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5 Attorneys for Plaintiff,
GUADALUPE IBARRA, on behalf
6 of herself and all others similarly situated

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 10 2021

Sherri R. Carter, Executive Officer/Clerk
By Marisela Freasos. Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

10
11 GUADALUPE IBARRA, on behalf of herself)
and all others similarly situated,)

12)
13 Plaintiffs,)

14 v.)

15 OLYMPIC HEALTH CARE, LLC, a)
Delaware limited liability company; ALECTO)
16 HEALTHCARE SERVICES LLC, a Delaware)
limited liability company; and DOES 1)
17 through 100, Inclusive)

18 Defendants.)
19)
20)

CASE NO.: 20STCV19101

[Assigned for all purposes to the Hon. Elihu
M. Berle - Dept. "6"]

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

DATE: November 10, 2021
TIME: 11:00 a.m.
DEPT.: 6

21 Plaintiff, Guadalupe Ibarra's Motion for Approval of PAGA Settlement ("Motion") came
22 on regularly for hearing on November 10, 2021. After full consideration of Plaintiff's Motion and
23 supporting Declarations and exhibits thereto, including the PAGA and Individual Settlement
24 Agreement ("Settlement Agreement"), and good cause appearing therefore, the Court hereby
25 ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

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1 1. The Motion for Approval of PAGA Settlement is hereby granted in its entirety.

2
3 2. All terms used herein shall have the same meaning as defined in the Settlement
4 Agreement attached as Exhibit 1 to the Declaration of Michael Nourmand.

5
6 3. This Court has jurisdiction over the subject matter of this litigation and over all
7 Parties to this litigation, including all Aggrieved Employees.

8
9 4. The settlement resolves the PAGA action brought on behalf of Aggrieved
10 Employees as defined as follows: All persons who worked for Olympic Health Care, LLC in
11 California, as a non-exempt hourly employee at any time from May 18, 2019 to March 31, 2021,
12 except for those non-exempt employees who executed settlement agreements, severance
13 agreements, or release agreements with Defendants.

14
15 5. Pursuant to Labor Code §2699 *et seq.*, the Court finds that the settlement is fair,
16 adequate, and reasonable and that it furthers PAGA's objectives.

17
18 6. The Court appoints Guadalupe Ibarra as the PAGA representatives for settlement
19 purposes only.

20
21 7. The Court appoints Michael Nourmand, Esq. and James A. De Sario, Esq. of The
22 Nourmand Law Firm, APC as counsel for the Aggrieved Employees for settlement purposes only.

23
24 8. The Court appoints Simpluris, Inc. as the Settlement Administrator.

25
26 9. The Court approves, as to form and content, the Notice of PAGA Settlement
27 ("Notice") attached as Exhibit A to the Settlement Agreement.

28 ///

1 10. The Court approves the Maximum Settlement Value of \$109,000 and orders it to be
2 distributed, in accordance with the procedure set forth in the Settlement Agreement, as follows:

- 3 a. The sum of \$33,333.33 shall be allocated as reasonable attorneys' fees to be
4 paid to The Nourmand Law Firm, APC.
- 5 b. The sum of \$13,017.45 shall be allocated as reasonable litigation costs and
6 paid to The Nourmand Law Firm, APC.
- 7 c. The sum of \$5,000 shall be paid to Guadalupe Ibarra as an enhancement
8 award for serving as PAGA representative in the action.
- 9 d. The sum of \$5,200 shall be paid to Simpluris, Inc. for its services in
10 administering the settlement.
- 11 e. After deducting the above amounts, the Court approves the remaining Net
12 Settlement Amount of \$52,449.22 for PAGA penalties and orders 75%
13 (\$39,336.92) of the sum to be paid to the California Labor and Workforce
14 Development Agency and 25% (\$13,112.30) to be paid to the PAGA
15 Members pursuant to Labor Code §2699(i).

16

17 11. The Court directs the mailing of the Notice, as referenced in paragraph 9 above, by
18 first-class mail to the Aggrieved Employees in accordance with the procedures set forth in the
19 Settlement Agreement and this Order.

20

21 12. In consideration for the Gross Settlement Fund of \$109,000, Plaintiff, Aggrieved
22 Employees and the LWDA fully and finally release and forever discharge any and all Labor Code
23 claims arising during the Settlement Period seeking civil penalties under PAGA that were asserted
24 or could reasonably have been asserted based on the facts alleged in the Action, including claims
25 for failure to provide minimum wages, overtime wages, meal breaks, rest breaks, provide accurate
26 wage statements, timely pay wages due during or at separation or employment, and claims arising
27 under or relating to the alleged violations of California Labor Code §§200, 201-203, 218.5, 218.6,
28 226, 226.7, 510, 512, 1194, 1194.2, 1197, 2698, and 2699 *et seq.* ("Released Claims"), against

1 Defendants, their past and present divisions, affiliates, affiliated entities, related entities, parents,
2 managing members, subsidiaries, predecessors, successors, assigns, and their respective former
3 and present shareholders, owners, officers, directors, employees, agents, trustees, attorneys or legal
4 representatives, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees,
5 partners, and/or any other entity or individual which could be liable for the acts or omissions of
6 any of the Defendants in relation to the Released Claims ("Released Parties.") It is understood
7 and agreed that the Agreement neither releases the Released Parties from liability, if any, to
8 Aggrieved Employees (other than Plaintiff) for violations of any predicate statutes other than
9 PAGA based on the alleged Labor Code claims. Upon the issuance the Court Approval Order and
10 Judgment, Plaintiff and all Aggrieved Employees will be forever barred from pursuing against
11 Defendants any all claims for PAGA civil penalties, based on the alleged Labor Code claims,
12 Wage Orders, regulations, and/or other provisions of law alleged or that could have been alleged to
13 have been violated in the Action with respect to Aggrieved Employees based on the facts alleged
14 in the First Amended Complaint or the May 18, 2020 LWDA Notice Letter during the Settlement
15 Period. The Settled Claims are limited to claims for civil penalties under PAGA, based on the
16 alleged Labor Code claims.

17
18 13. The Court shall retain jurisdiction over the action, the parties and Aggrieved
19 Employees, to the fullest extent to enforce and effectuate the terms and intent of the Settlement
20 Agreement. The Court shall also retain jurisdiction to enforce the Settlement Agreement pursuant
21 to Code of Civil Procedure §664.6.

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IT IS SO ORDERED.

DATED: _____, 2021

HONORABLE ELIHU M. BERLE
LOS ANGELES COUNTY SUPERIOR COURT

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within entitled action; my business address is 8822 West Olympic
Boulevard, Beverly Hills, California 90211.

5 On October 7, 2021 I served the following document(s) described as:

6 **[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT**

7 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope,
8 with postage thereon fully prepaid, addressed as follows:

9 Tracy A. Kennedy, Esq.
Douglas Yang, Esq.
10 SHEPPARD MULLIN RICHTER & HAMPTON LLP
333 South Hope Street, 43rd Floor
Los Angeles, California 90071

11 Courtesy Copy by Email: tkennedy@sheppardmullon.com; dyang@sheppardmullon.com

12
13 BY MAIL: I am readily familiar with our office's practice for collection and processing of
14 correspondence and other materials for mailing with the United States Postal Service. On this
date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for
15 collection and mailing on this date at the address stated above, following our office's ordinary
business practices. The envelope(s) will be deposited with the United States Postal Service on this
16 date, in the ordinary course of business.

17 I declare under penalty of perjury under the laws of the State of California that the above is
true and correct and that this Proof of Service was executed on October 7, 2021 at Beverly Hills,
18 California.

19 
20 Alejandra Beltran