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on behalf of the State of California and all other
similarly situated aggrieved employees

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

ARTURO CUADRAS, on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

LOS ANGELES REHABILITATION &
WELLNESS CENTRE, LP d/b/a "Country
Villa Rehabilitation Center," a California
limited partnership; and DOES 1 to 10,
inclusive,

Defendants.

PAGA-ONLY ACTION

Case No. 23STCV09959

**[PROPOSED] ORDER AND
JUDGMENT GRANTING APPROVAL
OF SETTLEMENT UNDER THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT**

Date: November 28, 2023
Time: 8:30 a.m.

Honorable Michael Small
Department 57

Action filed: May 4, 2023
Trial date: None Set

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF SETTLEMENT
UNDER THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**

This matter, having come before the Honorable Michael Small of the Superior Court of the State of California, in and for the County of Los Angeles, on November 28, 2023 at 8:30 a.m., with Gregg Lander of D.Law, Inc. ("Aggrieved Employees' Counsel") appearing as counsel for Representative Plaintiff Arturo Cuadras ("Representative Plaintiff"), individually and on behalf of the "Aggrieved Employees," and Janelle Thornton of Schor Vogelzang & Chung LLP appearing as counsel for Defendant Los Angeles Rehabilitation & Wellness Centre, LP, dba

1 “Country Villa Rehabilitation Center” (“Defendant”). The Court, having carefully considered the
2 briefs, argument of counsel, and all matters presented to the Court, and good cause appearing,
3 hereby **GRANTS** the Representative Plaintiff’s Motion for Approval of Representative Action
4 Settlement and **APPROVES** this Settlement under the California Labor Code Private Attorneys
5 General Act (“PAGA”) and specifically California Labor Code section 2699(1)(2).

6 **IT IS HEREBY ORDERED THAT:**

7 1. The Court finds that the terms of the PAGA Settlement Agreement and Release
8 (the “Settlement” or “Settlement Agreement”), attached as **Exhibit 1** to the Declaration of Gregg
9 Lander (“Lander Decl.”), are fair, reasonable, adequate, and in the best interests of the Aggrieved
10 Employees and the State of California, under California Labor Code section 2698, *et seq.*, to be
11 in the range of reasonableness of a PAGA settlement, and the Court grants approval of the
12 Settlement.

13 2. The Court finds that the Representative Plaintiff has satisfied the requirements of
14 California Labor Code section 2699.3 with respect to all settled PAGA claims and theories, and
15 that the Aggrieved Employees have at all times been adequately represented by the
16 Representative Plaintiff and Aggrieved Employees’ Counsel.

17 3. Under the terms of the Settlement Agreement, the Representative Plaintiff and all
18 Aggrieved Employees shall be bound by the releases set forth in the Settlement. Such Aggrieved
19 Employees, as defined by Paragraphs 3 and 11 of the Settlement Agreement, consist of all
20 hourly-paid non-exempt employees who worked for Defendant in the State of California from
21 February 28, 2022, to October 2, 2023. Except as to such rights or claims that may be created by
22 the Settlement, all the Aggrieved Employees are hereby forever barred and enjoined from
23 prosecuting or seeking to reopen the released claims, and any other claims released by the
24 Settlement, against Defendant’s Releasees, as defined in Paragraph 22(a) of the Settlement
25 Agreement, and as further clarified in Paragraph 22(b) of the Settlement Agreement.

26 4. Under the terms of the Settlement Agreement, Defendant will pay a total of
27 \$325,000 (“Gross Settlement Amount”) in two installments: (1) the first installment in the
28 amount of \$162,500 will be paid within 30 days of the date the Court enters an Order approving

the settlement; and (2) the second installment in the amount of \$162,500 to be paid on or before April 1, 2024. From the Gross Settlement Amount shall be deducted, as set forth below, the attorney's fees and costs, settlement administration costs, and Plaintiff's individual settlement and service award. The remaining balance is the Net Settlement Amount.

5. The Court has found that Aggrieved Employees' Counsel has adequately represented the Representative Plaintiff and the Aggrieved Employees and hereby ORDERS and AWARDS the requested Attorneys' Fees and Costs, in the amounts of \$108,333.33 and \$12,876.07, respectively, under the Settlement, to be paid from the Gross Settlement Amount.

6. The Court has found that the Representative Plaintiff has adequately represented the Aggrieved Employees and hereby ORDERS and AWARDS the requested Service Award and Individual Settlement Amount of \$15,000 to the Representative Plaintiff, under the Settlement, to be paid from the Gross Settlement Amount.

7. The Court also hereby ORDERS and AWARDS Rust Consulting, Inc., as the court-appointed Claims Administrator, reimbursement of claims administration fees and costs not to exceed \$9,000, to be paid from the Gross Settlement Amount. Any portion of this amount that is not charged and/or recovered by Rust Consulting, Inc., will be added to the Net Settlement Amount.

8. Out of the Net Settlement Amount, 25% shall be dispersed to the Aggrieved Employees and 75% shall be dispersed to the LWDA, in accordance with the terms of the Settlement.

9. The Court finds that Aggrieved Employees' Counsel submitted the Settlement Agreement to the LWDA in accordance with California Labor Code section 2699(1)(2). The Court hereby **APPROVES** this Settlement of PAGA claims under California Labor Code section 2699(1)(2), as to both the LWDA and the Aggrieved Employees. Accordingly, the state of California, by and through the LWDA, shall be bound by the releases set forth in the Settlement. In addition, all Aggrieved Employees attempting to stand in the shoes of the LWDA and/or the state of California to prosecute an action under PAGA or attempting to recover penalties from a PAGA action filed by any other person(s), shall be bound by the releases set forth in the

1 Settlement and shall be barred from prosecuting and/or participating in such PAGA action and/or
2 PAGA recovery.

3 10. The parties are hereby authorized, without needing further approval from the
4 Court, to agree to and adopt such amendments to, and modifications and expansions of, the
5 Settlement, as are in writing and signed by the parties' counsel and are consistent with this
6 Approval Order and Judgment.

7 11. Judgment is hereby entered in this PAGA action in accordance with the foregoing
8 Order and Judgment and the terms and conditions provided in the Settlement Agreement.

9 12. Under California Code of Civil Procedure section 664.6, this Court reserves
10 exclusive and continuing jurisdiction over this action for the purposes of supervising the
11 implementation, enforcement, construction, and interpretation of the Settlement Agreement,
12 supervising distribution of amounts paid under this Settlement.

13 **GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.**

14 Dated: _____

15 Honorable Michael Small
16 Judge of the Superior Court
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