

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Sean M. Blakely FIRM NAME: Haines Law Group, APC STREET ADDRESS: 2155 Campus Drive, Suite 180 CITY: El Segundo TELEPHONE NO.: (424) 292-2350 EMAIL ADDRESS: sblakely@haineslawgroup.com ATTORNEY FOR (name): Plaintiff Joaquin Munguia Cerda SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 N. Spring Street MAILING ADDRESS: 312 N. Spring Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Spring Street Courthouse	STATE BAR NUMBER: 264384 STATE: CA ZIP CODE: 90245 FAX NO.: (424) 292-2355 FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Joaquin Munguia Cerda DEFENDANT/RESPONDENT: Pacific Care Nursing Center	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: 24STCV15500

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): December 1, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: December 9, 2025

Sean M. Blakely

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


(SIGNATURE)

PLAINTIFF/PETITIONER: Joaquin Munguia Cerda
 DEFENDANT/RESPONDENT: Pacific Care Nursing Center

CASE NUMBER:
 24STCV15500

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

Electronically Received 11/25/2025 04:54 PM

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Attorneys for Plaintiff

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

JOAQUIN MUNGUIA CERDA, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

PACIFIC CARE NURSING CENTER, a
California corporation; and DOES 1 through
100,

Defendants.

Case No.: 24STCV15500

*[Assigned for all purposes to the Hon.
Laura A. Seigle, Dept. 17]*

**~~[SECOND AMENDED PROPOSED]~~
JUDGMENT AND ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
PAYMENT**

Date: November 14, 2025

Time: 9:00 a.m.

Dept.: 17

Action Filed: June 20, 2024

Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

12/01/2025

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

1 This matter came on regularly for hearing before this Court on November 14, 2025, at
2 9:00 a.m. Having considered the Parties' Amended PAGA Settlement Agreement
3 ("Settlement");¹ the documents and evidence presented in support thereof; and recognizing the
4 disputed factual and legal issues involved in this case; the risks of further prosecution, the
5 substantial benefits to be received by the State of California and the Aggrieved Employees
6 pursuant to the Settlement; and the fair, reasonable, and adequate nature of the settlement obtained
7 as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a
8 final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause
9 appearing therefore, the Court hereby GRANTS Plaintiff Joaquin Munguia Cerda's ("Plaintiff")
10 Motion for Approval of Settlement of Claims Brought Under the Private Attorneys General Act
11 ("Motion") and ORDERS as follows:

12 1. The "Aggrieved Employees" consist of all current and former non-exempt
13 employees who worked for Pacific Care Nursing Center ("Defendant") in California at any time
14 from June 21, 2023 through March 31, 2025 (the "PAGA Period").

15 2. The California Labor Workforce and Development Agency ("LWDA") has been
16 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(l)(2),
17 (l)(4). In particular, on September 25, 2025, Plaintiff submitted to the LWDA a notice of the
18 Settlement enclosing a copy of the initial Settlement Agreement, and on November 12, 2025,
19 Plaintiff submitted the Amended Settlement Agreement to the LWDA. Plaintiff's notice of the
20 Settlement to the LWDA complied with the notice requirements of PAGA.

21 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
22 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
23 terms.

24 4. The Court orders that Defendant shall fully fund the Gross Settlement Amount of
25 \$140,000.00 by transmitting the funds to the Settlement Administrator within fourteen (14) days
26 of the Effective Date as provided in the Settlement Agreement.

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the Amended
28 Settlement Agreement, attached as Exhibit 1 to the Declaration of Sean M. Blakely submitted on
November 12, 2025.

1 5. The Court hereby approves, as to form and content, the proposed Explanatory
2 Letter submitted by the parties and included as Exhibit A to the Settlement.

3 6. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

4 7. Within thirty (30) business days after entry of an order approving the settlement,
5 Defendant shall provide the Settlement Administrator with information for Aggrieved
6 Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees
7 that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall
8 include each Aggrieved Employee's full name, last known mailing address, last known telephone
9 number, number of pay periods worked during the PAGA Period, and Social Security numbers
10 to the extent available from Defendant's records. Because Social Security numbers are included
11 in the list, the Settlement Administrator will maintain the list in confidence, and access shall be
12 limited to those with a need to use the list as part of the administration of the Settlement. Within
13 seven (7) calendar days of receiving the Aggrieved Employees' information from Defendant, the
14 Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet
15 containing the Individual PAGA Payments to each Aggrieved Employee and the data used to
16 calculate said payments. The Settlement Administrator shall obtain approval from all counsel of
17 the calculations before mailing Individual PAGA Payments.

