

LAW OFFICES OF SEVAG NIGOGHOSIAN

Sevag Nigoghosian, Esq., SBN 224928
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 956-1111
Facsimile: (818) 956-1983

Attorneys for Plaintiff Elba Russo

FILED
Superior Court of California
County of Los Angeles

08/29/2025

David W. Slayton, Executive Officer / Clerk of Court

By: J. Marquez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ELBA RUSSO,

Plaintiff,

vs.

WEST HOLLYWOOD HEALTHCARE
AND WELLNESS CENTRE LP;
COUNTRY VILLA WILSHIRE
HEALTHCARE CENTER; AND
SHLOMO RECHNITZ; and DOES 1 to
25, inclusive,

Defendants.

) CASE NO: 23STCV27188

)

) Assigned for all Purposes to the Honorable

) Daniel M. Crowley [Dept. 71]

)

) **PROPOSED** ORDER ON MOTION FOR

) FINAL APPROVAL OF PAGA

) SETTLEMENT AND DISMISSAL WITH

) PREJUDICE

)

) Action filed: November 6, 2023

) Hearing Date: August 29, 2025

) Hearing Time: 8:30am

) Hearing Dept: 71

) Resv. ID: 408751464892

)

)

)

PROPOSED ORDER

1. Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), Plaintiff submitted an unopposed Motion for Approval of Settlement under PAGA.

2. Plaintiff's Complaint, filed on or around November 6, 2023, seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the letter to the Labor

1 Workforce and Development Agency ("LWDA") dated May 31, 2023 (the "LWDA Letter"),
2 on behalf of all current and former non-exempt employees of Defendant West Hollywood
3 Healthcare And Wellness Centre LP ("WHHWC" or "Defendant(s)") from September 2, 2022
4 to October 8, 2024.

5 3. Under PAGA, in any action brought by an aggrieved employee, the Court "shall review
6 and approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2).

7 Accordingly, the Court, having considered the proposed settlement set forth in the Settlement
8 Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having
9 considered the papers filed in support of the proposed settlement and the arguments of counsel, and
10 good cause appearing, HEREBY ORDERS AS FOLLOWS:

11
12 A. The Court finds the instant Action presents a good faith dispute of the claims alleged;

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

16 C. The Court finds further that Plaintiff, acting on behalf of herself, the Aggrieved
17 Employees, and the State of California, by operation of this Order and Judgment hereby releases
18 and forever discharges Defendants and the Released Parties (as defined in the Settlement
19 Agreement) from any and all PAGA Released Claims (as defined in the Settlement Agreement)
20 including penalties asserted in Plaintiff's Complaint, including any and all known and unknown
21 claims for civil penalties under the Private Attorneys General Act, California Labor Code §§
22 2698, *et seq.*, that arise;

23 D. The Court finds further that the foregoing release shall be binding on Plaintiff and
24 the State of California, and shall bar any claim under PAGA brought by any person, including the
25 Aggrieved Employees, on behalf of the State of California, as to the PAGA Released Claims and
26
27
28

Released Parties;

E. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendants are directed to make all payments required by the Settlement Agreement;

F. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of Eighty-Five Thousand Dollars (\$80,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Settlement Administrator Costs, and Attorney's Fees and Costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of Twenty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six cents (\$26,666.66); costs of Twelve Dollars (\$12,000.00). The settlement administrator Phoenix Settlement Administrators requests administration costs of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00). Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the above payments from the Gross Settlement Amount as follows:

- a. \$26,666.66); in attorney's fees to the Law Offices of Sevag Nigoghosian;
- b. \$12,000.00in costs to the Law Offices of Sevag Nigoghosian;
- c. \$4,500.00 in administration costs to Phoenix Settlement Administrators;
- d. After deducting the foregoing payments, the estimated remainder of approximately \$36,833.34 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the NSA will then be distributed 75 percent (\$27,625.00) to the LWDA, and the remaining 25 percent (\$9,208.34) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set

1 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
2 Agreement; and

3 G. The PAGA Action is hereby DISMISSED WITH PREJUDICE as to all parties
4 and all causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and
5 the Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,
6 enforcement, construction, administration, and interpretation of the Settlement Agreement.
7

8
9 **IT IS SO ORDERED.**

10 Date: 08/29/2025



11 

12 HON. DANIEL M. CROWLEY

13 Daniel M. Crowley / Judge
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

RUSSO v WEST HOLLYWOOD HEALTHCARE et al.

23STCV27188

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 500 N. Central Ave., Suite 840, Glendale, Ca. 91203.

On April 25, 2025, I served the following document described as **[PROPOSED] ORDER** on all interested parties in this action by placing ☒ a true copy ☐ the original thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.

☒ (BY ELECTRONIC MAIL) I caused said document(s) to be transmitted to the email address(es) of the addressee(s) designated.

☐ (BY FACSIMILE) The facsimile machine I used complied with Rule 2003(3) and no error was reported by the machine. Pursuant to Rule 2008(e)(4), I caused the machine to print a record of the transmission.

☐ (BY MAIL, 1013a, 2015.5 C.C.P.)

☐ I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

☒ I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under that practice, this document will be deposited with the U.S. Postal Service on this date with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ (BY MESSENGER) I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed above and providing them to a messenger for personal service.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (FEDERAL) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on April 25, 2025, at Glendale, California.

/s/ vicki ghalbourjian

Vicki Ghalbourjian

SERVICE LIST

Grace Y. Horoupian
Corina S. Johnson
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
ghoroupian@fisherphillips.com
cjohnson@fisherphillips.com
thsu@fisherphillips.com

ATTORNEYS FOR DEFENDANT, WEST HOLLYWOOD HEALTHCARE AND
WELLNESS CENTRE LP