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FILED
Superior Court of California
County of Los Angeles

06/03/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Alva Deputy

Attorneys for Plaintiff RONAK GARG, an individual, as representative of the State of California and LWDA, and on behalf of himself and all other current and former employees

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

RONAK GARG, on behalf of himself and
all other similarly aggrieved employees,

Plaintiff,

v.

PROVIDENCE MEDICAL
ASSOCIATES, INC., a California
corporation, and DOES 1 to 50, inclusive,

Defendant

Case No.: 22STCV03368

*Assigned for all purposes to Hon. Maureen
Duffy-Lewis; Dept. 38*

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS' FEES, COSTS,
AND REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES**

Date: April 15, 2024

Time: 9:30 AM

Dept.: 3

1 Plaintiff RONAK GARG("Plaintiff") Unopposed Motion for an Order: (1) granting
2 approval of the proposed settlement of claims brought pursuant to the Private Attorneys General
3 Act of 2004 (Cal. Labor Code § 2698 *et seq.*) ("PAGA") set forth in the parties' PAGA Settlement
4 Agreement (the "Settlement Agreement"), attached as Exhibit 1; (2) appointing Phoenix Settlement
5 Administrators as the Settlement Administrator and approving payment of its fees not to exceed
6 \$5,000.00 from the Settlement Sum; (3) directing disbursement of the Settlement Sum pursuant to
7 the terms of the Settlement Agreement; (4) directing payment of attorneys' fees and litigation costs
8 from the Settlement Sum not to exceed \$66,666.67 to Plaintiffs' counsel for attorney's fees and
9 \$13,000.00 in expenses came on for hearing before this Court in Department 38, the Honorable
10 Maureen Duffy-Lewis, on April 15, 2024. Appearances were noted on the record.

11 Having reviewed the Settlement Agreement and duly considered the parties' papers and oral
12 argument, and good cause appearing,

13 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

14 1. All terms used herein shall have the same meaning as defined in the PAGA
15 Settlement Agreement, which is attached hereto as **Exhibit 1**.

16 2. This Court has jurisdiction over the claims of the Aggrieved Employees and the
17 State of California asserted in this proceeding and over all parties to the Action.

18 3. The Settlement is not an admission by Defendant, nor is this Order a finding of the
19 validity of any allegation or of any liability or wrongdoing by Defendant. Neither this Judgment,
20 the Settlement, nor any document referred to herein, nor any action taken to carry out the
21 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or
22 liability whatsoever by or against Defendant.

23 4. The Court finds that the Settlement was entered into in good faith, that the
24 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
25 applicable requirements for approval of PAGA representative actions under California law. The
26 Court finds that the Settlement Sum of \$200,000.00 represents a fair compromise of the claims
27 alleged in the Action, considering the maximum potential value of the claims asserted and the risks
28 inherent in further litigation.

1 5. The Court has considered the authorities and evidence presented by Plaintiff and
2 based thereon hereby approves the following awards and deductions from the Settlement Sum:

3 a. To Plaintiffs' counsel, Work Lawyers, PC, an award of \$66,666.67 in
4 attorneys' fees and \$7, 129.79 in costs. The Court finds that these amounts are fair and
5 reasonable and commensurate with applicable California law.

6 b. To Phoenix Settlement Administrator., the settlement administrator, a
7 payment of up to \$5,000.00 to administer the Settlement through its conclusion, including
8 disbursement of the Settlement Sum and all tax reporting associated therewith.

9 5. The amount remaining of the Settlement Sum following these deductions is the Net
10 Settlement Amount of approximately \$115,333.33. The Net Settlement Amount shall be distributed
11 75% to the Labor and Workforce Development Agency and 25% to the Aggrieved Employees.

12 6. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
13 based on the provisions and timelines set forth in the Settlement Agreement.

14 7. After entry of this Order, pursuant to the Parties Agreement, the Court shall retain
15 jurisdiction of the Action to construe, interpret, implement, and enforce the Settlement Agreement
16 and this Order.

17
18 **IT IS SO ORDERED.**

19
20 Dated: June 3, 2024



Maureen Duffy-Lewis

HON. MAUREEN DUFFY-LEWIS
JUDGE OF THE SUPERIOR COURT
Maureen Duffy-Lewis / Judge