

1 Joseph Lavi, Esq. (State Bar No. 209776)
jlavi@lelawfirm.com
2 Jordan D. Bello, Esq. (State Bar No. 243190)
jbello@lelawfirm.com
3 **LAVI & EBRAHIMIAN, LLP**
8889 W. Olympic Blvd., Suite 200
4 Beverly Hills, California 90211
Telephone: (310) 432-0000
5 Facsimile: (310) 432-0001

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 15 2018

Sherril R. Carter, Executive Officer/Clerk
By Anthony He, Deputy

6 Sahag Majarian II, Esq. (State Bar No. 146621)
sahagii@aol.com
7 **Law Offices of Sahag Majarian II**
18250 Ventura Boulevard
8 Tarzana, California 91356
Telephone: (818) 609-0807
9 Facsimile: (818) 609-0892

10 Attorneys for PLAINTIFF
MARTIN ALARCON on behalf of himself and others
11 aggrieved.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**
14

15 MARTIN ALARCON on behalf of himself and
16 others aggrieved.

17 PLAINTIFF,

18 vs.
19

20 WINDSOR TERRACE HEALTHCARE, LLC, a
California limited liability company; S&F
21 MANAGEMENT COMPANY, INC., a
California corporation; S&F MANAGEMENT
22 COMPANY, LLC, a California limited liability
company; WINDSOR HEALTHCARE
23 MANAGEMENT, INC., a California
corporation; 13000 VICTORY BLVD., LLC, a
24 California limited liability company;
BLYTHE/WINDSOR COUNTRY PARK
25 HEALTHCARE CENTER, LLC, a California
limited liability company; S&F MARKET
26 STREET HEALTHCARE, LLC, a California
limited liability company; SANDHURST
27 CONVALESCENT GROUP, LTD., a California
Limited Partnership; WINDSOR CARE
28 CENTER NATIONAL CITY, INC., a California
corporation; WINDSOR CARE CENTER OF
PETALUMA, LLC, a California limited liability
company; WINDSOR CHEVIOT HILLS, LLC, a

Case No.: BC625345

Honorable Elizabeth Allen White, Dept. 48

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT OF 2004 SETTLEMENT**

Date: November 15, 2018

Time: 8:30 a.m.

Dept.: Department 48

Los Angeles Superior Court
111 North Hill Street
Los Angeles, CA 90012

1 California limited liability company; Windsor
2 Convalescent And Rehabilitation Center Of
3 Concord, LLC, a California limited liability
4 company; WINDSOR CONVALESCENT AND
5 REHABILITATION CENTER OF FREMONT,
6 LLC, a California limited liability company;
7 Windsor Convalescent And Rehabilitation Center
8 Of Salinas, LLC, a California limited liability
9 company; WINDSOR COUNTRY DRIVE
10 CARE CENTER, LLC, a California limited
11 liability company; Windsor El Camino Care
12 Center, LLC, a California limited liability
13 company; WINDSOR ELK GROVE CARE AND
14 REHABILITATION, LLC, a California limited
15 liability company; WINDSOR ELMHAVEN
16 CARE CENTER, LLC, a California limited
17 liability company; WINDSOR GARDENS
18 CONVALESCENT HOSPITAL, INC., a
19 California corporation; WINDSOR GARDENS
20 HEALTHCARE CENTER OF FULLERTON,
21 LLC, a California limited liability company;
22 WINDSOR GARDENS HEALTHCARE
23 CENTER OF HAYWARD, LLC, a California
24 limited liability company; Windsor Hampton
25 Care Center, LLC, a California limited liability
26 company; WINDSOR HAYWARD ESTATES,
27 LLC, a California limited liability company;
28 WINDSOR HEALTHCARE GOLDEN PALMS,
LLC, a California limited liability company;
WINDSOR MONTEREY CARE CENTER,
LLC, a California limited liability company;
WINDSOR ROSEWOOD CARE CENTER,
LLC, a California limited liability company;
WINDSOR SACRAMENTO ESTATES, LLC, a
California limited liability company; WINDSOR
SKYLINE CARE CENTER, LLC, a California
limited liability company; WINDSOR THE
RIDGE REHABILITATION CENTER, LLC, a
California limited liability company; WINDSOR
TWIN PALMS HEALTHCARE CENTER, LLC,
a California limited liability company;
WINDSOR VALLEJO CARE CENTER, LLC, a
California limited liability company; WINDSOR
WESTLAKE HEALTHCARE, LLC, a California
limited liability company; and DOES 1 to 100,
Inclusive.

DEFENDANTS.

1 The Court, having reviewed and considered Plaintiff Martin Alarcon's ("Plaintiff") Motion
2 for Approval of the PAGA Settlement and all documents submitted in support of the motion,
3 HEREBY ORDERS AS FOLLOWS:

4 1. The proposed PAGA settlement is approved.

5 2. The Labor Workforce Development Agency ("LWDA") shall be paid \$35,632.23
6 which represents 75 percent of the PAGA Fund remaining after deduction of: (1) \$75,996.86 in
7 payments already made directly to employees in exchange for their general release ("Direct
8 Payments"); (2) \$64,993.50 in attorney's fees and costs; (3) the \$1,500 representative enhancement
9 payment; and (4) \$5,000 in settlement administration costs, from the total settlement consideration of
10 \$195,000.00.

