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LA COSTA GLEN CARLSBAD CCRC LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JOSIE NAJERA, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act,

Plaintiff,

v.

LA COSTA GLEN CARLSBAD CCRC LLC; and DOES 1 through 25, inclusive,

Defendants.

CASE NO.: 37-2024-00013030-CU-OE-CTL

Assigned for all purposes to the Honorable Katherine Bacal, Dept. C-63

JOINT STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS AND ENTERING JUDGMENT THEREON

Complaint Filed: March 20, 2024
Trial Date: Not Yet Set

STIPULATION

Plaintiff Josie Najera ("Plaintiff") and Defendant La Costa Glen Carlsbad CCRC LLC ("Defendant") (collectively, the "Parties") have reached a settlement that will resolve this matter in its entirety. The terms of the settlement are set forth in the Private Attorneys General Act Settlement Agreement and Release which is attached to the Declaration of Danielle L. GruppChang ("GruppChang Declaration") as **Exhibit A**.

The following documents are also attached as exhibits to the GruppChang Declaration:

- **Exhibit B**: Proposed Cover Letter to aggrieved employees
- **Exhibit C**: List of litigation expenses incurred by Plaintiff's counsel
- **Exhibit D**: Proposed Settlement Administrator's Quote
- **Exhibit E**: Confirmation of Submission of the Proposed Settlement to the LWDA

By and through this Stipulation, the Parties present this Settlement to the Court for approval, which involves the release of the Private Attorneys General Act of 2004 ("PAGA") claims raised in the operative complaint of the present matter.

IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES AS FOLLOWS:

BACKGROUND

1. On January 10, 2024, Plaintiff Josie Najera ("Plaintiff") transmitted a letter to the California Labor & Workforce Development Agency ("LWDA") and Defendant La Costa Glen Carlsbad CCRC LLC ("Defendant") in compliance with the exhaustion requirements of the California Labor Code Private Attorneys General Act ("PAGA"), articulating claims based on alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders ("PAGA Notice"). See Declaration of Danielle L. GruppChang ("GruppChang Decl.") at ¶ 3.

2. On March 20, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698, Et Seq. (the "Complaint"), in the Superior Court of the State of California for the County of San Diego, entitled *Josie Najera v. La Costa Glen Carlsbad CCRC LLC*, Case Number 37-2024-00013030-CU-OE-CTL (the

"Action"). Plaintiff filed the Complaint as a representative PAGA action based on alleged violations of multiple provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders. GruppChang Decl., ¶ 4.

3. During the course of the litigation, the Parties exchanged informal data and documents before mediation, including time and payroll data, employee information, and records relevant to Plaintiff's PAGA claims and Defendant's defenses thereto. Plaintiff's counsel analyzed the information produced, including timekeeping and payroll data, and prepared a mediation analysis to evaluate potential exposure and settlement value. The Parties reached this settlement only after investigation, data review, and arm's-length settlement negotiations, including a private mediation with a third-party mediator. GruppChang Decl. at ¶¶ 6-7.

4. On August 13, 2025, the Parties participated in a private mediation with mediator Monique Ngo-Bonnici. In preparation for the mediation, the Parties exchanged informal data and documents, including relevant records, data, and reports sufficient to allow the Parties to analyze Plaintiff's PAGA claims, Defendant's defenses, and potential exposure. Plaintiff's counsel reviewed and analyzed the timekeeping and payroll data, employee information, relevant policies, and other materials produced by Defendant before entering into the settlement. Plaintiff also engaged a third party data analyst to analyze the time and pay records received from Defendant. The involvement of an experienced neutral mediator and the Parties' exchange and analysis of relevant information support that the settlement was reached through arm's-length negotiations and after meaningful investigation. GruppChang Decl. at ¶¶ 6-7, 9.

