defendants shall pay the Gross Settlement Amount of \$485,000.00 according to the terms of the Settlement;
2. The Net Settlement Amount means the Gross Settlement Amount minus the following: (a) \$161,666.67 allocated to Attorneys' Fees; (b) \$21,868.23 allocated to litigation costs; (c) \$5,750.00 allocated to the Settlement Administrator Costs; and (d) ~~\$10,000.00~~ ^{\$8,500.00} allocated to Plaintiff as a Service Award;
 - a. The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of Attorneys' Fees in the amount of \$161,666.67, to be paid from the Gross Settlement Amount;
 - b. The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of litigation costs in the amount of \$21,868.23, to be paid from the Gross Settlement Amount;
 - c. The Court approves payment to the Settlement Administrator, Phoenix Settlement Administrators, for its reasonable costs and fees to administer the Settlement, in the amount of \$5,750.00, to be paid from the Gross Settlement Amount;
 - d. The Court approves ~~\$10,000.00~~ ^{\$8,500.00} to be paid to Plaintiff as a Service Payment for his efforts as a named plaintiff and representative for the Aggrieved Employees and the State of California, to be paid from the Gross Settlement Amount.
3. Of the Net Settlement Amount, 75% is allocated to the LWDA and 25% is allocated to the Aggrieved Employees;
4. The "PAGA Period" is defined as the period January 15, 2023, through October 8, 2025;
5. The "Aggrieved Employees" consist of all persons within the State of California

who are or were employed by Defendants in the State of California as non-exempt employees during the PAGA Period;

6. The Court directs Defendants to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator pursuant to Section IV(2)(c) of the Settlement Agreement;
7. The Court directs the Parties and the Settlement Administrator to carry out the terms of the Settlement;
8. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's terms; and
9. Plaintiff's counsel shall submit a copy of this Order to the LWDA.
10. The March 28, 2025 Order granting Plaintiff leave to file a Second Amended Complaint is deemed moot.

IT IS SO ORDERED.

Dated: May 13, 2026

By: 
Honorable Theresa M. Traber
Judge of the Los Angeles Superior Court

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