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Attorneys for Plaintiff
DALIA DELGADO

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

DALIA DELGADO, on behalf of herself, and
all aggrieved employees,

Plaintiff,

v.

AVALON VILLA HEALTH CARE, LLC; and
DOES 1 through 100, inclusive,

Defendants.

Case No: 23STCV15615

*Assigned For All Purposes to the
Hon. Virginia Keeny*

REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
MOTIONS FOR AN ORDER APPROVING
SETTLEMENT OF PAGA ACTION AND
DISMISSING ACTION WITH PREJUDICE
AND FOR AN ORDER AWARDING
ATTORNEYS' FEES, COSTS,
ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION FEES**

Date: March 26, 2025

Time: 8:30 a.m.

Dept. 45

Trial Date: TBD

Complaint Filed: July 5, 2023

1 The Motions for an Order Approving Settlement of PAGA Action and Dismissing Action
2 with Prejudice, and for an Order Awarding Attorneys’ Fees and Costs, Enhancement Payment and
3 Settlement Administration Fees, filed by Dalia Delgado (“Plaintiff”) came on for hearing regularly
4 on March 26, 2025 in the above captioned Court, the Honorable Virginia Keeny presiding. All
5 Parties appeared by counsel of record. The above-captioned action (“Action”) is a Labor Code
6 Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, (“PAGA”), representative
7 action brought by Plaintiff against Avalon Villa Health Care, LLC (“Defendant”).

8 Having fully considered the motion papers filed, the Declarations of Robert Spencer, Raul
9 Perez, and Plaintiff Dalia Delgado, the Parties’ “Labor Code Private Attorneys General Settlement
10 Agreement” (“Settlement Agreement”), and the arguments of counsel, and with GOOD CAUSE
11 APPEARING, the Court hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

12 1. This Court has jurisdiction over the subject matter of the Action and over the Parties
13 to the Action.

14 2. The settlement was entered into in good faith, the settlement is fair, reasonable and
15 adequate under the circumstances, and Plaintiff, by and through her counsel, has satisfied the
16 standards and applicable requirements for approval of a settlement of a claim brought under
17 PAGA.

18 3. Plaintiff has provided the Labor and Workforce Development Agency (“LWDA”)
19 with the required notice as to the terms of the settlement and the LWDA has not objected to the
20 terms of the settlement.

21 4. All capitalized terms used herein shall have the same meaning as given to them in
22 the Settlement Agreement.

23 5. The Court approves the Parties’ selection of Simpluris, Inc. (“Simpluris”) as the
24 Settlement Administrator for this action.

25 6. Defendant shall fund the \$300,000 Settlement Amount by making payments to
26 Simpluris in accordance with the payment schedule set forth in the Settlement Agreement.

27 7. Pursuant to the terms of the Settlement Agreement, Labor Code § 2699(g)(1), and
28 the authorities, evidence, and arguments set forth in Plaintiff’s Motion for an Order Awarding

1 Attorneys' Fees, Costs, Enhancement Payment, and Settlement Administration Fees, an award of
2 attorneys' fees of \$100,000 and costs in the amount of \$14,162.99 as final payment for and
3 complete satisfaction of any and all attorneys' fees and costs owed to Plaintiff's Counsel is hereby
4 granted. The Court finds that Counsel's request falls within the range of reasonableness and that
5 the result achieved justifies the award. The payment of attorneys' fees and costs to Plaintiff's
6 Counsel shall be made in accordance with the terms of the Settlement Agreement.

7 8. The Court hereby approves the enhancement award to Plaintiff Delgado in the
8 amount of \$7,500. The payment of the enhancement award to Plaintiff Delgado shall be made in
9 accordance with the terms of the Settlement Agreement.

10 9. The Court approves the payment of up to \$4,000 from the Settlement Amount to
11 Simpluris, Inc. for settlement administration services in this matter. If actual administrative costs
12 are less than the parties' estimation, the difference will be included in the Net Settlement Amount.
13 The payment of the settlement administration fees awarded to Simpluris shall be made in
14 accordance with the terms of the Settlement Agreement.

15 10. The Court approves the settlement of the California Labor Code §§ 2698, *et seq.*
16 claims alleged in the Action. In accordance with California Labor Code section 2699(i), 75% of
17 the final Net Settlement Amount (*i.e.*, the \$300,000 Settlement Amount minus the amounts paid
18 for attorneys' fees and costs, Plaintiff's enhancement award, and the Settlement Administrator's
19 fees) shall be paid to the LWDA in accordance with the terms of the Settlement Agreement. The
20 remaining 25% of the Net Settlement Amount shall be distributed to the PAGA Group in
21 accordance with the terms of the Settlement Agreement.

22 11. The Court approves the form of notice to members of the PAGA Group attached to
23 the Settlement Agreement as Exhibit A and directs the Parties to ensure that notice is distributed
24 to the members of the PAGA Group along with the settlement checks to be sent to each member
25 of the PAGA Group, as calculated in accordance with the terms of the Settlement Agreement.

26 12. Each settlement check mailed to a member of the PAGA Group shall be valid for
27 180 days from the date of issuance in accordance with the Settlement Agreement. At the end of
28

1 that 180-day period, the monies represented by any PAGA Group member's uncashed Individual
2 Settlement Payment shall be remitted by Simpluris to the LWDA.

3 13. Upon entry of this Order, and upon all additional conditions being met by the
4 Parties as outlined in the Settlement Agreement, this Action shall be dismissed with prejudice.

5 14. Neither the Settlement, nor any of the terms set forth in the Settlement Agreement,
6 is an admission of liability by the Released Parties, nor is the Court's instant Order a finding as to
7 the validity of any claims in the Litigation or of any wrongdoing by the Released Parties.

8 15. This Order is intended to be a final disposition of the Action in its entirety and is
9 intended to be immediately appealable.

10 16. This Court shall retain exclusive and continuing jurisdiction over the Action and
11 the Parties for purposes of enforcing and interpreting this Order, the Settlement Agreement, and
12 the settlement funding and distribution process.

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14 **IT IS SO ORDERED.**

15
16 Dated: _____, 2024

17 _____
18 HON. VIRGINIA KEENY
19 JUDGE OF THE SUPERIOR COURT
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PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **February 28, 2025**, in the case of *Dalia Delgado v. Avalon Villa Health Care, LLC*, Los Angeles Superior Court Case Number 23STCV15615, I served the foregoing document(s):

[PROPOSED] ORDER GRANTING MOTIONS FOR AN ORDER APPROVING SETTLEMENT OF PAGA ACTION AND DISMISSING ACTION WITH PREJUDICE AND FOR AN ORDER AWARDING ATTORNEYS' FEES, COSTS, ENHANCEMENT PAYMENT, AND SETTLEMENT ADMINISTRATION FEES

on the interested party(ies) below, using the following means:

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☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


JOEY GONZALEZ