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

10 IRENE RIOS,

11 *Plaintiff,*

12 vs.
13

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

19 *Defendant(s).*

Case No.: 22STCV34375

**PLAINTIFF'S UNOPPOSED MOTION FOR
APPROVAL OF PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Action filed: 10/26/22

Date: 1/16/24
Time: 8:30am
Dept: 48
Reservation ID:
112665401820

Submitted Herewith Under Separate Cover:

1. Declaration of Harout Messrelian in Support of Unopposed Motion for Approval of PAGA Settlement and Release; and
2. [Proposed] Order

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Irene Rios (“Plaintiff”) and Defendants Samaritana Medical Clinic Inc.,
4 Providers Medical Management, Inc., and William A. Martinez (collectively “Samaritana
5 Defendants”) have reached an agreement to settle the above-captioned action (the “Action”).
6 Plaintiff and Defendants are collectively referred to as the “Parties” and any one of them
7 individually may be referred to as a “Party.” The Parties have memorialized the terms of this
8 settlement in a Individual and PAGA Settlement Agreement (the “Settlement Agreement”).
9 Attached as **Exhibit 1** to the Declaration of Harout Messrelian (“Messrelian Decl.”) is a true and
10 accurate copy of the Settlement Agreement and the PAGA notice that will be sent to the alleged
11 aggrieved employees covered by the Settlement Agreement, being Plaintiff and all current and
12 former non-exempt employees of Defendant in the State of California from April 14, 2021
13 through the date of the Settlement Approval (“PAGA Members”), with their payment. By this
14 Motion and pursuant to California Labor Code § 2699(l), Plaintiff seeks an order permitting
15 settlement on the terms outlined in the Settlement Agreement.

16 **II. ALLEGATIONS AND INVESTIGATION**

17 Defendants Samaritana Medical Clinic Inc., Providers Medical Management, Inc. and
18 William A. Martinez own and operate medical clinics. Plaintiff Irene Rios was classified as an
19 hourly, non-exempt employee and worked for Samaritana Defendants as a medical assistant from
20 February 2022 through March 2022 at the Samaritana Medical Clinic located at 510 S. Alvarado
21 St, Los Angeles, CA 90057. *See* Messrelian Decl., ¶4.

22 Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under
23 the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. (“PAGA”).
24 On April 14, 2022, Plaintiff Irene Rios on behalf of herself and Samaritana Defendants’ other
25 California non-exempt hourly employees (hereafter collectively the “Aggrieved Employees”)
26 gave written notice by electronic service to the California Labor and Workforce Development
27 Agency (“LWDA”) and via certified mail to Samaritana Defendants of their claims against
28 Samaritana Defendants. In her notice to the LWDA, Plaintiff asserted on behalf of herself and

1 the Aggrieved Employees that Defendant (1) failed to compensate for all hours worked and to
2 pay minimum wages (Labor Code Sections 1194, 1197, 1197.1); (2) failed to pay overtime
3 compensation (Labor Code Section 510); (3) failed to provide rest breaks (Labor Code Section
4 226.7); (4) failed to provide meal breaks (Labor Code Sections 512, 226.7); (5) failed to timely
5 pay wages due during employment (Labor Code Section 204); (6) failed to provide accurate
6 itemized wage statements (Labor Code Section 226); (7) failed to keep accurate and complete
7 payroll records (Labor Code Section 1174/1174.5); (8) failed to pay wages at the end of
8 employment (Labor Code section 203); (9) and failed to reimburse business expenses. Plaintiff
9 filed her initial lawsuit on October 26, 2022 in the Superior Court for the State of California,
10 County of Los Angeles, Case No. 22STCV34375. On February 23, 2023, Plaintiff filed a First
11 Amended Complaint alleging causes of action against Defendants for: 1) Failure To Compensate
12 For All Hours Worked; 2) Failure To Pay Minimum Wages; 3) Failure To Pay Overtime; 4)
13 Failure To Provide Accurate Itemized Wage Statements; 5) Failure To Pay Wages Owed Every
14 Pay Period; 6) Failure To Pay Wages When Employment Ends; 7) Failure To Give Rest Breaks;
15 8) Failure To Give Meal Breaks 9) Failure To Reimburse Business Expenses; 10) Private
16 Attorneys General Act ("PAGA"); 11) Sexual Harassment In Violation Of Fair Employment
17 And Housing Act ("FEHA"); 12) Failure To Prevent Harassment In Violation Of FEHA; 13)
18 Negligent Retention And Supervision; 14) Wrongful Constructive Discharge In Violation Of
19 Public Policy; And 15) Violation Of California Business And Professions Code Section 17200.
20 The First Amended Complaint is the operative complaint in the Action. The Tenth Cause of
21 Action for penalties under PAGA is pursuant to the following legal theories: (a) failure to pay
22 all minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide
23 compliant meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize
24 and permit compliant rest periods, or provide premium pay for non-complaint rest periods; (e)
25 failure to provide accurate, itemized wage statements and/or otherwise maintain accurate
26 records; (f) failure to timely pay wages during employment and/or upon separation of
27 employment; and (g) failure to reimburse business expenses. *See* Messrelian Decl., ¶5.

