

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Arianna N. Razi (SBN 356930)
a.razi@d.law
450 N. Brand Blvd. Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff JOSE MAGDALENO,
on behalf of himself and others similarly situated

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

JOSE MAGDALENO, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

SAN PEDRO CONVALESCENT HOME, INC.
dba LOS PALOS POST-ACUTE CARE
CENTER dba LOS PALOS CONVALESCENT
HOSPITAL, a California corporation;
SEACREST CONVALESCENT HOSPITAL,
INC. dba SEACREST POST-ACUTE CARE
CENTER, a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 24STCV16244

Assigned for All Purposes To:
Hon. David S. Cunningham III
Dept.: 11

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AGREEMENT AND RELEASE; FINAL
JUDGMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; and Declarations of Enoch J. Kim,
Michael Sutherland, and Jarrett Gorlick]*

Hearing Date: November 14, 2025
Time: 10:30 a.m.
Department: 11

On November 14, 2025 at 10:30 a.m. in Department 11, Plaintiff Jose Magdaleno (“Plaintiff”)’s unopposed Motion for Approval of the PAGA Settlement Agreement and Release (“Settlement Agreement”) entered into by and between Plaintiff, on behalf of himself, the State of California and all aggrieved employees (the “Aggrieved Employees”), and Defendant San Pedro Convalescent Home, Inc. dba Los Palos Convalescent Hospital (“Defendant”), came before the Court for hearing pursuant to the Private Attorney’s General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel (“Plaintiff’s Counsel”) and counsel also appeared for Defendant (“Defense Counsel”). There were no other appearances and no objections to the Motion for Approval of PAGA Settlement Agreement and Release (“Motion”). Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as all current and former non-exempt hourly employees who worked at least one pay period for Los Palos in California at any time during the PAGA Period from June 20, 2023 through March 31, 2025.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$123,000.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm’s-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties

1 to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

2 4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted
3 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with
4 the notice requirements of California Labor Code § 2699.

5 5. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
6 Aggrieved Employees, and the State of California shall be bound by the following release set forth
7 in the Settlement Agreement:

8 Release by Plaintiff, Aggrieved Employees and the LWDA:

9 Upon the Effective Date and payment of all funds under this Settlement,
10 Aggrieved Employees (including Plaintiff) and the State of California (including the
11 LWDA) will be forever barred from pursuing any and all PAGA Released Claims
12 defined in Section 1.19 of the Settlement Agreement. This release of claims expressly
13 excludes any non-PAGA claims held individually by Aggrieved Employees. Plaintiff
14 has/will release his individual claims against Defendant Los Palos and Seacrest pursuant
15 to a separate individual settlement agreement.

16 "Released Parties" means Defendant San Pedro Convalescent Home, Inc. dba Los Palos
17 Convalescent Hospital and its former, present, and future owners, parents, subsidiaries, affiliates,
18 officers, directors, members, managers, employees, consultants, partners, shareholders, joint
19 venturers, agents, predecessors, successors, assigns, attorneys, accountants, insurers, or legal
20 representatives.

21 "Released Claims" means that, upon Court approval of the Settlement and entering of
22 judgment thereon, Plaintiff on behalf of himself, and the State of California and Aggrieved
23 Employees will fully and finally release and discharge Defendant and the Released Parties from
24 any and all claims, rights, demands, liabilities and causes of action that arose during the PAGA
25 Period for civil penalties that were alleged or reasonably could have been alleged under the
26 operative complaint in the Action, based on the factual allegations pleaded in the Action and the
27 PAGA Notice arising during the PAGA Period, including, without limitation the following claims:
28 (1) minimum wages; (2) unpaid overtime; (3) failure to properly calculate the regular rate of pay;
(4) failure to provide meal and rest periods and pay penalties in lieu thereof; (5) failure to pay
wages upon termination; (6) failure to pay vacation wages; (7) failure to provide accurate wage
statements; (8) violation of Labor Code §§ 245 and 246; (9) failure to keep required payroll

records; (10) failure to produce requested employment records, and any related claims for attorneys' fees, costs, or interest resulting therefrom.

6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendant, or any of the other Released Parties.

7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as Plaintiff's Counsel for settlement purposes.

8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to Plaintiff's Counsel in the total amount of **\$41,000.00**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to Plaintiff's Counsel in the amount of **\$12,615.62**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

11. The Court appoints Apex Class Action, LLC ("Apex") to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **\$4,990.00** to Apex as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

12. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **\$64,394.38** shall be allocated as follows: 65% (**\$41,856.35**) will be paid to the LWDA and the remaining 35% (**\$22,538.03**) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

13. Defendant will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

1 14. The Court hereby approves the explanatory letter to be mailed to Aggrieved
2 Employees along with the Individual PAGA Payments by the Settlement Administrator.

3 15. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
4 purposes of supervising the implementation, enforcement, construction, administration, and
5 interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to
6 California Code of Civil Procedure Section 664.6.

7 16. The Court hereby enters judgment of the entire Action, with prejudice, for the
8 reasons set forth above and upon the terms set forth in the Settlement Agreement.

9 17. This Judgment is intended to be a final disposition of the above-captioned action in
10 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
11 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

12 18. As the Judgment is consistent with the terms of the Settlement Agreement, the
13 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
14 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
15 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
16 waiver of the right to oppose such motions, writs or appeals. If another individual or entity who is
17 not a Party to this Settlement Agreement appeals the Judgment, the Parties' obligations to perform
18 under the Settlement Agreement will be suspended until such time as the appeal is finally resolved
19 and the Judgment becomes final.

20 **IT IS SO ORDERED.**

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22 DATED: _____ 2025

23 Hon. David S. Cunningham III
24 Judge of the Superior Court
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