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

IRENE RIOS,

Plaintiff,

vs.

SAMARITANA MEDICAL CLINIC INC.;
PROVIDERS MEDICAL
MANAGEMENT, INC.; WILLIAM A.
MARTINEZ; MMC-HR, LLC; and DOES 1
to 25, inclusive,

Defendant(s).

Case No.: 22STCV34375

**[PROPOSED] ORDER ON UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Action filed: 10/26/22
Hearing Date: January 16, 2024
Hearing Time: 8:30am
Hearing Dept: 48, Hon. Thomas D. Long
Reservation ID: 112665401820

Submitted Herewith Under Separate Cover:

1. Unopposed Motion for Approval of PAGA Settlement; Memorandum of Points and Authorities in Support Thereof;
2. Declaration of Harout Messrelian in Support of Unopposed Motion for Approval of PAGA Settlement ; and

[PROPOSED] ORDER

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Motion of Plaintiff Irene Rios ("Plaintiff") for Approval of Settlement under PAGA came before this Court on January 16, 2024.

Plaintiff's Complaint 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 letters to the Labor Workforce and Development Agency "LWDA") dated April 14, 2022 (the "LWDA Letter"), on behalf of all current and former non-exempt employees of Defendants Samaritana Medical Clinic Inc., Providers Medical Management, Inc., and William A. Martinez (collectively "Samaritana Defendants") from April 14, 2021 to the date of this Order, inclusive.

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:

1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
2. 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;
3. The Court finds further that Plaintiff, acting on behalf of herself and the State of California, by operation of this Order and Judgment hereby releases and forever discharges Samaritana 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

1 in Plaintiff's Complaint, including any and all known and unknown claims for civil penalties under
2 the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise.

3 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
4 State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved
5 Employees, on behalf of the State of California, as to the PAGA Released Claims and Released Parties.

6 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
7 Defendants are directed to make all payments required by the Settlement Agreement;

8 6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
9 One Hundred Twenty Thousand Dollars (\$120,000.00) (the "Gross Settlement Amount"). The Gross
10 Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Attorney's Fees
11 and Costs, and PAGA settlement administration costs. No portion of the Gross Settlement Amount will
12 revert to Defendants. Plaintiff's Counsel requests an award of attorney's fees of Forty Thousand Dollars
13 and Zero Cents (\$40,000.00); costs of Four Thousand Five-Hundred Fifty-Six Dollars and Ninety-
14 Seven Cents (\$4,556.97). The settlement administrator Phoenix Settlement Administrators requests
15 administration costs of Four Thousand Eight-Hundred Sixty-Four Dollars and Twenty-One Cents
16 (\$4,864.21). Samaritana Defendants do not oppose these requests. The Court finds the Gross Settlement
17 Amount is fair, reasonable and adequate, and approves each of these payments, and directs the
18 Settlement Administrator to make the above payments to payments from the Gross Settlement Amount
19 as follows:
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- 22 a. \$40,000.00 in attorney's fees to Messrelian Law Inc.;
 - 23 b. \$4,556.97 in costs to Messrelian Law Inc.;
 - 24 c. \$4,864.21 in administration costs to Phoenix Settlement Administrators
 - 25 d. After deducting the foregoing payments, the estimated remainder of approximately
26 \$70,578.82 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
27 2699(i), the NSA will then be distributed 75 percent (\$52,934.11) to the LWDA, and the
28 remaining 25 percent (\$17,644.71) to the Aggrieved Employees on a pro rata basis, as set forth
in the Settlement Agreement. The Court approves these payments, and directs the Settlement

1 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
2 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise cany out its
3 duties as set forth in the Settlement Agreement; and

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

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10 **IT IS SO ORDERED.**

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13 HON. THOMAS D. LONG
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