1 Through informal discovery, Samaritana Defendants produced records and represented
2 that they employed approximately 119 workers falling within Plaintiff's Aggrieved Employees
3 definition for the period from April 14, 2021 (one year before Plaintiff's initial LWDA notice)
4 through September 19, 2023, and that there are paychecks issued for a total of approximately
5 3,507 pay periods worked for that same time period. *See* Messrelian Decl., ¶6.

6 The Settlement Agreement covers PAGA Members, which are Aggrieved Employees
7 employed on or after April 14, 2021, through the date of Settlement Approval. *See* Messrelian
8 Decl., ¶7.

9 On September 19, 2023, the Parties attended a full day mediation session with
10 experienced mediator Hon. Frederick P. Aguirre. At the mediation, the Parties agreed to settle
11 the Action. Before agreeing to the terms of the Settlement, the Parties engaged in informal
12 discovery regarding Defendant's policies, practices, operations, time and payroll information
13 and other topics. In advance of mediation, Defendant produced Plaintiff's personnel files, time
14 and payroll data for Plaintiff, and time records and payroll records for 25 employees falling
15 within Plaintiff's Aggrieved Employees definition for the period from April 14, 2021 through
16 September 10, 2023, which is a 21% sample. Through extensive arm's length negotiations at
17 the mediation and only after discovery and investigation were performed, the Parties agreed to
18 settlement terms. *See* Messrelian Decl., ¶9.

19 The Parties conducted investigation of the facts and law both before and after the lawsuit
20 was filed. Counsel for the Parties have further investigated the applicable law as applied to the
21 facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations
22 claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties
23 and their respective counsel are of the opinion that the Settlement for the consideration and on
24 the terms set forth in this Motion are fair, reasonable and adequate and are in the best interests
25 of Plaintiff, the PAGA Members, and Samaritana Defendants in light of all known facts and
26 circumstances and the risks inherent in litigation, especially in this post-pandemic era when
27 most businesses are still struggling to remain afloat, much less prosper and make a large profit.
28 *See* Messrelian Decl., ¶10.

1 The Parties further recognize that the issues presented in the Action are likely only to be
2 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will
3 cause inconvenience, distraction, disruption, delay, and expense disproportionate to the
4 maximum potential benefits, especially in light of the post- pandemic era and the business
5 climate. *See* Messrelian Decl., ¶11.

6 **III. FAIRNESS OF THE SETTLEMENT**

7 While this Action is a representative PAGA claim, the Parties are not obligated to follow
8 the class action procedural rules for obtaining approval of this settlement. *Arias v. Superior Court*
9 (*Angelo Dairy*) (2009) 46 Cal.4th 969.

10 Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA Members
11 were not provided timely, uninterrupted meal and rest breaks. Samaritana Defendants
12 vehemently deny that there were any meal and rest break violations, especially in light of the
13 fact that Samaritana Defendants presented evidence that they maintained Labor-Code-compliant
14 meal and rest policies. *See* Messrelian Decl., ¶12.