5. The case did not resolve at the August 13, 2025 mediation. The Parties continued settlement discussions thereafter, including through the assistance of mediator Monique Ngo-Bonnici. Ultimately, the Parties resolved Plaintiff's individual claims and the representative claims asserted under PAGA, then worked cooperatively to prepare and finalize a long-form settlement agreement memorializing the material terms of the settlement. Being fully apprised of the value and strength of the PAGA theories alleged in the Action, as well as Defendant's defenses and the risks of continued litigation, counsel for Plaintiff and Defendant negotiated the settlement through arm's-length negotiations. The terms and conditions of the settlement are set

forth in the Private Attorneys General Act Settlement Agreement and Release ("Settlement" or "Settlement Agreement"), which resolves the Action and the Released Claims, subject to Court approval. GruppChang Decl. at ¶¶ 2, 3, 8; **Exhibit A**.

6. Plaintiff disputed, and continues to dispute, many of the factual claims made by Defendant prior to and during mediation of the claims in this case. For instance, Plaintiff disputes that Defendant's written policies were consistently followed in practice. Defendant disputes and denies the allegations and claims asserted in Plaintiff's Complaint. Plaintiff determined Defendant's potential PAGA exposure and in light of that analysis, Defendant's defenses, Defendant's apparently compliant policies and procedures at the time of mediation, and the risks, delay, expense, inconvenience, and uncertainty of continued litigation, both Parties determined that the Settlement was in the best interests of the Parties, the State of California, the LWDA, and the aggrieved employees. GruppChang Decl. at ¶¶ 5, 9, 16.

7. Plaintiff's counsel has explained the facts, circumstances and legal authority regarding why this Settlement is fair and adequate and provides meaningful relief, in paragraphs 9 through 16 of the GruppChang Declaration, and Defendant does not object to the representations stated therein. As explained in detail in the GruppChang Declaration, in light of Plaintiff's evaluation of the potential penalties recoverable at trial, when balanced against the risk of continued litigation, and the fact that this Settlement was reached at arm's-length through the assistance of a well-respected mediator by experienced counsel, the Settlement provides meaningful relief to the State of California and aggrieved employees, and is in all respects fair, reasonable, and adequate. GruppChang Decl. at ¶¶ 9-16.

8. The Parties understand, acknowledge, and agree that it is the desire and intention of the Parties to affect a final and complete resolution of the Action against Defendant. The Parties further acknowledge that the Settlement Agreement is a compromise of disputed claims and that nothing in the Settlement Agreement shall be construed as an admission of liability by Defendant.

TERMS OF THE PAGA SETTLEMENT

9. As set forth in the Settlement Agreement, the Gross Settlement Amount ("GSA")

is $260,000.00, and includes an apportionment of attorneys' fees and costs as well as payment to the settlement administrator. GruppChang Decl. at ¶¶ 18-19. Plaintiff has separately resolved her individual claims with Defendant. GruppChang Decl. at ¶ 17. The Settlement Agreement does not provide Plaintiff with an enhancement payment or general release fee. *Ibid.*

10. The settlement is intended to fully and finally resolve the PAGA claims asserted by Plaintiff on behalf of the State of California and aggrieved employees. After deducting the Attorneys' Fees of 35% ($91,000.00) and Attorneys' Costs not to exceed $30,000.00, and Settlement Administration Costs not to exceed $8,140.00 to APEX Class Action LLC (the Settlement Administrator), the remaining Net Settlement Amount ("NSA") is estimated to be $130,860.00 and will be distributed to the LWDA and Aggrieved Employees. An estimated $32,715.00 (25% of the NSA) will be distributed to the Aggrieved Employees on a *pro rata* basis. The remaining $98,145.00 (75% of the NSA) is to be distributed to the LWDA. The Parties stipulate and agree that based on contested theories of liability, this settlement amount for PAGA penalties is reasonable. GruppChang Decl. at ¶¶ 10-16, 19; Settlement Agreement at ¶¶ 3(a)(1) – 3(a)(5).

