

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SB# 159798)
mmatern@maternlawgroup.com
MATTHEW W. GORDON (SB# 267971)
mgordon@maternlawgroup.com
VANESSA M. RODRIGUEZ (SB# 316382)
vrodriquez@maternlawgroup.com
2101 E. El Segundo Boulevard, Suite 430
El Segundo, California 90245
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiffs

PAUL HASTINGS LLP
LESLIE L. ABBOTT (SB# 155597)
leslieabbott@paulhastings.com
CHRIS A. JALIAN (SB# 295564)
chrisjalian@paulhastings.com
SHERA Y. KWAK (SB# 329168)
sherakwak@paulhastings.com
AJA S. NUNN (SB# 347676)
ajanunn@paulhastings.com
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228
Telephone: (213) 683-6000
Facsimile: (213) 627-0705

Attorneys for Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PHELLIPPE CARRILLO, an individual, on
behalf of himself and all other aggrieved
employees; JACQUELINE NELSON, an
individual, on behalf of herself and all other
aggrieved employees; NARKITA THOMAS, an
individual, on behalf of herself and all other
aggrieved employees; ANDREA CRUZ, an
individual, on behalf of herself and all other
aggrieved employees; CLARIE TUPUOLA, an
individual, on behalf of herself and all other
aggrieved employees; ALMA PIERRE, an
individual, on behalf of herself and all other
aggrieved employees; MARIA BRENDA
DECENA, an individual, on behalf of herself
and all other aggrieved employees; CHRISTINA
FALLS, an individual, on behalf of herself and
all other aggrieved employees; ASHLEY
SMITH, an individual, on behalf of herself and
all other aggrieved employees; IRENE

Case No. 20STCV44876

[Assigned for all purposes to the Honorable
Colin P. Leis, Dept. 74]

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Complaint Filed: November 20, 2020
FAC Filed: November 30, 2020
SAC Filed: December 6, 2021
TAC Filed: October 18, 2024
Trial Date: June 8, 2026

1 MENDEZ DURAN, an individual, on behalf of
2 herself and all other aggrieved employees;
3 CHARLENE AMEZCUA, an individual, on
4 behalf of herself and all other aggrieved
5 employees; and CHEYENNE MITCHELL, an
6 individual, on behalf of herself and all other
7 aggrieved employees, STEVEN GONZALES,
8 an individual, on behalf of himself and all other
9 aggrieved employees; ELLEN ANN DUONG,
10 an individual, on behalf of herself and all other
11 aggrieved employees; LEKECIA DUKES, an
12 individual, on behalf of herself and all other
13 aggrieved employees; and JOSHUA RUBIO
14 FLORES, an individual, on behalf of himself
15 and all other aggrieved employees;

16
17 Plaintiffs,

18 vs.

19 ARTESIA HEALTHCARE, INC., a California
20 corporation; BURBANK HEALTHCARE LLC, a
21 California limited liability company;
22 BURLINGTON CONVALESCENT HOSPITAL,
23 LLC, a California limited liability company;
24 NORMANDIE/WILSHIRE RETIREMENT
25 HOTEL LLC, a California limited liability
26 company; CASA BONITA CONVALESCENT
27 HOSPITAL LLC, a California limited liability
28 company; ICC CONVALESCENT LLC, a
California limited liability company; IMPERIAL
CREST HEALTHCARE CENTER, LLC, a
California limited liability company;
MAGNOLIA GARDENS CONVALESCENT
HOSPITAL LLC, a California limited liability
company; SAN GABRIEL CONVALESCENT
CENTER LLC, a California limited liability
company; SHEA HEALTHCARE CENTER
LLC, a California limited liability company;
STUDIO CITY CONVALESCENT HOSPITAL
LLC, a California limited liability company; IRA
DAVID ENTERPRISES LLC, a California
limited liability company; ADF INVESTMENTS
LLC, a California limited liability company; SAN
DIMAS RETIREMENT CENTER LLC, a
California limited liability company; and DOES 1
through 50, inclusive,

Defendants.

