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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES—NORWALK COURTHOUSE**

12 JOANA INIGUEZ, individually and on behalf
13 of all other aggrieved employees and the State
14 of California,

15 Plaintiff,

16 v.

17 PACIFIC PEDIATRIC CARDIOLOGY
18 MEDICAL GROUP, INC.; and DOES 1
19 through 10, inclusive,

20 Defendants.

FILED
Superior Court of California
County of Los Angeles

08/26/2026

David W. Slayton, Executive Officer / Clerk of Court

By: L. McCaskill Deputy

Case No. 24NWCV04657
Hon. Julian C. Recana
Dept. L

**JOINT STIPULATION FOR COURT
APPROVAL OF SETTLEMENT OF
ACTION FILED PURSUANT TO
PRIVATE ATTORNEYS' GENERAL
ACT, AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
REPRESENTATIVE AWARD;
[PROPOSED] ORDER RE PAGA
APPROVAL AND JUDGMENT**

[Filed concurrently with Declaration of
Shaheen Anthony Etemadi and Declaration
of Joana Iniguez]

1 **TO THE COURT, THE PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff Joana Iniguez (“Plaintiff”) and Defendant Pacific Pediatric Cardiology Medical
3 Group, Inc. (“Defendant”) (Plaintiff and Defendant are together referred to as the “Parties”), by
4 and through their respective counsel of record, hereby enter into the following stipulation for court
5 approval of the settlement of claims brought by Plaintiff pursuant to the California Labor Code
6 Private Attorneys General Act (“PAGA”), as follows:

7 WHEREAS, on September 17, 2024, Plaintiff notified Defendant and the Labor &
8 Workforce Development Agency (“LWDA”) of Defendant’s alleged violations of the Labor Code
9 and her intent to seek civil penalties under the PAGA. On November 26, 2024, Plaintiff filed a
10 complaint in Los Angeles Superior Court, alleging civil penalties pursuant to PAGA predicated on
11 alleged violations of the California Labor Code §§ 201-204, 206, 210, 221, 223, 224, 226, 226.3,
12 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et*
13 *seq.*, 2800, 2802, and 2804, the applicable California Industrial Welfare Commission Wage
14 Orders, and Business and Professions Code §§ 17200, *et seq.* Plaintiff’s Complaint further alleged
15 violations pursuant to California Labor Code §§ 2698, *et seq.*, including civil penalties pursuant to
16 California Labor Code § 2699, subdivisions (a), (t), and (g), and California Labor Code § 558, plus
17 costs/expenses and attorneys’ fees.

18 WHEREAS, in connection with mediation, Defendant informally produced information
19 and documents pertaining to Plaintiff and other Aggrieved Employees, including payroll and
20 timekeeping records for Plaintiff and all other Aggrieved Employees employed by Defendant in
21 California during the PAGA Period, several data points including the number of Aggrieved
22 Employees and the number of aggregate pay periods worked by Aggrieved Employees during the
23 PAGA Period, its employee handbook and other written policies in effect during the PAGA Period,
24 in order for Plaintiff’s counsel to investigate Plaintiff’s allegations and value the claims prior to
25 mediation. Plaintiff conducted a comprehensive analysis and extrapolation of the data produced
26 by Defendant to calculate Defendant’s potential PAGA exposure. The Parties attended a full-day
27 mediation on October 15, 2025, before Craig Ackerman, Esq. The settlement was negotiated in
28 light of all known facts and circumstances and the uncertainty associated with litigation, including

1 the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving
2 Plaintiff's PAGA claims in a manageable trial, the merits of Defendant's potential defenses, and
3 the significant delay and potential appellate risks inherent to litigation.

4 WHEREAS, on April 7, 2026, the Parties fully executed the PAGA Settlement Agreement
5 ("Settlement Agreement") now before the Court. The Parties have agreed based on the payment
6 schedule outlined below to fully and finally resolve the Action and the Released Claims as to
7 Plaintiff, the State of California, and the Aggrieved Employees from September 17, 2023 through
8 September 15, 2025 ("PAGA Period").

9 WHEREAS, the Parties have concluded that there are benefits to settling the Action and
10 that, after considering the disputed factual and legal issues, the risks of further litigation, the
11 substantial benefits to be received under the PAGA settlement, and that settlement on the terms
12 set forth is in the best interest of Plaintiff, the LWDA, the Aggrieved Employees, and Defendant,
13 and is fair, reasonable, and adequate.

