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KARLA IVON GONZALEZ and on behalf of
all other similarly situated employees

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Attorneys for Defendants
LAKE BALBOA HEALTH CARE, INC.;
NAHS HOLDING, INC.; NAHS SOUTHEAST, INC.;
NAHS SOUTHWEST, INC.; NORTH AMERICAN
CLIENT SERVICES, INC.; NAHS NORTH, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

KARLA IVON GONZALEZ, individually,
and on behalf of all other similarly situated,

Plaintiff,

vs.

LAKE BALBOA HEALTH CARE, INC., a
Nevada corporation; NAHS HOLDING,
INC., a Nevada corporation; NAHS
SOUTHEAST, INC., a Nevada corporation;
NAHS SOUTHWEST, INC., a Nevada
corporation; NORTH AMERICAN CLIENT
SERVICES, INC., a Nevada corporation;
NAHS NORTH, INC., a Nevada
corporation; and DOES 1 through 25,
inclusive,

Defendants.

CASE NO.: 21STCV11086

*Assigned for all purposes to the
Hon. Lawrence P. Riff*

Dept.: 51

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF SETTLEMENT OF ACTION
FILED PURSUANT TO PAGA**

1 *[Plaintiffs' Counsel Continued from Page 1]*

2 David Alami [SBN 314628]

3 **ALAMI LAW GROUP**

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1 ~~PROPOSED~~ ORDER

2 The operative Complaint in the captioned lawsuit contains a single claim for relief under
3 the PAGA based on alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 226,
4 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802,
5 and including but not limited to section 11 of the applicable IWC Wage Order, in relation to alleged
6 violations of those predicate statutes on behalf of all current and/or former nonexempt employees
7 employed by Defendants Lake Balboa Health Care, Inc., NAHS Holding, Inc., NAHS
8 Southwest, Inc., and North American Client Services, Inc (“Defendants”) in California
9 between January 17, 2020 through the date on which the Court grants approval of the settlement.

10 The Court, having considered the proposed Settlement Agreement (“Settlement” or
11 “Settlement Agreement”) between Plaintiff Karla Gonzalez (“Plaintiff”) and Defendants pursuant
12 to Labor Code § 2699(1); having considered the Joint Stipulation filed by the Parties; and good
13 cause appearing, HEREBY ORDERS THE FOLLOWING:

14 1. Based on the California Supreme Court’s opinions in *Arias v. Superior Court*, 46
15 Cal. 4th 969 (2009), and *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal. 4th 348
16 (2014), Plaintiff can seek PAGA civil penalties on behalf of the State of California and other
17 similarly situated aggrieved employees without seeking class certification or meeting the
18 requirements of class certification (i.e. numerosity, typicality, commonality and adequacy). As
19 such, the usual two-step preliminary and final approval process is not required.

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

22 3. The PAGA penalties sought as part of the Settlement Agreement are approved.
23 Plaintiff, by and through her Counsel, has satisfied the standards and applicable requirements for
24 approval of settlement of a claim for penalties brought under the PAGA. Defendant shall pay a
25 total of \$478,686.48 for such penalties. Pursuant to Labor Code § 2699(i), that amount shall be
26 divided, with 75% (\$359,014.86) being paid to the California Labor Workforce Development
27 Agency, and the remaining 25% (\$119,671.62) being allocated to the aggrieved employees.
28

1 4. The Court further approves attorneys' fees in the amount of \$250,000.00, and
2 \$13,813.52 in litigation costs (\$8,613.52 to Plaintiff's Counsel, Paul Denis of Denis & Rasi, PC,
3 and \$5,200.00 to David Alami of Alami Law Group) to Plaintiff's Counsel for reasonable
4 attorneys' fees and costs incurred in connection with work performed to litigate this Action.

5 5. Plaintiff and the LWDA (to the fullest extent allowed under the law) are bound by
6 the release of PAGA claims set forth in paragraph 15 of the Settlement Agreement. The LWDA
7 and Plaintiff are deemed to have conclusively released and forever discharged the Released Parties
8 (as defined in the Settlement Agreement) from any and all Released Claims set forth in paragraph
9 15, and are hereby permanently barred and enjoined from the institution or prosecution of any and
10 all Released Claims against the Released Parties.

11 6. Neither the settlement, nor any terms of the Settlement Agreement, are an
12 admission by the Released Parties, nor is the Court's instant Order a finding of the validity of any
13 claims in the Lawsuit or of any wrongdoing by any Released Parties.

14 7. Without affecting the finality of this Order or the dismissal referenced below, the
15 Court retains jurisdiction of all matters relating to the interpretation, administration,
16 implementation, effectuation and enforcement of this Order and the Settlement Agreement.

17 8. The case, and all claims therein, is hereby dismissed with prejudice.

18 9. This Order is intended to be a final disposition of the Lawsuit in its entirety and it
19 is intended to be immediately appealable.

20 **IT IS SO ORDERED.**

21 Dated: 01/05/2022



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

Hon. Lawrence P. Riff
Los Angeles Superior Court