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Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Enzo Nabiev (SBN 332118)
E-mail: enabiev@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Priscilla Cano

FILED
Superior Court of California
County of Los Angeles

03/27/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

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

PRISCILLA CANO, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

VIA CARE COMMUNITY HEALTH CENTER,
a California corporation; and DOES 1 through
10, inclusive,

Defendants

Case No.: 22STCV33258

**~~[PROPOSED]~~ JUDGMENT GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS PURSUANT
TO LABOR CODE SECTIONS 2698 *ET*
SEQ.**

Complaint Filed: October 11, 2022
Trial Date: Not Yet Set

**~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS PURSUANT TO LABOR
CODE SECTIONS 2698 *ET* SEQ.**

ORDER

The Court having considered Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement Agreement and Release of PAGA Claims ("Motion"), the supporting declaration and exhibits thereto, all papers filed and proceedings had herein, and the absence of any written objections received regarding the proposed Settlement, and having reviewed the record in the Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set forth in the PAGA Representative Action Settlement Agreement and Release of PAGA Claims attached as Exhibit "A" to the Declaration of Kane Moon (the "Settlement").

2. The Court finds that it has jurisdiction over the subject matter of the action and over all Parties to the action, including all PAGA Settlement Members;

3. The Court finds that Plaintiff has properly exhausted his administrative remedies to proceed with this Action;

4. The Court finds that Plaintiff submitted the Proposed Settlement Agreement and Release of PAGA Claims to the California Labor Workforce Development Agency ("LWDA") on October 24, 2023, thereby satisfying the administrative requirements for seeking approval of the Settlement;

5. The Court has considered all relevant factors for determining the fairness of the Settlement, and has concluded that all such factors weigh in favor of approving the Settlement. In particular, the Court finds that the Settlement was reached following meaningful discovery conducted by Plaintiff; that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiff's PAGA claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the

1 experience and views of counsel. The Parties have provided the Court with sufficient
2 information about the nature and magnitude of the claims being settled, as well as the
3 impediments to recovery, to make an independent assessment of the reasonableness of the terms
4 to which the Parties have agreed;

5 6. Accordingly, the Settlement is hereby accepted and approved;

6 7. Plaintiff and all PAGA Settlement Members shall have, by operation of this Final
7 Order and Judgment, fully, finally, and forever released, relinquished, and discharged the
8 Released Parties from all Released Claims as follows:

9 **“Released Claims”** shall mean a
10 All Aggrieved Employees are deemed to release, on behalf of themselves
11 and their respective former and present representatives, agents, attorneys,
12 heirs, administrators, successors, and assigns, the Released Parties from all
13 claims for PAGA penalties that were alleged, or reasonably could have been
alleged, based on the PAGA Period facts stated in the Operative Complaint
and the PAGA Notice and amended PAGA notice.

14 **“Released Parties”** shall mean Via Care Community Health and each of its
15 former and present directors, officers, shareholders, owners, members,
16 attorneys, insurers, predecessors, successors, assigns, subsidiaries,
affiliates.

17 8. This Judgment shall be binding on all PAGA Settlement Members and the State
18 of California, who are hereby barred by the doctrine of res judicata from re-litigating the
19 Released PAGA Claims that accrued during the PAGA Period.

20 9. The Parties shall bear their own respective attorneys’ fees and costs, except as
21 otherwise provided for in the Settlement and approved by the Court.

22 10. “PAGA Period” shall mean October 11, 2021 through August 24, 2023.

23 11. The Settlement is not an admission by Defendant as defined below, nor is this
24 Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
25 this Order, the Settlement, nor any document referred to herein, nor any action taken to carry
26 out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession,
27 or liability whatsoever by or against Defendant.