14 WHEREAS, Defendant denies any liability or wrongdoing of any kind whatsoever
15 associated with the claims and allegations alleged in the Complaint and Plaintiff's LWDA Notice.

16 WHEREAS, the Settlement Agreement, attached as **Exhibit A** to the Declaration of
17 Shaheen Anthony Etemadi submitted concurrently herewith, provides for the following basic
18 terms:

- 19 • Defendant will pay a non-reversionary Gross Settlement Amount of \$80,000.00 ("Gross
20 Settlement Amount");
- 21 • Defendant shall transmit the Gross Settlement Amount to the Administrator within 60
22 calendar days of the Settlement effective date. The Administrator will disburse the entire
23 Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any
24 claim as a condition of payment;
- 25 • A Net Settlement Amount (Gross Settlement Amount less PAGA Counsel Fees Payment,
26 PAGA Counsel Litigation Expenses Payment, Administration Expenses Payment, and
27 PAGA Representative Award) in the amount of \$33,664.89, 65 percent of which, or
28 \$21,882.18, shall be paid to the LWDA and 35 percent, or \$11,782.71, shall be distributed

1 to “Aggrieved Employees” employed by Defendant during the PAGA Period (the
2 “Individual PAGA Payments”), on a pro rata basis, based on the respective number of Pay
3 Periods the Aggrieved Employees worked for Defendant during the PAGA Period;

- 4 • PAGA Representative Award in the amount of \$5,000.00 from the Gross Settlement
5 Amount to Plaintiff for her service and accepting the responsibilities of representing the
6 interests of the Aggrieved Employees and the State of California;
- 7 • PAGA Counsel Fees Payment in the amount of \$28,000.00, and PAGA Counsel Litigation
8 Expenses Payment for reimbursement of costs in the amount of \$10,585.11 from the Gross
9 Settlement Amount to Plaintiff’s Counsel, Amanda E. Manahan and Shaheen A. Etemadi
10 of Manahan O’Dell LLP;
- 11 • Administration Expenses Payment in the amount of \$2,750.00 from the Gross Settlement
12 Amount to the Administrator, Phoenix Class Action Administration Solutions (“Phoenix”);
- 13 • Release by Plaintiff, the Aggrieved Employees, the LWDA, the State of California, and
14 any of their respective and former representatives, proxies, or agents, attorneys, heirs,
15 administrators, successors and assigns thereof, of any and all claims alleged, based on the
16 facts contained in the Complaint and/or PAGA Notice, or that could have been alleged,
17 including, but not limited to, alleged violations of the California Labor Code sections 200,
18 201, 202, 203, 204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 227.3, 246, 350, 510, 511,
19 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
20 1812.11, 1812.12, 2698 et seq., 2699, 2699.3, 2699.5, 2800, 2802, and 2804, among other,
21 California Civil Code sections 1021.5, 3287, and 3289, and Business and Professions Code
22 section 17200, et seq., and the applicable California Industrial Welfare Commission Wage
23 Orders and California Code of Regulations, during the PAGA Period from: the alleged
24 failure to pay for all wages, including minimum and overtime wages for all hours worked
25 in violation of California Labor Code §§ 510, 1194, 1197 and 1198, and applicable IWC
26 Wage Orders; failure to provide compliant meal periods in violation of California Labor
27 Code §§ 226.7 and 512, and § 10 of the applicable IWC wage order; failure to provide
28 compliant rest periods in violation of Labor Code § 226.7 and § 11 of the applicable IWC

1 Wage Orders; failure to provide compliant wage statements pursuant to California Labor
2 Code §§ 226 and 226.3; failure to timely pay wages during employment in violation of
3 California Labor Code § 204 and upon termination/separation pursuant to California Labor
4 Code §§ 201, 202, 203 and 210; failure to maintain accurate records in violation of Labor
5 Code §§ 1174 and 1174.5; and failure to reimburse necessary business expenses pursuant
6 to California Labor Code §§ 2800, 2802, and 2804;

- 7
- 8 • Notice to the Aggrieved Employees consisting of a letter explaining why they are receiving
9 settlement checks, in the form attached to the Settlement Agreement as **Exhibit 1**, to be
10 mailed by the Administrator along with the Individual PAGA Payments;

11 WHEREAS, the Parties' proposed settlement is being concurrently submitted to the
12 LWDA (*see Exhibit B* to the Declaration of Shaheen Anthony Etemadi); and

13 WHEREAS, the Parties and their respective counsel believe that this settlement is fair,
14 reasonable, adequate because the total settlement amount of \$80,000.00 is sufficient to deter and
15 punish alleged but unproven and disputed Labor Code violations on behalf of Aggrieved
16 Employees.

