

09/21/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: J. Marquez Deputy

LAW OFFICES OF SEVAG NIGOGHOSIAN

Sevag Nigoghosian, Esq., SBN 224928
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 956-1111
Facsimile: (818) 956-1983

Attorneys for Plaintiff LILIANA ROXANA SALAVERRIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

**FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)**

LILIANA ROXANA SALAVERRIA,

Case No.: 22STCV15832

HON. MEL RED RECANA

Plaintiff,

**[PROPOSED] ORDER ON STIPULATION
FOR FINAL APPROVAL OF PAGA
SETTLEMENT AND DISMISSAL WITH
PREJUDICE**

vs.

COMPREHENSIVE COMMUNITY HEALTH
CENTERS, INC.; and DOES 1 to 25, inclusive,

Complaint Filed: May 12, 2022
Trial Date: None Yet Set
Dept.: 45

Defendants.

[PROPOSED] ORDER

1. Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Parties submitted a Stipulation for Approval of Settlement under PAGA.
2. Plaintiff's Complaint, filed on or around May 12, 2022, seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the letter to the Labor Workforce and Development Agency ("LWDA") dated September 20, 2021 (the "LWDA

Letter"), on behalf of all current and former non-exempt employees of Defendant
COMPREHENSIVE COMMUNITY HEALTH CENTERS, INC. ("CCHC" or "Defendant(s)")
from September 20, 2020 through the date of approval, inclusive.

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

A. The Court finds the instant Action presents a good faith dispute of the claims alleged;

B. The Court finds in favor of settlement approval, and therefore approves the
Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the
releases and other terms, as fair, just, reasonable, and adequate;

C. The Court finds further that Plaintiff, acting on behalf of herself, the Aggrieved
Employees, and the State of California, by operation of this Order and Judgment hereby releases
and forever discharges Defendants and the Released Parties (as defined in the Settlement
Agreement) from any and all PAGA Released Claims (as defined in the Settlement Agreement)
including penalties asserted in Plaintiff's Complaint, including any and all known and unknown
claims for civil penalties under the Private Attorneys General Act, California Labor Code §§ 2698,
et seq., that arise;

D. The Court finds further that the foregoing release shall be binding on Plaintiff and
the State of California, and shall bar any claim under PAGA brought by any person, including the

1 Aggrieved Employees, on behalf of the State of California, as to the PAGA Released Claims and
2 Released Parties;

3 E. The Parties are directed to comply with all terms of the Settlement Agreement, and
4 Defendants are directed to make all payments required by the Settlement Agreement;

5 F. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
6 Eighty-Two Thousand Five Hundred Dollars (\$82,500.00) (the "Gross Settlement Amount"). The
7 Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
8 Settlement Administrator Costs, and Attorney's Fees and Costs. No portion of the Gross Settlement
9 Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of Twenty-
10 Seven Thousand Five Hundred Dollars and Zero cents (\$27,500.00); costs of Nine Thousand Nine-
11 Hundred Ninety-Eight Dollars and Thirteen cents (\$9,998.13). The settlement administrator
12 Phoenix Settlement Administrators requests administration costs of Three Thousand Two Hundred
13 Fifty Dollars and Zero Cents (\$3,250.00). Defendant does not oppose these requests. The Court
14 finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these
15 payments, and directs the Settlement Administrator to make the above payments to payments from
16 the Gross Settlement Amount as follows:

- 17 a. \$27,500.00 in attorney's fees to the Law Offices of Sevag Nigoghosian;
18 b. \$9,998.13 in costs to the Law Offices of Sevag Nigoghosian;
19 c. \$3,250.00 in administration costs to Phoenix Settlement Administrators;
20 d. After deducting the foregoing payments, the estimated remainder of approximately
21 \$41,751.87 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i),
22 the NSA will then be distributed 75 percent (\$31,313.90) to the LWDA, and the remaining 25 percent
23 (\$10,437.97) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement
24

1 Agreement. The Court approves these payments, and directs the Settlement Administrator to issue
2 checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
3 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
4 Agreement; and

5 G. The PAGA Action is hereby DISMISSED WITH PREJUDICE as to all parties and
6 all causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the
7 Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,
8 enforcement, construction, administration, and interpretation of the Settlement Agreement.
9

10
11 **IT IS SO ORDERED.**

12
13
14 Date: September 21, 2022



A handwritten signature in black ink, appearing to read "Mel Red Recana".

Mel Red Recana / Judge

HON. MEL RED RECANA

PROOF OF SERVICE
Salaverria v CCHC, Inc. et al.
22STCV15832

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 500 N. Central Ave., Suite 840, Glendale, Ca. 91203.

On July 13, 2022, I served the following document described as **STIPULATION FOR APPROVAL OF PAGA SETTLEMENT AND RELEASE; DECLARATION OF SEVAG NIGOGHOSIAN; and [PROPOSED] ORDER** on all interested parties in this action by placing ☒ a true copy ☐ the original thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.

☒ (BY ELECTRONIC MAIL) I caused said document(s) to be transmitted to the email address(es) of the addressee(s) designated.

☐ (BY FACSIMILE) The facsimile machine I used complied with Rule 2003(3) and no error was reported by the machine. Pursuant to Rule 2008(e)(4), I caused the machine to print a record of the transmission.

☐ (BY MAIL, 1013a, 2015.5 C.C.P.)

☐ I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

☐ I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under that practice, this document will be deposited with the U.S. Postal Service on this date with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ (BY MESSENGER) I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed above and providing them to a messenger for personal service.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (FEDERAL) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on July 13, 2022, at Glendale, California.

/s/vicki ghalbourjian

Vicki Ghalbourjian

SERVICE LIST

Evelyn Zarraga, Esq.
Landegger Verano & Davis, ALC
15760 Ventura Blvd., Suite 1200
Encino, California 91436
evelyn@landeggeresq.com

Attorneys for Defendants, COMPREHENSIVE COMMUNITY HEALTH CENTERS, INC.