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18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 COUNTY OF LOS ANGELES

20 JONNEL LIWAG, an individual, on behalf of
herself and all other aggrieved employees; and
21 ALONDRA CORTEZ, an individual, on behalf
of herself and all other aggrieved employees;
22 MARITZA MEDINA, an individual, on behalf
of herself and all other aggrieved employees;
23 JASPREET KAUR, an individual, on behalf of
herself and all other aggrieved employees;
24 LEXUS TORREA BUTLER, an individual, on
behalf of herself and all other aggrieved
25 employees; JASON TANG, an individual, on
behalf of himself and all other aggrieved
26 employees; DEJA CUNNINGHAM, an
individual, on behalf of herself and all other
27 aggrieved employees; and PHYLLIS
JOHNSON, an individual, on behalf of herself
28

CASE NO. 24STCV07033

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Courtroom: Dept. 72
Judge: Hon. Joseph Lipner

Complaint Filed: March 20, 2024
FAC Filed: May 7, 2024

Trial Date: March 30, 2026

1 and all other aggrieved employees;

2 Plaintiffs,

3 vs.

4 LONGWOOD MANAGEMENT LLC, a
California limited liability company;
5 NORTHRIDGE CARE CENTER LLC, a
California limited liability company; PARK
6 ANAHEIM HEALTH CARE, LLC, a
California limited liability company; PICO
7 RIVERA HEALTHCARE LLC, a California
limited liability company; LONGWOOD
8 ENTERPRISES LLC, a California limited
liability company; BROADWAY MANOR
9 CARE CENTER LLC, a California limited
liability company; CRENSHAW NURSING
10 HOME, LLC, a California limited liability
company; S.G.V. HEALTHCARE, INC., a
11 California corporation; and DOES 1 through 50,
Inclusive,

12 Defendants.
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1 **TO THE HONORABLE COURT:**

2 Plaintiffs Jonnel Liwag, Alondra Cortez, Maritza Medina, Lexus Torrea Butler, Jason Tang,
3 and Phyllis Johnson (“Plaintiffs”) and Defendants Northridge Care Center LLC dba Northridge
4 Care Center, Park Anaheim Health Care LLC dba Park Anaheim Healthcare Center, Pico Rivera
5 Healthcare LLC dba Pico Rivera Healthcare Center, Crenshaw Nursing Home LLC, S.G.V.
6 Healthcare, Inc. dba Live Oak Rehabilitation Center, and Broadway Manor Care Center LLC
7 (“Defendants”) (collectively, the “Parties”) submit this Joint Stipulation Re: PAGA Settlement.

8 WHEREAS, on March 20, 2024, Plaintiffs Liwag, Cortez, Medina (along with another
9 named plaintiff, Jaspreet Kaur, who has since been dismissed) commenced this action under the
10 Private Attorneys General Act (“PAGA”) by filing a Complaint against Defendants in this Court,
11 Case No. 24STCV07033 (the “Action”). The Complaint purported to allege a single cause of action
12 for civil penalties under PAGA arising from alleged failures to pay minimum and overtime wages,
13 to provide meal and rest periods, to reimburse business expenses, to maintain required records, to
14 provide accurate itemized wage statements, and to provide timely pay during employment and upon
15 termination.

16 WHEREAS, on May 7, 2024, a First Amended Complaint (“FAC”) was filed in the Action
17 adding Plaintiffs Butler, Tang, and Johnson (along with another named plaintiff, Deja Cunningham,
18 who has since been dismissed). The FAC is the operative complaint in the Action.

19 WHEREAS, on August 14, 2024, Defendants each filed an Answer to Plaintiffs’ FAC
20 denying all material allegations and raising numerous defenses.

21 WHEREAS, Plaintiffs purport to have given timely written notice to Defendants and the
22 Labor Workforce Development Agency (“LWDA”) by submitting their respective PAGA Notices
23 pursuant to Labor Code section 2699.3(a).

24 WHEREAS, the Parties have actively litigated this Action, filed various motions, and
25 engaged in extensive informal and formal discovery, including document requests, interrogatories,
26 requests for admission, and depositions relating to the allegations in this Action.

27 WHEREAS, on August 5, 2024, the Parties participated in an all-day mediation that did not
28 result in a settlement. The Parties engaged in additional settlement discussions after the mediation.

1 WHEREAS, the Parties ultimately concluded that there were benefits associated with
2 settling the Action, after taking into account the sharply disputed factual and legal issues, the risks
3 associated with further litigation, and the substantial benefits PAGA Members and the LWDA
4 would receive.

5 WHEREAS, Defendants deny any liability or wrongdoing of any kind associated with the
6 claims alleged in the Action; Defendants contend that they have complied at all times with the
7 California Labor Code, the related California Industrial Welfare Commission (“IWC”) Wage
8 Orders, and all other state wage laws; and further contend that the Action is without merit.
9 Defendants also denied and continue to deny each and every material factual allegation and alleged
10 claim asserted against them in the Action and deny that Plaintiffs or any other alleged aggrieved
11 employees have been harmed based on Plaintiffs’ allegations.

12 WHEREAS, the Parties agreed on and executed a PAGA Settlement Agreement, subject to
13 this Court’s approval (the “Settlement Agreement”). A true and correct copy of the executed
14 Settlement Agreement is attached to the concurrently filed Declaration of Dalia R. Khalili (“Khalili
15 Decl.”) as **Exhibit 2**.