15 Plaintiff contends that the civil penalty statutes applicable to the Action arise from
16 violations of the California Labor Code, including, but not limited to, Labor Code §§ 210, 226.3,
17 558, 1174.5, 1197.1, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers
18 a Labor Code violation may be awarded a sum of money for each pay period in which he or she
19 was underpaid. However, under Labor Code § 2699(e)(2), the Court can reduce an award of
20 civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. *See* Messrelian Decl.,
21 ¶13.

22 Under the civil penalty formulas applicable under PAGA, Plaintiff estimated a
23 **maximum** exposure of approximately \$169,800 for civil penalties for Plaintiff's strongest
24 disputed claims of failure to provide meal and rest periods. Plaintiff's analysis, which Defendant
25 vehemently disputes, revealed a 48.6% violation rate for either late, short, or interrupted meal
26 periods for shifts over 6 hours. Since the total number of pay periods in the PAGA period was
27 3,507 and since only 66.4% of the sample shifts were over 6 hours, the total number of pay
28 periods to consider for potential meal break violations was 2329 (66.4% x 3507 pay periods).

1 As such, with the 48.6% violation rate, the maximum exposure would be \$56,600.00, which is
2 calculated as \$50 penalty multiplied by 1132 pay periods (48.6% of the 2329 pay periods).
3 Plaintiff extrapolated the same 48.6% rate for rest break violations. Since 96.2% of the sample
4 shifts were over 3.5 hours, the total number of pay periods to consider for potential rest break
5 violations was 3,374 (96.2% x 3507 pay periods). As such, with a 48.6% violation rate, the
6 maximum exposure would be \$164,000 (\$100 penalty per pay period multiplied by 1640 pay
7 periods, which is 48.6% x 3374 pay periods). As such, the aggregate maximum exposure for
8 meal and rest break claims would be \$220,600.00. Assuming that Plaintiff's calculations and
9 analysis are accurate, the maximum exposure presumes that the Court will not reduce the penalty
10 award as unjust, arbitrary, oppressive, or confiscatory. For the rest period violations, it also
11 presumes that the meal and rest period violation rates were identical. *See* Messrelian Decl., ¶14.

12 Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple
13 PAGA penalties for the same violation for the same pay period under different Labor Code
14 provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil
15 penalties arising under the various Labor Code statutes. Furthermore, judges have awarded
16 extremely small sums to PAGA claimants in the past. In addition, Samaritana Defendants would
17 make an argument that any presumption of meal or rest period violations could be rebutted by
18 evidence and therefore they are not a predicate for civil penalties for improper wage statements
19 and untimely final wages under Labor Code secs. 201-204, 226, 226.3, and 2699. Samaritana
20 Defendants also adamantly dispute all of Plaintiff's allegations in the operative Complaint. *See*
21 Messrelian Decl., ¶15.

22 The source of penalties available is under PAGA, which allows employees to recover
23 civil penalties for certain violations of the Labor Code so long as the penalties are not unjust,
24 arbitrary, oppressive, or confiscatory. There are no State Court decisions under the PAGA to
25 date with substantial awards of civil penalties. There is a substantial risk that the Court could
26 reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of
27 willful and intentional conduct. The PAGA expressly counsels against such awards. *See Lab.*
28 Code § 2699(e)(2) ("...a court may award a lesser amount than the maximum civil penalty

1 amount specified by this part if, based on the facts and circumstances of the particular case, to
2 do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”).
3 Further, although class certification is not required for a PAGA claim, Samaritana Defendants
4 could contend that Plaintiff cannot show that the PAGA claims are manageable. *See* Messrelian
5 Decl., ¶16.

