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

12 TYKIAH TORRES,

13 Plaintiff,

14 vs.

15 JSI ACQUISITION, INC.; JONATHAN
16 ISTRIN; and DOES 1 to 25, inclusive,

17 Defendants.

Case No.: 23STCV06790

**[PROPOSED] ORDER AND JUDGMENT
GRANTING UNOPPOSED MOTION FOR
APPROVAL OF SETTLEMENT
AGREEMENT AND RELEASE OF PAGA
CLAIMS PURSUANT TO LABOR CODE
SECTIONS 2698 ET SEQ.**

Action filed: 3/28/23

Date: 4/17/25

Time: 8:30am

Dept: 20

Reservation ID:
549685860664

Department: 20, Hon. Kevin C.
Brazile

Submitted Herewith Under Separate Cover:

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

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[PROPOSED] ORDER AND JUDGMENT

Pursuant to Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 (“PAGA”), the Motion of Plaintiff Tykiah Torres (“Plaintiff”) for Approval of the PAGA Settlement Agreement (“Settlement”) that before this Court on April 17, 2025..

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 pursuant to Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff’s Complaint and the letter to the Labor Workforce and Development Agency (“LWDA”) dated January 10, 2023 (the “LWDA Letter”), on behalf of all current and former non-exempt self-directed respite care employees of Defendant JSI Acquisition, Inc. (“JSI”) from January 22, 2022 to September 30, 2024, inclusive (“Aggrieved Employees”).

Pursuant to the 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, including the proposed PAGA penalties, pursuant to 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 Settlement, including the definitions applicable to the Settlement are incorporated by reference into this Order and Judgment.

2. The Court finds the instant Action presents a good faith dispute of the claims alleged;

3. The Court finds in favor of settlement approval, and therefore approves the Settlement of the above-captioned action, as set forth in the Settlement and each of the releases and other terms, as fair, just, reasonable, and adequate;

4. The Court further finds that Plaintiff, the State of California, and 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

1 Released Parties from all claims for PAGA penalties that were alleged, or reasonably
2 could have been alleged, based on the facts stated in the Operative Complaint and the
3 PAGA Notice concerning alleged violations of the California Labor Code and the
4 California Industrial Welfare Commission Wage Orders during the PAGA Period for
5 alleged: failure to pay minimum, regular, overtime and double time wages, failure to
6 provide meal periods, failure to authorize and permit rest periods, failure to pay all
7 wages during employment, failure to pay all wages at the time of separation, failure to
8 furnish accurate itemized wage statements, failure reimburse necessary business
9 expenditures incurred in discharge of duties, in violation of Labor Code sections 201,
10 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2,
11 1197, 1197.1, 1198, 2800, and 2802; and d Industrial Welfare Commission Wage Order
12 Nos. 4, 5 & 15, or claims that could reasonably have been asserted based on the facts alleged
13 or that could have been alleged in the Action and/or the PAGA Notice submitted by Plaintiff
14 to the LWDA.
15

16 5. The Court finds further that the foregoing release shall be binding on Plaintiff, the
17 Aggrieved Employees, and the State of California and shall bar any claim under PAGA brought by any
18 person, including the Aggrieved Employees, on behalf of the State of California, as to the Released
19 PAGA Claims and Released Parties. Upon entry of this Order and Judgment, the Court permanently
20 enjoins and forever bars Plaintiff, the State of California, and the Aggrieved Employees from instituting
21 or prosecuting any claims against Defendants or the other Released Parties that were resolved as part of
22 the Settlement and/or pursuant to this Order. Furthermore, no individualized notice of entry of this Order
23 and Judgment is required to be provided to the Aggrieved Employees.
24

25 6. The Parties are directed to comply with all terms of the Settlement , and JSI is directed
26 to make all payments required by the Settlement ;

27 7. Pursuant to the Settlement, within 30 days after the Effective Date, JSI agrees to pay an
28 all-in gross amount of Two Hundred Five Thousand Dollars and Zero Cents (\$205,000.00) (the “Gross