17 **NOW THEREFORE**, in return for the mutual commitments and consideration detailed
18 in the Settlement Agreement attached as **Exhibit A** to the Declaration of Shaheen Anthony
19 Etemadi, the Parties stipulate as follows:

20 1. The Parties stipulate and jointly propose that the Court review and approve the terms
21 contained in the Parties' Settlement Agreement (**Exhibit A** to the Declaration of Shaheen Anthony
22 Etemadi) in full.

23 2. The Settlement is fair, adequate, and reasonable, as it represents a reasoned
24 compromise reached through extensive arm's-length negotiations and considers the risks,
25 complexity, and expense of further litigation.

26 3. Under California law, no notice to the alleged aggrieved employees is required for
27 the resolution of an action under PAGA. *See Arias v. Superior Court*, (2009) 46 Cal.4th 969,
28 977. The Parties have nevertheless agreed to provide an explanatory letter to the alleged

1 aggrieved employees to accompany the PAGA penalty checks. A true and correct copy of the
2 letter to the alleged Aggrieved Employees that would accompany the checks is attached as
3 Exhibit 1 to the Settlement Agreement.

4 4. The Parties further expressly agree that the Court will retain jurisdiction under Code
5 of Civil Procedure § 664.6 to resolve any disputes arising from the settlement of the above-
6 described action.

7 **IT IS SO STIPULATED.**

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10 Dated: June 3, 2026

MANAHAN O'DELL LLP

11 By: Shaheen A. Etemadi
12 Amanda E. Manahan
13 Shaheen Etemadi
14 Attorneys for Plaintiff

15 Dated: June 3, 2026

MUSICK, PEELER & GARRETT LLP

16 By: Citadelle B. Priagula
17 Citadelle B. Priagula
18 Joseph S. Suarez
19 Attorneys for Defendant
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1 **[PROPOSED] ORDER RE PAGA APPROVAL AND JUDGMENT**

2 The Complaint filed by Plaintiff Joana Iniguez (“Plaintiff”) in the above-captioned lawsuit
3 contains a claim for relief under the Private Attorneys General Act (“PAGA”) based on alleged
4 violations of California Labor Code §§ 201-204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 510,
5 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2800,
6 2802, and 2804, the applicable California Industrial Welfare Commission Wage Orders, the
7 applicable provisions of the California Code of Regulations, on behalf of all current and former
8 employees of Defendant Pacific Pediatric Cardiology Medical Group, Inc. (“Defendant”)
9 employed in California during the PAGA Period. The Court, having considered the proposed
10 PAGA Settlement Agreement (“Settlement Agreement”) pursuant to Labor Code § 2699(1); the
11 Joint Stipulation For Court Approval of Settlement of Action Filed Pursuant to PAGA (“Joint
12 Stipulation”) filed by Plaintiff and Defendant; the Declarations of Shaheen Anthony Etemadi and
13 Joana Iniguez; and good cause appearing, **HEREBY ORDERS AS FOLLOWS:**

14 1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms
15 as set forth in the Settlement Agreement attached as **Exhibit A** to the Declaration of Shaheen
16 Anthony Etemadi.

17 2. The “Aggrieved Employees” consist of all current and former non-exempt, hourly
18 employees who worked for Defendant during the period from September 17, 2023 through
19 September 15, 2025 (the “PAGA Period”) in the State of California.

20 3. Based on the California Supreme Court’s opinions in *Arias v. Superior Court*, 46
21 Cal.4th 969 (2009), Plaintiff can seek PAGA civil penalties on behalf of the State of California
22 and other similarly situated aggrieved employees without seeking class certification or meeting
23 the requirements of class certification (i.e. numerosity, typicality, commonality and adequacy).

24 4. In a settlement of a PAGA action brought by an aggrieved employee, the court must
25 “review and approve” the settlement. Labor Code § 2699(1)(2).

26 5. The California Labor Workforce and Development Agency (“LWDA”) has been
27 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
28 (1)(4). In particular, on the date Plaintiff filed a joint stipulation seeking approval of the Settlement

1 with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
2 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
3 requirements of PAGA.

4 6. The PAGA Penalties sought as part of the Settlement Agreement are approved by
5 the Court as fair, reasonable, and adequate. Plaintiff, by and through Counsel, have satisfied the
6 standards and applicable requirements for approval of settlement of a claim for penalties brought
7 under the PAGA.