6 As such, Samaritana Defendants could also convince the Court to dismiss the claims due
7 to unmanageability. *Wesson v. Staples The Office Superstore, LLC* (2021) 68 Cal.App.5th 746
8 (“*Wesson*”); *Feltzs v. Cox Communs. Cal.* (October 21, 2021) 2021 U.S. Dist. LEXIS 207087.
9 On September 9, 2021, the California Court of Appeal issued the significant decision in *Wesson*
10 *v. Staples the Office Superstore, LLC*, holding that courts have authority to ensure that PAGA
11 claims are manageable, and that courts may limit or strike unmanageable PAGA claims.
12 Defendant contends that Plaintiff’s allegations require a host of individualized inquiries which
13 would arguably devolve into a series of mini-trials based on whether each employee voluntarily
14 elected to unilaterally waive a provided meal period or authorized rest break, based on position
15 titles, job duties and the type of work they perform. (*See, e.g., Brinker*, 53 Cal.4th at 1004.) In
16 *Ortiz v. CVS Caremark Corp.*, the court dismissed a PAGA claim because it was unmanageable.
17 2014 WL 1117614, at *3–4 (N.D. Cal. 2014). In *Ortiz v. CVS Caremark Corp.*, the court
18 dismissed a PAGA claim because it was unmanageable. 2014 WL 1117614, at *3–4 (N.D. Cal.
19 2014). The *Ortiz* court cited the “multitude of individualized assessments” that case would have
20 required in ordering dismissal. *Id.* at *4. Several other courts have adopted *Ortiz*, and dismissed
21 PAGA claims where, as here, there are a large number of allegedly aggrieved individuals whose
22 claims require individual assessments. *See, e.g., Litty v. Merrill Lynch & Co.*, 2014 WL
23 5904904, at *3 (C.D. Cal. 2014); *Bowers v. First Student, Inc.*, 2015 WL 1862914, at *4 (C.D.
24 Cal. 2015); *see also Stafford v. Dollar Tree Stores, Inc.*, 2014 WL 6633396, at *2–4 (E.D. Cal.
25 2014) (bifurcating trial of plaintiff’s claim from representative claims: “in light of the number
26 of potential aggrieved employees, judicial economy favors deferring the representative portion
27 of the PAGA claim”); *Amey v. Cinemark USA Inc.*, 2015 WL 2251504, at *16 (N.D. Cal. May
28 13, 2015). DS, ¶ 24. The risk of an unmanageable trial is heightened in a representative PAGA

1 claim because the burden of proof rests with the plaintiff to establish violations of the Labor
2 Code “with respect to each and every individual on whose behalf [they] seek[] to recover civil
3 penalties.” *Molina v. Dollar Tree Stores, Inc.*, 2013 U.S. Dist. LEXIS 138642, at *33-34 (C.D.
4 Cal. Aug. 9, 2013); *Hibbs-Rines v. Seagate Techs, LLC*, 2009 WL 513496, at *4 (N.D. Cal. Mar.
5 2, 2009). Moreover, in a PAGA case the plaintiff must prove liability with respect to “each and
6 every individual” through representative evidence – but without sacrificing the defendant’s due
7 process right to present proof of their affirmative defenses. *Elkins v. Superior Court*, 41 Cal. 4th
8 1337, 1357 (2007); *Walmart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2561 (2011); *Duran v. U.S.*
9 *Bank Nat’l Ass’n*, 59 Cal. 4th 1, 33-34 (2014). Plaintiff would be required to establish a violation
10 of the Labor Code in each pay period of each and every one of the approximately 119 employees.
11 The Court could find that this is an impractical task and require the PAGA Members to bring
12 individual claims instead of a PAGA representative claim. *See* Messrelian Decl., ¶17.

13 The Parties further recognize that the issues presented in the Action are likely only to be
14 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will
15 cause inconvenience, distraction, disruption, delay, and expense disproportionate to the
16 maximum potential benefits to the PAGA Members and Plaintiff from continued litigation. *See*
17 Messrelian Decl., ¶18.

18 The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff,
19 her attorneys, and the State of California. *See* Messrelian Decl., ¶19.

20 Furthermore, Plaintiff recognizes that continued litigation presents significant risks that
21 support a significant downward departure from Plaintiff’s estimated civil penalties amount. In
22 view of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount
23 for these claims and is in the best interest of Plaintiff and PAGA Members and thus, warrants
24 approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479 (9th Cir. June 3, 2014) 2014
25 WL 2465049, * 3. The PAGA settlement and its terms are fair, just, reasonable, adequate, and
26 equitable to Defendant, Plaintiff, and the State, especially in light of the current economic
27 climate, and are the product of good faith, and informed arms-length negotiations between the
28 Parties consistent with public policy and fully comply with applicable provisions of law.

