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on behalf of herself and current and former aggrieved employees

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

SILVANA ROQUE, on behalf of herself and
current and former aggrieved employees,

Plaintiff,

vs.

LONG BEACH HEALTHCARE CENTER, LLC;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 23STCV15411
Related Case No. 23STCV09187

PAGA ACTION

[Judge: Hon. William Highberger; Dept. 10]

**[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 J. Aroeste in Support Thereof]*

Hearing Information:

Date: May 26, 2026
Time: 10:00 a.m.
Dept.: 10

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

5 1. The Court hereby grants Plaintiff's Motion for Approval of PAGA Settlement. For
6 purposes of this Final Order and Judgment ("Order"), the Court adopts all defined terms as used in
7 the Settlement Agreement. A copy of the Settlement Agreement and of the notice letter to be sent to
8 the aggrieved employees is attached as **Exhibit 1** to the Declaration of Alexander J. Aroeste in
9 Support of Plaintiffs' Motion for Approval of PAGA Settlement and is made part of this Order.

10 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Aggrieved
11 Employees, and LONG BEACH HEALTHCARE CENTER, LLC ("Defendant"). The Aggrieved
12 Employees consist of all current and former hourly non-exempt employees who worked in California
13 for Defendant at any time from April 26, 2022, through February 1, 2025 (the "PAGA Period").

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

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

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

27 6. The Settlement Agreement is not an admission by Defendant or by any other of the
28 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing

1 by any Defendant or any other Released Parties. Neither this Order, the Settlement Agreement, nor
2 any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
3 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
4 liability whatsoever by or against Defendants or any of the other Released Parties.

5 7. Defendant shall fully fund the Gross Settlement Amount (\$253,207.00) by
6 transmitting the funds to the Administrator no later than 21 days after the Effective Date.

7 8. The entire Net Settlement Amount (the remainder of the Settlement Amount after
8 deducting Plaintiff's counsel's fees (\$84,402.33) and costs (\$17,906.12), the costs of administration
9 (not to exceed \$9,000.00), and a payment of \$5,000.00 to Plaintiff as a Service Award from the
10 \$253,207.00 Settlement Sum shall be allocated for payment of civil penalties and shall be distributed
11 75% (\$99,603.50) to the LWDA and 25% (\$33,201.17) to the Aggrieved Employees.

12 9. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
13 based on the number of pay periods worked by each Aggrieved Employee for Defendant during the
14 PAGA Period, according to the terms of the Settlement Agreement. "Aggrieved Employee" means
15 all current and former hourly non-exempt employees who worked in California for Defendant during
16 the PAGA Period. "PAGA Period" means April 26, 2022, through February 1, 2025.

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

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

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

23 13. The Court hereby confirms Apex Class Action Administration as the Settlement
24 Administrator and confirms that costs in the amount of no more than \$9,000.00 for administration of
25 the settlement are reasonable.

26 14. The Court hereby awards to PAGA Counsel attorneys' fees in the amount of one-third
27 (1/3%) of the Settlement Amount. The payment of fees and costs to PAGA Counsel shall be made
28 in accordance with the terms of the Settlement.

1 15. All settlement checks will remain valid for 180 days. Those funds represented by un-
2 cashed checks which remain outstanding 180 days after mailing of the Settlement checks by the
3 Settlement Administrator will be voided. The Administrator will cancel all the checks not cashed by
4 the void date.

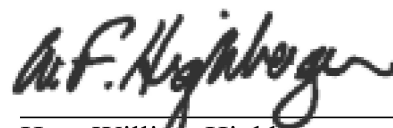
5 16. The Court approves the Notice of PAGA Settlement attached as the Settlement
6 Agreement as **Exhibit 1**.

7 17. The Court further orders, adjudges and decrees that upon Approval by the Court of
8 this Settlement and Defendant's full funding of the entire Gross Settlement Amount, all Aggrieved
9 Employees are deemed to release, on behalf of themselves and their respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
11 from all claims arising at any time during the PAGA Period, that are or were asserted in the Action, or
12 that are based upon, related to, or arise in any way from the facts set forth in the Action, wage and hour
13 claims which were or reasonably could have been alleged in the complaint including but not limited
14 claims for overtime wages, meal and rest period penalties, Labor Code section 226 (failing to provide
15 accurate and complete wage statements), Labor Code section 204 (wages during employment) Labor
16 Code section 203 (waiting time penalties), and all PAGA Claims that for claims exhausted per
17 Plaintiffs' letter to the LWDA.

18 18. The Settlement Administrator shall file a final report by 2/16/27, indicating the
19 total amount paid to the LWDA and the Aggrieved Employees and confirming that uncashed funds
20 have been distributed.

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

24
25 Dated: 06/23/2026



Hon. William Highberger,
Los Angeles County Superior Court Judge