1 **TO THE HONORABLE COURT:**

2 Plaintiffs Andrea Cruz, Maria Brenda Decena, Irene Mendez Duran, Christina Falls,
3 Cheyenne Mitchell, Jacqueline Nelson, Alma Pierre, Ashley Smith, Narkita Thomas, Clarie
4 Tupuola, Lekecia Dukes, Ellen Duong, Joshua Rubio Flores, and Steven Gonzales (“Plaintiffs”)
5 and Defendants Artesia Healthcare, Inc. dba Alameda Care Center, Burbank Healthcare LLC dba
6 Burbank Healthcare and Rehabilitation Center, Burlington Convalescent Hospital LLC, Casa
7 Bonita Convalescent Hospital LLC, Ira David Enterprises LLC dba Crofton Manor Inn, ADF
8 Investments LLC dba Huntington Retirement Hotel, ICC Convalescent LLC dba Imperial Care
9 Center, Normandie/Wilshire Retirement Hotel LLC dba California Healthcare Rehabilitation
10 Center, San Dimas Retirement Center LLC, Studio City Convalescent Hospital LLC dba Studio
11 City Rehabilitation Center, Magnolia Gardens Convalescent Hospital LLC, San Gabriel
12 Convalescent Center LLC, Imperial Crest Healthcare Center, LLC, and Shea Healthcare Center
13 LLC dba Whittier Pacific Care Center (“Defendants”) (collectively, the “Parties”) submit this Joint
14 Stipulation Re: PAGA Settlement.

15 WHEREAS, on November 20, 2020, Plaintiffs Nelson, Thomas, Cruz, Tupuola, Pierre,
16 Decena, Falls, Smith, Duran, and Mitchell (along with two other named plaintiffs, Plaintiffs
17 Carrillo and Amezcua, who have since been dismissed) commenced this action under the Private
18 Attorneys General Act (“PAGA”) by filing a Complaint against Defendants in this Court, Case
19 No. 20STCV44876 (the “Action”). The Complaint purported to allege a single cause of action
20 for civil penalties under PAGA arising from alleged failures to pay minimum and overtime
21 wages, to provide meal and rest periods, to reimburse business expenses, to maintain required
22 records, to provide accurate itemized wage statements, and to provide timely pay during
23 employment and upon termination.

24 WHEREAS, on October 18, 2024, a Third Amended Complaint (“TAC”) was filed in the
25 Action adding Plaintiffs Gonzales, Duong, Dukes, and Flores. The TAC is the operative complaint
26 in the Action.

27 WHEREAS, on November 18, 2024, Defendants each filed an Answer to Plaintiffs’ TAC
28 denying all material allegations and raising numerous defenses.

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

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

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

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

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

20 WHEREAS, the Parties agreed on and executed a PAGA Settlement Agreement, subject to
21 this Court’s approval (the “Settlement Agreement”). A true and correct copy of the executed
22 Settlement Agreement is attached to the concurrently filed Declaration of Matthew J. Matern
23 (“Matern Decl.”) as **Exhibit 2**.

24 WHEREAS, PAGA requires the Court to approve the Parties’ settlement. *See* Labor Code
25 Section 2699(s)(2) (“The superior court shall review and approve any settlement of any civil
26 action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the
27 same time that it is submitted to the court.”). The Parties therefore submit this Stipulation re:
28 PAGA Settlement and the [Proposed] Order and Judgment Granting Approval of PAGA

1 Settlement to obtain the Court's approval of the Settlement Agreement.

2 WHEREAS, Plaintiffs represent that the Settlement Agreement has been uploaded as
3 required to the LWDA website. *See* Matern Decl., **Exhibit 4**.

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

7 THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES
8 AS FOLLOWS:

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

11 A. Covered Employee: A person employed by and who performed work in at least
12 one pay period at one or more Defendants in a non-exempt, hourly position during
13 the applicable PAGA Period. (Settlement Agreement ¶ 1.6). Defendants have
14 represented that there are 8,569 Covered Employees who worked a total of
15 234,125 PAGA Pay Periods. (Matern Decl. ¶ 11).