1 *See* Messrelian Decl., ¶20.

2 **IV. TERMS AND PROCEDURES OF THE SETTLEMENT**

3 The Settlement Agreement covers all claims, charges, complaints, liens, demands, causes
4 of action, obligations, and liabilities, whether known or unknown, against the Released Parties
5 (as defined in the Settlement Agreement) for civil penalties predicated on any of the alleged
6 violations of the California Labor Code, Industrial Welfare Commission Wage Orders,
7 regulations, and/or other provisions of law that were alleged or asserted in the Action or any
8 PAGA notices filed by Plaintiff, or that could have been asserted in the Action or any PAGA
9 notice filed by Plaintiff based on any facts or allegations therein, with respect to PAGA Members
10 from April 14, 2021 through the date of the Settlement Approval. *See* Messrelian Decl., **Exhibit**
11 **1** at ¶5.2.

12 Samaritana Defendants agree to pay \$120,000.00 toward the Settlement (the “Gross
13 Settlement Amount” or “GSA”) which will be distributed as follows:

- 14 i. \$40,000.00 (33 1/3% of the GSA) in attorneys’ fees to Harout Messrelian, Esq. of
15 Messrelian Law Inc.
- 16 ii. \$4,556.97 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian
17 Law Inc.
- 18 iii. \$4,864.21 in PAGA Settlement Administrator costs to the Settlement
19 Administrators (Phoenix Settlement Administrators).
- 20 iv. \$70,578.82 (the “Net Settlement Amount” or “NSA”) will be divided as follows:
- 21 a. \$52,934.11 (75% of “NSA”) to the LWDA, which represents civil
22 penalties payable to the LWDA under the Labor Code Private Attorneys
23 General Act (“PAGA”), Labor Code section 2698, *et seq.*; and
- 24 b. \$17,644.71 (25% of NSA) (the “PAGA Members Amount”) to the PAGA
25 Members which represents civil penalties payable to the PAGA Members
26 as civil penalties that are allegedly owed in the Action for the period from
27 January 14, 2021 through Approval of the Settlement.

28 *See* Messrelian Decl., **Exhibit 1** at ¶3.2.

1 Plaintiff and each PAGA Member shall receive a portion of the Aggrieved Employee
2 Amount on a pro-rata basis by multiplying the PAGA Members Amount by the ratio of (i) the
3 number of pay periods worked by the PAGA Member during the release period and (ii) the total
4 number of pay periods worked by all PAGA Members during the release period. *See* Messrelian
5 Decl., **Exhibit 1**, ¶¶1.11; 3.2.3.2.

6 For purposes of computing taxes, one-hundred percent (100%) of the Aggrieved
7 Employee Settlement Award shall be considered to be a civil penalty and shall not be subject to
8 withholding, unless otherwise required by law. The Claims Administrator shall file proof of
9 payment. *See* Messrelian Decl., **Exhibit 1** at ¶¶3.2.3.1, 3.2.3.1.

10 **V. THE PROPOSED FEE AMOUNT FOR ATTORNEYS' FEES AND COST**
11 **AMOUNT FOR LITIGATION EXPENSES IS FAIR, ADEQUATE, AND REASONABLE**
12 **AND SHOULD BE APPROVED**

13 Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff's counsel's
14 request for \$40,000.00 in attorney fees and \$4,556.97 in litigation costs is fair and reasonable.
15 "Empirical studies show that, regardless of whether the percentage method or the lodestar method
16 is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix,*
17 *Inc.* (2008) 162 Cal.App.4th 43, 47 fn. 11 (quoting *Shaw v. Toshiba America Information Systems,*
18 *Inc.* (E.D. Tex. 2000) 91 F.Supp.2d 942, 972; *See also Lafitte v. Robert Half Int'l Inc.* (Cal. Aug.
19 11, 2016) 1 Cal.5th 480, 503, 376 P.3d 672, 686 (holding that courts can use the percentage method
20 for the calculation of attorneys' fees). This is also consistent with Plaintiff's Counsel's experience
21 in cases involving PAGA claims. This award is justified here because Plaintiff's counsel achieved
22 a strong result for the PAGA Members and the State while bearing the substantial burdens of
23 contingency representation. *See* Messrelian Decl., ¶¶23-25.

