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8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF SAN DIEGO**

11 TERESA CARDENAS, on behalf of the
12 State of California and all Aggrieved
13 Employees,

14 Plaintiff,

15 v.

16 SHIELDS SKILLED CARE LLC, a
17 California Limited Liability Company; and
DOES 1-100, inclusive,

18 Defendants.
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CASE NO. 24CU025473C

Assigned for All Purposes to:
Hon. Joel Wohlfeil
Dept. C-73

~~[PROPOSED]~~ ORDER GRANTING MOTION
FOR APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT
AND JUDGMENT

Date: May 22, 2026
Time: 9:00 a.m.
Dept.: C-73

Reservation No.: 100618

F I L E D
San Diego Superior Court

MAY 22 2026

Clerk of the Superior Court
By: Y. Mapula, Deputy

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Teresa Cardenas’s Motion for Approval of Settlement under PAGA came
3 before this Court for hearing on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Covered Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s complaint and her letter to the Labor Workforce & Development Agency (“LWDA”) in
8 dated September 16, 2024 (the “LWDA Notice”), on behalf of all non-exempt, hourly
9 employees who worked for Defendant Shields Skilled Care LLC (“Shields” or “Defendant”) in
10 California during the PAGA Period of September 16, 2023, to November 24, 2025 (the
11 “Aggrieved Employees”).

12 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
13 approve any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(1)(2).
14 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
15 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
16 papers filed in support of the proposed settlement and the arguments of counsel, and good cause
17 appearing, HEREBY ORDERS AS FOLLOWS:

- 18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
20 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
21 terms, as fair, reasonable, and adequate;
- 22 3. The Court finds further that, upon funding of the Gross Settlement Amount, the
23 State of California and Plaintiff hereby do and shall be deemed to have fully, finally, and
24 forever released, settled, compromised, relinquished and discharged Released Parties from the
25 claims for civil penalties that could have been sought by the Labor Commissioner for the
26 violations of the California Private Attorneys General Act of 2004 (“PAGA”) identified in the
27 PAGA Notice and alleged in the Operative Complaint, including but not limited to those
28 predicated on the violation of Labor Code §§ 201-203, 204, 208, 212, 213, 216, 218.5, 221-223,

226, 225.5, 226.6, 226.7, 227.3, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2100-2112, 2802, 2810.5 and Industrial Welfare Commission Orders, based on the facts as alleged in the Complaint, that accrued at any time during the PAGA Period ("Released Claims"). To the extent the LWDA has released the PAGA claims in connection with this Agreement, no Aggrieved Employee may pursue these same PAGA claims released here in another action. The Aggrieved Employees are collaterally estopped from pursuing the PAGA claims released and compromised by the LWDA. After the Court grants final approval of the settlement, Plaintiff will provide the LWDA with a copy of the Judgment. The Aggrieved Employees will be issued checks for their share of the Net Settlement Amount and will not have the opportunity to opt out of, or object to, their Individual PAGA Payments and release of the PAGA Claims set forth in this Paragraph. The Aggrieved Employees are bound by the release of the Released Claims regardless of whether they cash or deposit their Individual PAGA Payments. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the LWDA based on the Released Claims is completely and forever foreclosed. Any Party to this Agreement may use the Agreement to assert that this Settlement and the Judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time during the PAGA Period.

4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any person, including the Covered Employees, on behalf of the State of California, as to the Released Claims and Released Parties.

1 5. The Court finds further that Plaintiff shall release, relinquish, and discharge, and by
2 operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and
3 discharged all of her individual (non-PAGA) claims as against all Released Parties, as set forth in the
4 Settlement Agreement;

5 7. The Parties are directed to comply with all terms of the Settlement Agreement, and
6 Defendant is directed to make all payments required by the Settlement Agreement;

7 8. Under the Settlement Agreement, Defendant agrees to pay One Hundred Eighty Five
8 Thousand Dollars and No Cents (\$185,000.00) (the "Gross Settlement Amount" or "GSA") within thirty
9 (30) days of the Effective Date. The GSA is inclusive of payments to the LWDA and Aggrieved
10 Employees, an enhancement award to Plaintiff, Attorney's Fees and Costs, and Administration costs. No
11 portion of the GSA will revert to Defendant. Plaintiff requests a representative enhancement award of
12 \$10,000.00, and Plaintiff's Counsel requests an award of attorney's fees of \$61,667.00 and reimbursement
13 of actual litigation expenses of \$13,023.24. Defendant does not oppose these requests. The Court finds
14 the GSA is fair, reasonable and adequate, approves the following payments from the GSA, and directs the
15 Settlement Administrator to make the following payments from the GSA:

- 16 a. \$61,667.00 in attorney's fees to Crosner Legal, PC;
17 b. \$13,023.24 in litigation costs to Crosner Legal, PC;
18 c. \$10,000.00 to Plaintiff Teresa Cardenas as requested, as a representative enhancement for
19 her services as the named plaintiff in this matter, and in consideration of her full general release of claims
20 and waiver of Civil Code section 1542; and
21 d. \$4,490.00 in administration costs to Apex Class Action, LLC, which is hereby approved
22 as the Settlement Administrator;

23 9. After deducting the foregoing payments, the estimated remainder of approximately
24 \$95,819.76 will remain (the "Net Settlement Amount" or "NSA"). 65% of the NSA
25 (\$62,282.84) will go to the LWDA, and the remaining 35% (\$33,536.92) will be distributed to
26 the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court
27 approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and
28 Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement

1 Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement; and

2 10. This document shall constitute a Judgment for purposes of California Rule of Court
3 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
4 purpose of supervising implementation, enforcement, construction, administration, and interpretation of
5 the Settlement Agreement and this Judgment.

6 **IT IS SO ORDERED AND ADJUDGED.**

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9 Dated: May 22, 2026



Judge of the Superior Court

MICHAEL D. WASHINGTON