

01/19/2024

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

ISAMAR JUAREZ, an individual, on
behalf of herself and all others similarly
situated ,

Plaintiff,

v.

AMADA SENIOR CARE, INC., a
California corporation; AMADA OC, Inc.,
a California corporation; and DOES 1
through 10, inclusive,

Defendants.

CASE NO.: 20STCV21198
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable David S. Cunningham III, Dept. 11*

**~~PROPOSED~~ ORDER GRANTING JOINT
STIPULATION REQUESTING APPROVAL
OF SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEY GENERAL ACT OF
2004 (PAGA)**

Complaint Filed: May 29, 2020
FAC Filed: August 4, 2020
Trial Date: None

Pursuant to Stipulation by the parties and good cause appearing:

Having considered the Parties submissions, and all legal authorities and documents
submitted in support thereof, including the Private Attorney General Act (Labor Code § 2698,
et seq.) Settlement Agreement (the “Settlement Agreement”), and good cause appearing,

IT IS HEREBY ORDERED THAT THE PARTIES’ REQUEST IS GRANTED,
subject to the following findings and orders:

1. All terms used herein shall have the same meaning as defined in the Settlement
Agreement attached as **Exhibit 1** to the Stipulation and Agreement for PAGA Representative
Action Settlement;

2. The Court hereby approves the terms set forth in the Settlement Agreement and
finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
the Settlement Agreement has been reached as a result of informed and non-collusive arm’s-

length negotiations. The Court further finds that the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case;

3. The Settlement Agreement is not an admission by Defendants or by any other Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by any Defendants or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the other Released Parties;

4. Defendants shall pay the Aggrieved Employees pursuant to the procedure described in the Settlement Agreement;

5. The Court hereby confirms Plaintiff's Individual Claim Payment of \$5,000 for her efforts in brining and prosecuting the Action on behalf of the aggrieved employees.

6. The Court hereby confirms Andranik Tsarukyan and Armen Zenjiryan of REMEDY LAW GROUP LLP as PAGA Counsel and approves \$58,560, which represents 33 1/3% of the Settlement Amount, for attorneys' fees incurred in prosecuting the Action. The Court also approves \$1,980.93 for litigation costs incurred in prosecuting the Action;

7. The Court also approves up to \$9,000 in costs for the Settlement Administrator. The payment of fees to PAGA Counsel shall be made in accordance with the terms of the Settlement;

8. The Court further orders, adjudges and decrees that upon the approval by the Court of this Settlement, Plaintiff and each Aggrieved Employee, shall, for the Release Period from May 31, 2019, through the date this Order is signed, fully release and forever discharge Defendants and Defendants' parents, subsidiaries, officers, directors, affiliates, their insurers, attorneys, shareholders, executives, managers, and all agents thereof from the Released Claims.

9. "Released Claims" mean any and all claims, rights, demands, liabilities and causes

1 of action arising out of the facts and claims asserted in the Action for civil penalties under the
2 Private Attorney General Act of 2004 Cal. Lab. Code § 2698 based upon the facts alleged, for
3 violations of the California Labor Code governing: meal and rest breaks; unpaid wages, including
4 minimum wages, regular wages, overtime, and double time wages, and all theories for or related
5 to nonpayment of such wages and/or payment of such wages at the incorrect rate(s) of pay; wage
6 statement violations and/or failure to maintain accurate records; failure to timely pay wages
7 during employment; separation pay violations; and any other penalties which could be asserted
8 based on the allegations alleged against Defendants in Plaintiff's LWDA letter and the Action,
9 including but not limited to Labor Code §§ 201, 202, 203, 203.1, 204, 210, 221, 225.6, 226,
10 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2 1197, 1197.1, 1198, 2802, 2810.5, and
11 the IWC Wage Orders.

12 Date: 01/19/2024, ~~2021~~

By: 
Honorable David S. Cunningham III