16 B. PAGA Period: (A) the period from September 16, 2019 through September 4,
17 2025, with respect to Covered Employees who, based on Defendants' records,
18 were employed directly by defendants Artesia Healthcare, Inc. dba Alameda Care
19 Center, Burbank Healthcare LLC dba Burbank Healthcare and Rehabilitation
20 Center, Burlington Convalescent Hospital LLC, Casa Bonita Convalescent
21 Hospital LLC, Ira David Enterprises LLC dba Crofton Manor Inn, ADF
22 Investments LLC dba Huntington Retirement Hotel, ICC Convalescent LLC dba
23 Imperial Care Center, Normandie/Wilshire Retirement Hotel LLC dba California
24 Healthcare Rehabilitation Center, San Dimas Retirement Center LLC, or Studio
25 City Convalescent Hospital LLC dba Studio City Rehabilitation Center ("PAGA
26 Period A"); and (B) the period from August 8, 2023 through September 4, 2025,
27 with respect to Covered Employees who, based on Defendants' records, were
28 employed directly by defendants Magnolia Gardens Convalescent Hospital LLC,

San Gabriel Convalescent Center LLC, Imperial Crest Healthcare Center, LLC, or Shea Healthcare Center LLC dba Whittier Pacific Care Center (“PAGA Period B”). (Settlement Agreement ¶ 1.21; Matern Decl. ¶ 10).

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

D. Settlement Amount: \$1,615,000.00 (the “Gross Settlement Amount”), which is the total amount Defendants agree to pay under the Settlement. (Settlement Agreement ¶ 3.1). The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA Plaintiffs Payment, and the Administrator’s Expenses Payment, as set forth below. (Settlement Agreement ¶ 1.11).

- a. PAGA Counsel Fees Payment of 33.33% of the Gross Settlement Amount (\$538,333.33). (Settlement Agreement ¶ 3.2.1; Matern Decl. ¶¶ 24-52).
- b. PAGA Counsel Litigation Expenses of \$119,666.17. (Settlement Agreement ¶ 3.2.1; Matern Decl. ¶ 53).
- c. PAGA Plaintiffs Payment not to exceed \$5,000.00 each (combined total of up to \$70,000.00). (Settlement Agreement ¶ 3.2.2; Matern Decl. ¶¶ 18-23).
- d. Administrator’s Expenses Payment of \$39,000.00. (Settlement Agreement ¶ 3.2.3; Matern Decl. ¶ 54).
- 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	\$1,615,000.00
PAGA Counsel Fees Payment	-\$538,333.33
PAGA Counsel Litigation Expenses	-\$119,666.17
PAGA Plaintiffs Payment	-\$70,000.00
Administrator's Expenses Payment	-\$39,000.00
Net Settlement Amount	\$848,000.50
Payable to LWDA	\$636,000.38 (75%)
Payable to Covered Employees	\$212,000.12 (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 and shall not be permitted to opt out of the settlement.

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

Further, the Parties respectfully request that the Court enter the [Proposed] Order and Judgment Granting Approval of PAGA Settlement, submitted concurrently herewith, approving

1 the Settlement Agreement pursuant to Labor Code Section 2699(s)(2).

2 **IT IS SO STIPULATED.**

3
4 Dated: November 25, 2025

MATERN LAW GROUP, PC

5
6 
7 MATTHEW J. MATERN
8 MATTHEW W. GORDON
9 VANESSA M. RODRIGUEZ
10 Attorneys for Plaintiffs

11 Dated: November 13, 2025

PAUL HASTINGS LLP

12 
13 LESLIE L. ABBOTT
14 CHRIS A. JALIAN
15 SHERA Y. KWAK
16 AJA S. NUNN
17 Attorneys for Defendants
18
19
20
21
22
23
24
25
26
27
28