16 WHEREAS, PAGA requires the Court to approve the Parties’ settlement. *See* Labor Code
17 Section 2699(s)(2) (“The superior court shall review and approve any settlement of any civil
18 action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the
19 same time that it is submitted to the court.”). The Parties therefore submit this Stipulation and
20 [Proposed] Order Granting Approval of PAGA Settlement to obtain the Court’s approval of the
21 Settlement Agreement.

22 WHEREAS, Plaintiffs represent that the Settlement Agreement has been uploaded as
23 required to the LWDA website. *See* Khalili Decl., **Exhibit 4**.

24 WHEREAS, for the reasons set forth in the concurrently filed supporting declarations and
25 all other documents submitted herewith and on file in this Action, the Parties agree that the terms
26 of the Settlement Agreement are fair and reasonable.

27 THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES
28 AS FOLLOWS:

1 The Parties jointly request that the Court approve all of the terms of the Settlement
2 Agreement, including but not limited to the following:

3 A. Covered Employee: A person employed by and who performed work in at least one
4 pay period at one or more Defendants in a non-exempt, hourly position during the
5 applicable PAGA Period. (Settlement Agreement ¶ 1.6). Defendants have
6 represented that there are 1,931 Covered Employees who worked a total of 42,628
7 PAGA Pay Periods. (Khalili Decl. ¶ 11).

8 B. PAGA Period: The period from January 14, 2023 through September 2, 2025.
9 (Settlement Agreement ¶ 1.21; Khalili Decl. ¶ 10).

10 C. PAGA Counsel: Matern Law Group, PC, including Matthew J. Matern, Matthew
11 W. Gordon, Dalia R. Khalili, and Vanessa M. Rodriguez, the attorneys representing
12 Plaintiffs in the Action. (Settlement Agreement ¶ 1.17).

13 D. Settlement Amount: \$270,000.00 (the “Gross Settlement Amount”), which is the
14 total amount Defendants agree to pay under the Settlement. (Settlement Agreement
15 ¶ 3.1). The Gross Settlement Amount will be used to pay Individual PAGA
16 Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the
17 PAGA Counsel Litigation Expenses Payment, the PAGA Plaintiffs Payment, and
18 the Administration Expenses Payment, as set forth below. (Settlement Agreement
19 ¶ 1.11).

20 a. PAGA Counsel Fees Payment of 33.33% of the Gross Settlement Amount
21 (\$90,000.00). (Settlement Agreement ¶ 3.2.1; Khalili Decl. ¶¶ 24-54).

22 b. PAGA Counsel Litigation Expenses of \$15,129.42. (Settlement Agreement
23 ¶ 3.2.1; Khalili Decl. ¶ 55).

24 c. PAGA Plaintiffs Payment not to exceed \$5,000.00 each (combined total of
25 up to \$30,000.00). (Settlement Agreement ¶ 3.2.2; Khalili Decl. ¶¶ 18-23).

26 d. Administrator’s Expenses Payment of \$14,000.00. (Settlement Agreement
27 ¶ 3.2.3; Khalili Decl. ¶ 56).

28 e. The remainder of the Gross Settlement Amount after deducting items (a),

(b), (c), and (d) above, shall be the Net Settlement Amount to be allocated between the LWDA and the alleged PAGA Members pursuant to Labor Code section 2699. The Net Settlement Amount shall be allocated 25% to the Covered Employees on a pro rata basis according to the respective pay periods each worked during the Covered Period, and 75% to the LWDA. (Settlement Agreement ¶¶ 3.2.4; 3.2.4.1). The proposed allocation is summarized in the chart below:

Gross Settlement Amount	\$270,000.00
PAGA Counsel Fees Payment	-\$90,000.00
PAGA Counsel Litigation Expenses	-\$15,129.42
PAGA Plaintiffs Payment	-\$30,000.00
Administration Expenses Payment	-\$14,000.00
Net Settlement Amount	\$120,870.58
Payable to LWDA	\$90,652.94 (75%)
Payable to Covered Employees	\$30,217.65 (25%)

E. Payment Date: The Gross Settlement Amount shall be funded, and the above-listed payments shall be made, in accordance with the Settlement Funding and Payments requirements in the Settlement Agreement. (Settlement Agreement ¶¶ 4, and 4.1-4.3.4).

F. Tax Treatment of Settlement Amounts: Payments to Plaintiffs, Covered Employees, and PAGA Counsel shall be reported on I.R.S. Form 1099. (Settlement Agreement ¶¶ 3.2.1, 3.2.4.2).

G. Release: Plaintiffs and Covered Employees each shall release their claims against Defendants and Released Parties (as defined in Settlement Agreement ¶ 1.29) pursuant to Settlement Agreement ¶¶ 5, and 5.1-5.4. Because this is a PAGA settlement, Plaintiffs and Covered Employees are bound by the release of claims

1 and shall not be permitted to opt out of the settlement.

2 H. Stay of Litigation: The Parties agree that based on the execution of the Agreement,
3 the further litigation of this Action shall be stayed, and that all hearing dates
4 including the trial date shall be vacated.

5 Further, the Parties respectfully request that the Court enter the [Proposed] Order and
6 Judgment Granting Approval of PAGA Settlement, submitted concurrently herewith, approving the
7 Settlement Agreement pursuant to Labor Code Section 2699(s)(2).

8 **IT IS SO STIPULATED.**

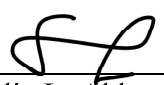
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10 Dated:

MATERN LAW GROUP, PC

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Matthew W. Gordon
Vanessa M. Rodriguez
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18 Dated: November 17, 2025

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