1 Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and
2 Aggrieved Employees, Attorney's Fees and Costs, and PAGA settlement administration costs. No
3 portion of the Gross Settlement Amount will revert to Defendants. Plaintiff's Counsel requests an award
4 of attorney's fees of Sixty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
5 (\$68,333.33); and costs of Twelve Thousand Nine-Hundred and Eight Dollars and Twenty-Six Cents
6 (\$12,908.26). The settlement administrator, Phoenix Settlement Administrators ("Phoenix") requests
7 administration costs of Five Thousand Four-Hundred Dollars and Zero Cents (\$5,400.00). Defendants
8 do not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and
9 adequate, and approves each of these payments, and directs the Settlement Administrator to make the
10 above payments to payments from the Gross Settlement Amount as follows:

- 11 a. \$68,333.33 in attorney's fees to Messrelian Law Inc.;
- 12 b. \$12,908.26 in costs to Messrelian Law Inc.;
- 13 c. \$5,400.00 in administration costs to Phoenix Settlement Administrators;
- 14 d. After deducting the foregoing payments, the estimated remainder of approximately
15 \$118,358.41 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code
16 section 2699(i), the NSA will then be distributed 75 percent (\$88,768.81) to the LWDA,
17 and the remaining 25 percent (\$29,589.60) to the Aggrieved Employees on a *pro rata* basis,
18 as set forth in the Settlement. The Court approves these payments, and directs the
19 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the
20 Notice of PAGA Settlement, as set forth in the Settlement, and to otherwise carry out its
21 duties as set forth in the Settlement; and

22 8. To protect Aggrieved Employees' privacy rights, Phoenix Settlement Administrators
23 must maintain the Aggrieved Employee Data and all data in it in confidence, use the list and data only
24 for purposes of this Settlement and for no other purpose, and restrict access to the list and data to Phoenix
25 Settlement Administrators employees who need access to the list and data to perform their duties
26 pursuant to this Settlement.

27 9. Neither the Settlement nor any of the terms set forth in the Settlement is an
28 admission by Defendants, or any of the other Released Parties, nor is this Order and Judgment
a finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or
any of the other Released Parties. Neither this Order and Judgment, the Settlement, nor any
document referred to herein, nor any action taken to carry out the Settlement, may be construed

1 as, or may be used as, an admission by or against Defendants, or any of the other Released
2 Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of
3 the Settlement, and any negotiations or proceedings related thereto, shall not in any event be
4 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
5 or defenses by Defendants, or any of the other Released Parties, and shall not be offered in
6 evidence in any action or proceeding in any court, administrative agency or other tribunal for
7 any purpose whatsoever other than to enforce the provisions of this Order and Judgment, the
8 Settlement, the Released PAGA Claims, or any related agreement or release. Notwithstanding
9 these restrictions, any of the Released Parties may file in the Action, or submit in any other
10 proceeding, the Order and Judgment, the Settlement, and any other papers and records on file
11 in the Action as evidence of the Settlement to support a defense of *res judicata*, collateral
12 estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
13 Released PAGA Claims.
14

15 10. Without affecting the finality of this Judgment, the Court shall retain continuing
16 jurisdiction over this action and the parties, including the State of California, all Aggrieved
17 Employees, and over all matters pertaining to the implementation and enforcement of the terms
18 of the Settlement pursuant to California Rule of Court 3.769(h) and California Code of Civil
19 Procedure section 664.6. Except as provided to the contrary herein, any disputes or
20 controversies arising with or with respect to the interpretation, enforcement, or implementation
21 of the Settlement shall be presented to the Court.
22

23 11. The Court sets a compliance hearing for _____, at ____ a.m./p.m.
24 in Department 20 to confirm the full administration of the settlement. PAGA Counsel shall
25 submit a compliance report no later than five (5) court days before the date of the hearing.

26 12. Notice of this Order and Judgment shall be posted by the Settlement
27 Administrator, Phoenix, on its website for a period of at least sixty (45) days.
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IT IS SO ORDERED.

HON. KEVIN C. BRAZILE