

Electronically Received 03/25/2025 05:24 PM

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12 Attorneys for PLAINTIFF VIRGINIA MOLINA,
13 on behalf of herself and other aggrieved employees

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

VIRGINIA MOLINA, on behalf of herself and
other aggrieved employees,

Plaintiff,

vs.

INDUSTRY CONVALESCENT HOSPITAL
dba EL ENCANTO HEALTHCARE; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 22STCV38572

PAGA ACTION

[Assigned for All Purposes to:
Hon. ~~Kenneth R. Freeman~~, Dept. ~~14~~
Timothy Patrick Dillon 15

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF A PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND JUDGMENT
THEREON**

[Filed concurrently with the Notice of Motion
and Motion for Approval of Private Attorneys
General Act Settlement; Declaration of
Alexander Aroeste in Support Thereof;
Declaration of Denise Islas of Simpluris, Inc. in
Support of Plaintiff's Motion for Approval of Private
Attorneys General Act Settlement; Declaration of
Virginia Molina in Support of Plaintiff's Motion for
Approval of Private Attorneys General Act
Settlement]

Hearing Information:

Date: July 23, 2025

Time: 11:00 AM

Dept.: ~~14~~ 15

1 The Court, having reviewed and considered Plaintiff Virginia’s Molina (“Plaintiff”) Motion
2 for Approval of the Private Attorneys General Act (“PAGA”) Settlement and all documents submitted
3 in support of the motion, **HEREBY ORDERS AND ENTERS JUDGMENT AS FOLLOWS:**

4 1. The Court hereby grants Plaintiff’s Motion for Approval of PAGA Settlement. For
5 purposes of this Final Order and Judgment (“Order”), the Court adopts all defined terms as used in
6 the Settlement Agreement. A copy of the Settlement Agreement is attached as **Exhibit 1** to the
7 Declaration of Alexander Aroeste in Support of Plaintiff’s Motion for Approval of PAGA Settlement
8 and is made part of this Order.

9 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Aggrieved
10 Employees, and Defendant. The Aggrieved Employees consist of all current and former hourly non-
11 exempt employees who worked in California for Defendant at any time from December 13, 2021,
12 through August 13, 2024 (“PAGA Pay Period”).

13 3. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code
14 section 2699, *et seq.*, the Court approves the Settlement and finds that it is fair and reasonable and provides
15 genuine and meaningful relief consistent with the underlying purpose of PAGA to benefit the public.

16 4. The Court finds that notice of the Settlement was provided to the Labor and Workforce
17 Development Agency (“LWDA”), as required by Labor Code § 2699(1)(2).

18 5. The Court approves the terms set forth in the Settlement Agreement and finds that the
19 Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to
20 effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
21 Agreement has been reached as a result of informed and non-collusive arm’s-length negotiations.
22 The Court further finds that the Parties were able to reasonably evaluate their respective positions.
23 The Court also finds that settlement now will avoid additional and potentially substantial litigation
24 costs, as well as delay and risks if the Parties were to continue to litigate the case.

25 6. The Settlement Agreement is not an admission by Defendant or by any other of the
26 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing
27 by any Defendant or any other Released Parties. Neither this Order, the Settlement Agreement, nor
28 any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be

1 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
2 liability whatsoever by or against Defendant or any of the other Released Parties.

3 7. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to
4 the Administrator within forty (40) days after the Effective Date of the Settlement.

5 8. The entire Net Settlement Amount (the remainder of the Settlement Amount after
6 deducting Plaintiff's counsel's fees (\$53,333.33) and costs (not to exceed \$16,000.00), the costs of
7 administration (not to exceed \$4,000.00), and the service award to Plaintiff (\$5,000.00) from the
8 \$160,000.00 (Settlement Sum) shall be allocated for payment of civil penalties and shall be distributed
9 75% (\$61,250.00) to the LWDA and 25% (\$20,416.67) to the Aggrieved Employees.

10 9. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
11 based on the number of pay periods worked by each Aggrieved Employee for Defendant during the
12 PAGA Period, according to the terms of the Settlement Agreement. "Aggrieved Employee" means
13 all current and former hourly non-exempt employees who worked in California for Defendant during
14 the PAGA Period. "PAGA Period" means the period from December 13, 2021, through August 13,
15 2024.

16 10. To the extent that there is any remainder in the Net Settlement Amount, such remainder
17 shall be distributed to Aggrieved Employees pro rata based on the number of pay periods worked by
18 each Aggrieved Employee for Defendant during the PAGA Period.

19 11. The Settlement Administrator shall distribute funds pursuant to the procedure
20 described in the Settlement Agreement.

21 12. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel.

22 13. The Court hereby confirms Simpluris, Inc. as the Settlement Administrator and
23 confirms that costs in the amount of no more than \$4,000.00 for administration of the settlement are
24 reasonable.

25 14. The Court hereby awards to PAGA Counsel attorneys' fees in the amount of 1/3 of the
26 Settlement Amount, which is \$53,333.33 in attorneys' fees and attorneys' costs of \$16,000.00. The
27 payment of fees and costs to PAGA Counsel shall be made in accordance with the terms of the
28 Settlement.

15. The Court hereby approves a service award of \$5,000.00 to the named Plaintiff.

16. All settlement checks will remain valid for 180 days after which the checks shall become null and void, and any monies remaining in the distribution account shall be tendered to the California State Controller's Office for Unclaimed Property in the name of the PAGA Group Member, so that the Aggrieved Employees will have an opportunity to claim their payments from the State Controller's Office after the expiration of the settlement checks.

17. The Court approves the Notice of PAGA Settlement attached as **Exhibit A** to the Settlement Agreement.

18. The Court further orders, adjudges and decrees that upon Approval by the Court of this Settlement and Defendant's full funding of the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims arising at any time during the PAGA Period, that are or were asserted in the Action, or that are based upon, related to, or arise in any way from the facts set forth in the Action, wage and hour claims which were or reasonably could have been alleged in the complaint including but not limited claims for minimum wages, overtime wages, meal and rest period penalties, unpaid wages, Labor Code section 203 (waiting time penalties), Labor Code Section 226 (wage statements), claims brought under Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, et seq. and the applicable IWC Wage Orders and all PAGA claims exhausted per Plaintiff's letter to the LWDA.

19. The Settlement Administrator shall file a final report by 07/22/2026, indicating the total amount paid to the LWDA and the Aggrieved Employees and confirming that uncashed funds have been distributed. A Non-Appearence Case Review is set for 07/24/2026.

20. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the Settlement and all order and judgment entered in connection therewith.

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Dated: 07/23/2025

 
~~Hon. Kenneth R. Freeman~~
Los Angeles County Superior Court Judge
Timothy Patrick Dillon/Judge