8 7. The Court hereby approves, as to form and content, the proposed Notice of PAGA
9 Settlement submitted by the parties and included as Exhibit 1 to the Settlement Agreement.

10 8. The Court approves the following payments schedule with respect to the Gross
11 Settlement Amount as outlined in Section IV of the Settlement Agreement: No later than 60 days
12 after the Settlement becomes effective, Defendant shall transmit the Gross Settlement Amount to
13 the Administrator. The Administrator will disburse the entire Gross Settlement Amount without
14 asking or requiring Aggrieved Employees to submit any claim as a condition of payment.

15 9. The Court finds that the amount of \$21,882.18, representing 65% of the Net
16 Settlement Amount, allocated as PAGA Penalties under the Settlement Agreement, to be paid to
17 the LWDA as provided for by the Settlement Agreement, is fair, adequate, and reasonable, and
18 orders that payment be made to the LWDA in accordance with the terms of the Settlement
19 Agreement. The Court further finds that the amount of \$11,782.71, representing 35% of the Net
20 Settlement Amount, allocated as PAGA Penalties under the Settlement, to be paid to the Aggrieved
21 Employees (i.e., Individual PAGA Payments) as provided for by the Settlement, is fair, adequate,
22 and reasonable, and orders that payment be made to Aggrieved Employees on a pro rata basis in
23 accordance with the terms of the Settlement and this Order.

24 10. The Court approves a PAGA Representative Award in the amount of \$5,000.00
25 from the Gross Settlement Amount to Plaintiff for her service and accepting the responsibilities of
26 representing the interests of the Aggrieved Employees and the State of California.

27 11. The Court further approves attorneys' fees in the amount of \$28,000.00 and
28 \$10,585.11 in litigation costs from the Gross Settlement Amount to Plaintiff's Counsel for

1 reasonable attorneys' fees and costs incurred in connection with work performed to litigate this
2 Action, and orders the Settlement Administrator to distribute these payments to Plaintiff's Counsel
3 as provided for in the Settlement Agreement.

4 12. The Court further approves settlement administration fees in the amount of
5 \$2,750.00 from the Gross Settlement Amount to Phoenix Settlement Administrators.

6 13. Within fourteen (14) days after the Effective Date, Defendant shall provide the
7 Settlement Administrator with a Microsoft Excel spreadsheet containing each Aggrieved
8 Employee's name, last-known mailing address, Social Security number, and dates of employment
9 during the PAGA Period, pursuant to the terms of the Settlement.

10 14. Within ten (10) days after Defendant funds the entire Gross Settlement Amount,
11 the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA
12 Payment, the PAGA Representative Award, the PAGA Counsel Expenses Payment, and PAGA
13 Counsel Litigation Expenses Payment, and PAGA Counsel Litigation Expenses Payment,
14 pursuant to the terms of the Settlement. The Administrator shall also withdraw the Administration
15 Expenses Payment within 10 calendar days after Defendant funds the Gross Settlement Amount.

16 15. Plaintiff, Aggrieved Employees (as defined in the Settlement Agreement), and the
17 LWDA (to the fullest extent allowed under the law) are bound by the release of the Released
18 Claims (as defined in the Settlement Agreement). The LWDA, Aggrieved Employees, and Plaintiff
19 are deemed to have conclusively released and forever discharged Defendant and the Released
20 Parties (as defined in the Settlement Agreement) from any and all Released Claims set forth in the
21 Settlement Agreement, and are hereby permanently barred and enjoined from the institution or
22 prosecution of any and all Released Claims against Defendant during the PAGA Period defined as
23 from September 17, 2023 through September 15, 2025.

24 16. Neither the settlement, nor any terms of the Settlement Agreement, are an
25 admission by Defendant or the Released Parties (as defined in the Settlement Agreement) of any
26 wrongdoing whatsoever, nor is the Court's instant Order a finding of/for the validity of any claims
27 in the Action or of any wrongdoing by Defendant or any Released Parties (as defined in the
28 Settlement Agreement).

1 17. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be
2 valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA
3 Payments uncashed for more than 180 days after issuance, shall be sent to the California
4 Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

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8 **IT IS SO ORDERED.**

9 08/26/2026

10 Dated: _____



A handwritten signature in black ink, appearing to read "Julian C. Recana".

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Julian C. Recana / Judge
Judge of the Superior Court