18 8. Within twenty-one (21) calendar days of the Settlement being fully funded, the
19 Settlement Administrator shall issue Individual PAGA Payments to the Aggrieved Employees,
20 payment to the LWDA, payment to Plaintiff's Counsel for Plaintiff's Counsel's Court-approved
21 attorneys' fees and litigation costs and expenses, payment to Plaintiff for the Court-approved
22 enhancement payment, and payment to the Settlement Administrator for Court-approved
23 Settlement administration costs incurred in connection with the Settlement.

24 9. The Court orders that the Settlement Administrator shall be paid up to \$5,000.00
25 for all of its work done and to be done until the completion of this matter and finds that sum
26 appropriate.

27 10. The Court finds that attorneys' fees in the amount of one-third of the Gross
28 Settlement Amount (currently estimated to be \$46,666.67) for Plaintiff's Counsel, and

1 reimbursement of litigation costs of up to \$18,189.96 to Plaintiff's Counsel, are fair, reasonable,
2 and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
3 Counsel as provided for in the Settlement Agreement.

4 11. The Court finds that the requested enhancement payment of \$5,000.00 to Plaintiff
5 is fair, adequate, and reasonable in recognition of the unique contributions she made and the risks
6 she undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
7 the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
8 Agreement.

9 12. The Court finds that the amount of \$42,343.19, representing 65% of the Net
10 Settlement Amount, allocated as PAGA civil penalties under the Settlement, to be paid to the
11 LWDA as provided for by the Settlement, is fair, adequate, and reasonable, and orders that
12 payment be made to the LWDA in accordance with the terms of the Settlement Agreement. The
13 Court further finds that the amount of \$22,800.18, representing 35% of the Net Settlement
14 Amount, allocated as PAGA civil penalties under the Settlement, to be paid to the Aggrieved
15 Employees (i.e., Individual PAGA Payments) as provided for by the Settlement, is fair, adequate,
16 and reasonable, and orders that payment be made to Aggrieved Employees on a *pro rata* basis in
17 accordance with the terms of the Settlement and this Order.

18 13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be
19 valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA
20 Payments uncashed for more than 180 days after issuance, shall be sent to the State Controller's
21 Office Unclaimed Property Division in the name of the Aggrieved Employee.

22 14. The Court approves the scope of the release as set forth in the Settlement.
23 Following entry of this Judgment and Order and the Gross Settlement Amount being fully funded,
24 Plaintiff and the State of California are deemed to release Defendant and its former, present and
25 future officers, directors, employees, agents, predecessors, successors, subsidiaries, related
26 entities, and assigns ("Released Parties") from all claims for PAGA civil penalties that could have
27 been sought by the LWDA for the violations identified in Plaintiff's letters to the LWDA. The
28 violations identified in Plaintiff's letters to the LWDA included alleged violations of Labor Code

§§ 201-204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198 and the applicable IWC Wage Order.

15. Plaintiff is directed to submit a copy of this Order and entry of judgment to the LWDA within ten (10) calendar days of the date of this Order and entry of judgment.

16. Plaintiff shall file a declaration confirming the final distribution of funds on or before December 15, 2026. A Non-Appearance Case Review Re: Filing of Final Accounting Declaration is set for December 18, 2026 at 8:30 a.m.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 12/01/2025



By:

Laura A. Seigle

Honorable Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge

PROOF OF SERVICE

Joaquin Munguia Cerda v. Pacific Care Nursing Center
Los Angeles County Superior Court Case No. 24STCV15500

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On December 9, 2025, I served the foregoing document(s) described as:

NOTICE OF ENTRY OF JUDGMENT OR ORDER

on the interested party(ies) in this action as follows:

Daniel Whang, Esq.
Email: dwhang@seyfarth.com
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Attorneys for Defendant PACIFIC CARE NURSING CENTER

[X] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

Additionally, on December 9, 2025, I served the above-described document(s) on the interested party(ies) in this action as follows:

California Labor & Workforce Development Agency (LWDA)
800 Capitol Mall, MIC-55
Sacramento, CA 95814
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] (VIA ELECTRONIC SUBMISSION) I submitted a true and correct copy of the document(s) described above to the LWDA's website in accordance with the policies and procedures of the LWDA for submission of such documents.

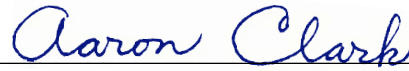
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1 [X] (STATE) I declare under penalty of perjury under the laws of the State of California that
2 the above is true and correct.

3 Executed on December 9, 2025, at El Segundo, California.

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5 Aaron Clark
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PROOF OF SERVICE