12. The Settlement Administrator will pay the PAGA Members, Plaintiff's counsel, the Labor and Workforce Development Agency ("LWDA"), and the Settlement Administrator pursuant to the terms of the Settlement:

- a. Actual administration costs of up to \$3,950.00, payable to Phoenix Settlement Administrators for the administration of the Settlement;
- b. Attorneys' fees to Plaintiff's Counsel in the amount of \$80,833.33 (33 1/3%);
- c. Reimbursement for actual costs incurred by Plaintiff's Counsel in the amount of \$15,097.02 and
- d. The remaining amount to the PAGA Fund, which shall be allocated as set forth in Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25% to the PAGA Settlement Members on a pro-rata share based on the proportional number of pay periods worked by each PAGA Settlement Member during the PAGA Period, as provided for in the Settlement.

13. The Court finds that these amounts and the distribution formula as set forth in the Settlement is fair, adequate, and reasonable, and orders that payment be made to the LWDA and the PAGA Settlement Members in accordance with the terms of the Settlement.

14. PAGA Settlement Members shall have 180 calendar days after the date the PAGA Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's check is not cashed within that period, the settlement payment check will be voided and a stop-payment will be issued. Neither Defendant, Defendant's Counsel, Plaintiff, nor PAGA Counsel will have any liability for lost or stolen settlement payment checks, forged signatures on settlement payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a settlement payment check within the 180-day period. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be transmitted to California State Controller's Office for Unclaimed Property in the name of each Aggrieved Employee who failed to cash their Individual PAGA Payment prior to the void date.

15. “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order approving the PAGA Settlement; and (b) the
Judgment is final. The Judgment is final as of the day the Court enters Judgment.

16. Within fourteen (14) days of approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Settlement Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement

17. Within seven (7) days after the Settlement Administrator receives the PAGA Settlement Member list, the Settlement Administrator will provide to PAGA Counsel and Defendant's Counsel a Proceeds List reflecting the Individual PAGA Payment amount for each Aggrieved Employee ("Proceeds List"). The Proceeds List provided to PAGA counsel will not include the Aggrieved Employees' names, social security numbers, or contact information.

18. Defendant shall fund the Gross Settlement Amount including the court-approved PAGA Counsel's Attorneys Fees and Costs, Settlement Administration Costs, LWDA Payment, and the PAGA Aggrieved Employee Payment within fourteen (14) days after the Effective Date

19. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment.

20. The Court hereby confirms Kane Moon and Enzo Nabiev of Moon Law Group, PC as PAGA counsel.

21. The Court finds that the fees requested by Plaintiff's counsel of \$80,833.33 (33 1/3%) of the total settlement amount is reasonable, and the costs requested of up to \$17,000.00 were reasonable and necessary for the prosecution of this action. The Court hereby awards attorney's fees in the amount of \$80,833.33 and costs in the amount of \$15,097.02 to Plaintiff's counsel for their attorneys' costs. The payment of fees and costs to Plaintiff's counsel shall be made in accordance with the terms of the Settlement.

22. The Court approves Phoenix Settlement Administrators as the Settlement Administrator.

23. The Court approves of the proposed letter attached to the Settlement, Exhibit A, to be sent to PAGA Members along with their respective settlement check.

24. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten (10) calendar days after entry of the Order and Judgment.

25. Without affecting the finality of the Order and Judgment, this Court shall retain jurisdiction, pursuant to California Code of Civil Procedure section 664.6, over this action, the Parties, and the PAGA Settlement Members to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of the Settlement and this Order and Judgment.

26. The Court sets a status conference re: final accounting for September 26, 2024. By September 16, 2024, Plaintiff shall submit a final report including the actual amounts paid to aggrieved employees, the other amounts distributed under the settlement, and the amounts tendered to the Unclaimed Property Division.

IT IS SO ORDERED AND ADJUDGED.

Dated: 03/27/2024



By:

Elihu M. Berle

Honorable Elihu Berle
Judge of the Superior Court
Elihu M. Berle / Judge

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

**[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF’S MOTION TO
APPROVE SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS
PURSUANT TO LABOR CODE SECTIONS 2698 ET SEQ.**

Michael Lehman
Deborah Reisdorph
TYSON & MENDES
5200 North Palm Avenue, Suite 311
Fresno, CA 93704
mlehman@tysonmendes.com
dreisdorph@tysonmendes.com

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

Signature