24 It is an accepted practice in wage and hour class action settlements to award attorneys'
25 fees to Plaintiff's Counsel based on a percentage of the total settlement value agreed upon by the
26 Parties. California courts have long recognized that an appropriate method for awarding
27 attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano v. Priest*
28 (1977), 20 Cal.3d. 25, 48-49 ["when a number of persons are entitled in common to a specific

1 fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation
2 or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the
3 fund"]; *Wershba v. Apple Computer, Inc.* (2001), 91 Cal.App.4th, 230, 254; *Lealao v. Beneficial*
4 *California, Inc.* (2000) 82 Cal.App.4th 19, 26-30.)

5 The litigation costs expended to aid in the representation of the PAGA Members include
6 the following: lawsuit filing fee of \$454.22, PAGA initial filing fees of \$75.00, a mediation fee
7 of \$2,025.00 (for Plaintiff's portion of the mediation); expert data analysis fee of \$1900.00, and
8 miscellaneous court filing fees associated with this approval motion of \$102.75. All of these costs
9 are documented and reasonably incurred.. *See* Messrelian Decl., ¶26.

10 **VI. NO ADMISSION OF LIABILITY OR WRONGDOING**

11 The payment of consideration or any other obligation are not and shall not be construed
12 in any way as an admission of wrongdoing or liability on the part of Defendant, or any other
13 person or business entity. Defendant adamantly denies all allegations of wrongdoing arising out
14 of the employment relationship between the Parties and the PAGA Members. The Parties intend
15 merely to avoid the expense, delay, uncertainty and burden of continued litigation. *See*
16 Messrelian Decl., **Exhibit 1** at ¶10.1.

17 **VII. PAGA SETTLEMENT ADMINISTRATION**

18 The Parties agree to use PHOENIX SETTLEMENT ADMINISTRATORS to handle the
19 administration of this Settlement. *See* Messrelian Decl., **Exhibit 1** at ¶1.2.

20 The Settlement Administrator will be responsible for establishing a qualified settlement
21 fund ("QSF") and issuing payments and appropriate tax forms to PAGA Members, the LWDA,
22 and Plaintiff's Counsel. The Settlement Administration Costs will be paid from the Gross PAGA
23 Settlement Amount. *See* Messrelian Decl., **Exhibit 1** at ¶1.3; 7.3.

24 Pursuant to the terms of the Settlement Agreement, the Parties are hereby presenting the
25 Settlement Agreement to the Court and requesting that the Court issue an order and judgment of
26 Settlement Approval, approving and incorporating by reference the terms and conditions of the
27 Settlement Agreement to the extent necessary to effectuate this Settlement Agreement.

28 Plaintiff's Counsel is responsible for complying with all requirements of the PAGA

1 governing notice to the LWDA of settlement and/or judgment. Specifically, Plaintiff's Counsel
2 has provided a copy of the Settlement Agreement to the LWDA at the same time that it was
3 submitted to the Court and will further provide a copy of the Court's Order and Judgment to the
4 LWDA within ten (10) calendar days after entry of said judgment or order as required by Labor
5 Code sections 2699(1)(2)-(3). See Messrelan Decl., ¶28 and **Exhibit 2**.

6 Pursuant to the Settlement Agreement, the following outlines the procedure for funding
7 and distribution of the PAGA settlement funds in this matter.