11. Based on Plaintiff's counsel's extensive experience litigating over 200 representative actions, counsel for Plaintiff believes the settlement here is fair and reasonable and warrants approval by the Court. GruppChang Decl. at ¶¶ 20-21.

12. The Parties' agreement to pay Plaintiff's Counsel's Attorneys' Fees, representing 35% of the Gross Settlement Amount, is justified and reasonable in this case. GruppChang Decl. at ¶¶ 22-24.

13. The award of litigation expenses is based upon the actual expenses incurred by Plaintiff and Plaintiff's Counsel, and were all reasonably necessary to the litigation. GruppChang Decl. at ¶ 25, **Exhibit C**.

14. The Parties agree upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, Plaintiff and the State of California with respect to the aggrieved employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and its current

and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all claims arising from any of the factual allegations in the operative complaint and PAGA Notice, arising during the period from January 15, 2023 to September 18, 2026 (the "PAGA Period"), for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendant's alleged failure to properly calculate and pay overtime and minimum wages, properly calculate and pay the proper "regular rate of pay" for overtime wages, meal and rest break premium pay, and paid sick leave, provide compliant meal and rest periods and associated premium payments (including but not limited to the use of on-duty meal periods), timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (collectively, "Released Claims"). Settlement Agreement at ¶¶ 3(a)(5), 6(a).

15. Pursuant to Labor Code § 2699(l)(2), which provides that "the Superior Court shall review and approve any settlement of any civil action filed pursuant to this part," the Parties hereby stipulate and request approval of the Settlement. The Parties believe that the terms of the Settlement are fair, reasonable, and adequate and should be approved by the Court. *See, Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021) ("Under [abuse of discretion] standard of review, we determine only whether the trial court acted within its broad discretion in approving the [PAGA] settlement." (citation omitted)).

16. The Parties agree that this stipulation should be sufficient for purposes of approving the settlement of the Action as set out in the Settlement Agreement pursuant to the requirements set out in California Labor Code section 2699(l)(2). GruppChang Decl. at ¶ 28.

17. On October 30, 2026, Plaintiff submitted a copy of this Stipulation containing the terms of the PAGA settlement to the LWDA pursuant to Labor Code § 2699(l)(2). GruppChang Decl. at ¶ 27, **Exhibit E.**

18. The Parties request that the Court enter the accompanying order, approving the Settlement as permitted by California Labor Code section 2699(l), and enter Judgment in accordance with the terms and conditions of the Settlement Agreement. GruppChang Decl. at ¶ 29.

IT IS SO STIPULATED.

DATE: October 30, 2026 **PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**

By: /s/ Haley A. Murphy
Thomas S. Ingrassia
Haley A. Murphy
Attorneys for Defendant

DATE: October 30, 2026 **BLACKSTONE LAW, APC**

By: /s/ Danielle L. GruppChang
Barbara DuVan-Clarke
Danielle L. GruppChang
P.J. Van Ert
Melissa Rodriguez
Attorneys for Plaintiff

[PROPOSED] ORDER AND JUDGMENT

The Court, having reviewed the parties' Private Attorneys General Act Settlement Agreement and Release (the "Settlement" or "Settlement Agreement") attached as Exhibit "A" to the foregoing Joint Stipulation and [Proposed] Order Approving Settlement of Private Attorneys General Act Claims and Entering Judgment Thereon, **HEREBY ORDERS**:

1. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.
2. The Court approves the Settlement and the resulting payments to be paid to the aggrieved employees and the State of California as set forth in the Settlement Agreement, pursuant to Labor Code § 2699(l). The Court approves all payments to be made on the terms and timelines set forth in the Settlement Agreement. The Court approves and confirms the release of Released Claims provided for in the Settlement Agreement.
3. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

IT IS SO ORDERED.

DATE:

By: _____
Hon. Katherine A. Bacal
Superior Court of California, County of San Diego