

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 30 2025

S. OVERSTREET

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Attorneys for Plaintiff ANA MARIA FLORES,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ANA MARIA FLORES, on behalf of herself
and other aggrieved employees,

Plaintiff,

vs.

MARINER HEALTH CENTRAL, INC.; PALM
SPRINGS OPERATING COMPANY, LP; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: CVPS2104890

PAGA ACTION

*[ASSIGNED FOR ALL PURPOSES TO THE
HON. HAROLD W. HOPP, DEPT. 1]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF A PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND JUDGMENT
THEREON**

*[Filed concurrently with the Notice of Motion
and Motion for Approval of Private Attorneys
General Act Settlement; Declarations in
Support Thereof]*

Hearing Information:

Date: September 30, 2025

Time: 8:30 a.m.

Dept.: 1

Reservation Number: 039661868198

**~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF A PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND JUDGMENT THEREON**

1 The Court, having reviewed and considered Plaintiff ANA MARIA FLORES ("Plaintiff")
2 Motion for Approval of the Private Attorneys General Act ("PAGA") Settlement and all documents
3 submitted in support of the motion, **HEREBY ORDERS AND ENTERS JUDGMENT AS**
4 **FOLLOWS:**

5 1. The Court hereby grants Plaintiffs' Motion for Approval of PAGA Settlement. For
6 purposes of this Final Order and Judgment ("Order"), the Court adopts all defined terms as used in
7 the Settlement Agreement. A copy of the Settlement Agreement is attached as **Exhibit 1** to the
8 Declaration of Joanna E. Meneses in Support of Plaintiffs' Motion for Approval of PAGA Settlement
9 and is made part of this Order.

10 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Aggrieved
11 Employees, and Defendant. The Aggrieved Employees consist of all current and former hourly paid or
12 non-exempt employees who worked for Defendant Palm Springs Operating Company, LP
13 ("Defendant") within the State of California at any time from July 15, 2020 through the date on
14 which the joint motion for court approval is filed ("PAGA Period").

15 3. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
16 section 2699, *et seq.*, the Court approves the Settlement and finds that it is fair and reasonable and provides
17 genuine and meaningful relief consistent with the underlying purpose of PAGA to benefit the public.

18 4. The Court finds that notice of the Settlement was provided to the Labor and Workforce
19 Development Agency ("LWDA"), as required by Labor Code § 2699(1)(2).

20 5. The Court approves the terms set forth in the Settlement Agreement and finds that the
21 Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to
22 effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
23 Agreement has been reached as a result of informed and non-collusive arm's-length negotiations.
24 The Court further finds that the Parties were able to reasonably evaluate their respective positions.
25 The Court also finds that settlement now will avoid additional and potentially substantial litigation
26 costs, as well as delay and risks if the Parties were to continue to litigate the case.

27 6. The Settlement Agreement is not an admission by Defendants or by any other of the
28 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing

1 by any Defendants or any other Released Parties. Neither this Order, the Settlement Agreement, nor
2 any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
3 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
4 liability whatsoever by or against Defendants or any of the other Released Parties.

5 7. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to
6 the Administrator no later than thirty (30) days after the Effective Date of the Settlement.

7 8. The entire Net Settlement Amount (the remainder of the Settlement Amount after
8 deducting Attorneys' Fees (\$77,250) and costs (not to exceed \$19,036.15), and the costs of
9 administration (not to exceed \$4,200.00) from the \$257,500.00 Settlement Sum) shall be allocated
10 for payment of civil penalties and shall be distributed 75% (\$117,760.39) to the LWDA and 25%
11 (\$39,253.46) to the Aggrieved Employees.

12 9. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
13 based on the number of pay periods worked by each Aggrieved Employee for Defendant during the
14 PAGA Period, according to the terms of the Settlement Agreement. "Aggrieved Employee" means
15 all current and former hourly non-exempt employees who worked for Defendant within the State of
16 California at any time during the PAGA Period. "PAGA Period" means the period from July 15, 2020
17 through the date on which the joint motion for court approval is filed.

18 10. To the extent that there is any remainder in the Net Settlement Amount, such remainder
19 shall be distributed to Aggrieved Employees pro rata based on the number of pay periods worked by
20 each Aggrieved Employee for Defendant during the PAGA Period.

21 11. The Settlement Administrator shall distribute funds pursuant to the procedure
22 described in the Settlement Agreement.

23 12. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel.

24 13. The Court hereby confirms Phoenix Class Action Settlement Solutions as the
25 Settlement Administrator and confirms that costs in the amount of no more than \$4,200.00 for
26 administration of the settlement are reasonable.

27 14. The Court hereby awards to PAGA Counsel attorneys' fees in the amount of 30% of
28 the Settlement Amount, which is \$77,250.00 in attorneys' fees and attorneys' costs of \$19,036.15.

1 The payment of fees and costs to Plaintiffs' Counsel shall be made in accordance with the terms of
2 the Settlement.

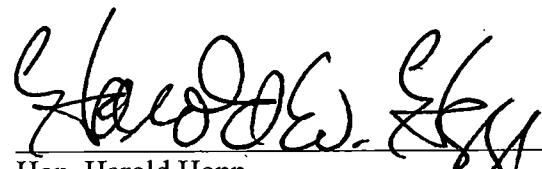
3 15. All settlement checks will remain valid for 180 days. Those funds represented by un-
4 cashed checks which remain outstanding 180 days after mailing of the Settlement checks by the
5 Settlement Administrator will be voided. The Administrator will cancel all the checks not cashed by
6 the void date.

7 16. The Court further orders, adjudges and decrees that upon Approval by the Court of
8 this Settlement and Defendant's full funding of the entire Gross Settlement Amount, all Aggrieved
9 Employees are deemed to release, on behalf of themselves and their respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
11 from all claims arising at any time during the PAGA Period, that are or were asserted in the Action, or
12 that are based upon, related to, or arise in any way from the facts set forth in the Action, wage and hour
13 claims which were or reasonably could have been alleged in the complaint including but not limited
14 claims for minimum wages, overtime wages, meal and rest period penalties, vested vacation wages,
15 unpaid wages, Labor Code section 226 (filing to provide accurate and complete wage statements)
16 Labor Code section 203 (waiting time penalties), and all PAGA Claims for claims exhausted per
17 Plaintiffs' letter to the LWDA.

18 17. The Settlement Administrator shall file a final report by 6/30/2026, indicating the
19 total amount paid to the LWDA and the Aggrieved Employees and confirming that uncashed funds
20 have been distributed. Hearing re: Final Report (Nonappearance) is set for 7/7/2026 at 8:30 AM.

21 18. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction
22 with respect to the interpretation, implementation, and enforcement of the Settlement and all order
23 and judgment entered in connection therewith.

24
25 Dated: Sept. 30, 2025


26 Hon. Harold Hopp
27 Riverside County Superior Court Judge
28