8
9 Aggrieved Employee Data. Within [21] days of the Effective Date, Samaritana
10 Defendants will simultaneously deliver the Aggrieved Employee Data to the
11 Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved
12 Employee' privacy rights, the Administrator must maintain the Aggrieved
13 Employee Data in confidence, use the Aggrieved Employee Data only for
14 purposes of this Settlement and for no other purpose, and restrict access to the
15 Aggrieved Employee Data to Administrator employees who need access to the
16 Aggrieved Employee Data to effect and perform under this Agreement.
17 Samaritana Defendants has a continuing duty to immediately notify PAGA
18 Counsel if it discovers that the Aggrieved Employee Data omitted employee
19 identifying information and to provide corrected or updated Aggrieved Employee
20 Data as soon as reasonably feasible. Without any extension of the deadline by
21 which Samaritana Defendants must send the Aggrieved Employee Data to the
22 Administrator, the Parties and their counsel will expeditiously use best efforts, in
23 good faith, to reconstruct or otherwise resolve any issues related to missing or
24 omitted Aggrieved Employee Data.

25 Funding of Gross Settlement Amount. Samaritana Defendants shall fully fund
26 the Plaintiff non-PAGA Payment by paying Plaintiff directly no later than [21]
27 days after the Effective Date. Samaritana Defendants shall fully fund the
28 PAGA Settlement Amount by transmitting the funds to the Administrator no
later than [21] days after the Effective Date.

Payments from the PAGA Settlement Amount. Within [14] days after
Samaritana Defendants funds the PAGA Settlement Amount, the Administrator
will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment,
the Administration Expenses Payment, the PAGA Counsel Expenses Payment.
Disbursement of the PAGA Counsel Litigation Expenses Payment shall not
precede disbursement of Individual PAGA Payments.

The Administrator will issue checks for the Individual PAGA Payments and
send them to the Aggrieved Employees via First Class U.S. Mail, postage
prepaid. The face of each check shall prominently state the date (not less
than 180 days after the date of mailing) when the check will be voided. The

1 Administrator will cancel all checks not cashed by the void date. Before
mailing any checks, the Settlement

2 Administrator must update the recipients' mailing addresses using the
3 National Change of Address Database.

4 The Administrator must conduct an Aggrieved Employee Address Search for
5 all Aggrieved Employees whose checks are returned undelivered without
6 USPS forwarding address. Within [7] days of receiving a returned check the
7 Administrator must re-mail checks to the USPS forwarding address provided
8 or to an address ascertained through the Aggrieved Employee Address
9 Search. The Administrator need not take further steps to deliver checks to
10 Aggrieved Employees whose re-mailed checks are returned as undelivered.
11 The Administrator shall promptly send a replacement check to any Aggrieved
12 Employee whose original check was lost or misplaced, requested by the
13 Aggrieved Employee prior to the void date.

14 For any Aggrieved Employee whose Individual PAGA Payment check is
15 uncashed and cancelled after the void date, the Administrator shall transmit
16 the funds represented by such checks to the California Controller's Unclaimed
17 Property Fund in the name of the Aggrieved Employee.

18 The payment of Individual PAGA Payments shall not obligate Samaritana
19 Defendants to confer any additional benefits or make any additional payments
20 to the Aggrieved Employees (such as 401(k) contributions or bonuses)
21 beyond those specified in this Agreement.

22 See Messrelian Decl., **Exhibit 1** at ¶4.2 -4.4.

23 **VIII. CONCLUSION**

24 Plaintiff respectfully requests that the Court grant this Motion.

25 Respectfully Submitted,

26 MESSRELIAN LAW INC.

27 DATED: December 20, 2023

28 By 
HAROUT MESSRELIAN, ESQ.
Attorneys for Plaintiff



Court Reservation Receipt

Reservation

Reservation ID:
112665401820

Status:
RESERVED

Reservation Type:
Motion for Order (Approving PAGA Settlement)

Number of Motions:
1

Case Number:
22STCV34375

Case Title:
IRENE RIOS vs SAMARITANA MEDICAL CLINIC INC., et al.

Filing Party:
Irene Rios (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 48

Date/Time:
January 16th 2024, 8:30AM

Confirmation Code:
CR-PJYUKM4EN4DCE5HAW

Fees

Description	Fee	Qty	Amount
Reschedule Fee	20.00	1	20.00
Credit Card Percentage Fee (2.75%)	0.55	1	0.55
TOTAL			\$20.55

Payment

Amount:
\$20.55

Type:
Visa

Account Number:
XXXX7690

Authorization:
003348

Payment Date:
2023-11-22

[◀ Back to Main](#)

 Print Page