11 3. Twenty-five percent of the PAGA Fund, approximately \$11,877.41, shall be
12 distributed to current and former non-exempt employees of Defendant Windsor Terrace Healthcare,
13 LLC, who worked any time during the June 29, 2015 through November 15, 2018 ("the PAGA
14 Period"), and did not receive a Direct Payment, pro rata based on the number of pay periods they
15 worked during the PAGA Period compared to the number of pay periods worked by all current and
16 former non-exempt employees of Defendant Windsor Terrace Healthcare, LLC, who worked any
17 time during the PAGA Period and did not receive a Direct Payment.

18 4. Plaintiff's Counsel, Lavi & Ebrahimian, LLP and the Law Offices of Sahag Majarian
19 II, shall be paid \$64,993.50 in attorney's fees and costs.

20 5. Plaintiff Martin Alarcon shall receive a representative enhancement payment of
21 \$1,500 for his service to the beneficiaries of the settlement and risks assumed in bringing the
22 litigation.

23 6. The settlement administrator shall be paid \$5,750 for performance of settlement
24 administration services. Plaintiff's Counsel has agreed that \$750 of this amount shall come from the
25 attorneys' fees and costs provided to Plaintiff's Counsel from this settlement.

26 7. Within 30 days after the Court approves the PAGA Settlement, Defendant will provide
27 the administrator with a list of the non-exempt employees of Defendant Windsor Terrace Healthcare,
28 LLC who worked any time who worked any time during the PAGA Period and did not receive a

1 Direct Payment. Within five (5) business days after Windsor Terrace provides the settlement payment
2 to the Settlement Administrator, the administrator will disburse the enhancement award, settlement
3 administration costs, Plaintiff's Counsel's payment and payment of the PAGA Fund. The notice will
4 be provided to the aggrieved employees did not accept a Direct Payment and will be included with
5 their checks.

6 8. All settlement checks will remain valid for 180 days after which the checks will be
7 voided and will be provided to the State of California Department of Industrial Relations, Unclaimed
8 Wages Fund, in the individual's name.

9 9. Plaintiff and each non-exempt employee who worked for Windsor Terrace Healthcare,
10 LLC any time from June 29, 2018 through November 29, 2018 fully release Windsor Terrace
11 Healthcare, LLC and its present, former and future controlling persons, parents, affiliates, business,
12 partners, subsidiaries, successors-in-interest, benefit plans sponsored by such companies,
13 shareholders, owners, officers, directors, principals, employees, agents, attorneys, insurers, managers,
14 trustees, fiduciaries, representatives, divisions, predecessors, successors, and assigns from all
15 Released Claims during the PAGA Period as defined by Section 6.1 of the settlement agreement.

16 10. Within 10 business days of the Court's Order approving the PAGA Settlement,
17 Plaintiff shall file a request for dismissal without prejudice for all defendants named in the action
18 other than Windsor Terrace Healthcare, LLC with all parties to assume their own costs and fees except
19 as provided for by this order and the settlement agreement.

20 11. An OSC re dismissal is set in this department for 7/8/19, ~~2018~~
21 at 8:30 a.m.

22
23
24 Dated: 11/15/18

Elizabeth Allen White
Honorable Elizabeth Allen White, Dept. 48
Los Angeles Superior Court Judge

2 **PROOF OF SERVICE**

3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 I am an employee in the County of Los Angeles, State of California. I am over the age of 18
5 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Beverly Hills,
6 California 90211.

7 On October 22, 2016, I served the foregoing document, described as: "[PROPOSED]
8 **ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE**
9 **ATTORNEYS GENERAL ACT OF 2004 SETTLEMENT**" on all interested parties in this action
10 as follows:

11 Counsel for all Defendants: 12 Margaret Rosenthal, Esq. 13 Sabrina L. Shadi, Esq. 14 Shareef Farag, Esq. 15 Varian S. Madoyan, Esq. 16 BAKER & HOSTETLER, LLP 17 11601 Wilshire Blvd., Suite 1400 18 Los Angeles, CA 90025-0509	
--	--

19 ☐ **(BY MAIL)** As follows:

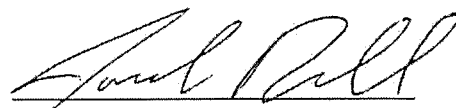
20 I placed such envelope, with postage thereon prepaid, in the United States mail at Los
21 Angeles, California. I am "readily familiar" with the firm's practice of collecting and
22 processing correspondence for mailing. Under that practice, it would be deposited with the
23 U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles,
24 California, in the ordinary course of business. I am aware that, on motion of the party served,
25 service is presumed invalid if the postal cancellation or postage meter date is more than one
26 day after the date of deposit for mailing in this affidavit.

27 ☒ **(BY ELECTRONIC MAIL)** I sent such document via electronic service through Case
28 Anywhere.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the attorney
at the offices listed above.

I declare under penalty of perjury under the laws of the State of California that the
aforementioned service information is true and correct.

Date: October 22, 2018


Jordan D. Bello