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FILED
Superior Court of California
County of Los Angeles
06/03/2025
David W. Staylor, Executive Officer / Clerk of Court
By: N. Navarro Deputy

Attorneys for PLAINTIFF STARR WHITE,
on behalf of herself and other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-SPRING STREET COURTHOUSE

STARR WHITE, on behalf of herself and others
similarly situated,

Plaintiff,

vs.

OVERLAND TERRACE HEALTHCARE &
WELLNESS CENTRE, LP; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 24STCV06002

PAGA ACTION

*[Assigned For All Purposes to the Hon. Laura
A. Seigle in Department 17]*

**~~REVISED [PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF A PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND JUDGMENT
THEREON**

*[Filed concurrently with Supplemental
Declaration of Michael Moore of Pheonix Class
Action Administration Solutions in Support;
Supplemental Declaration of Alexander J. Aroeste]*

Hearing Information:

Date: June 3, 2025

Time: 9:00 a.m.

Dept.: 17

1 The Court, having reviewed and considered Plaintiff STARR WHITE (“Plaintiff”) Motion for
2 Approval of the Private Attorneys General Act (“PAGA”) Settlement and all documents submitted in
3 support of the motion, **HEREBY ORDERS AND ENTERS JUDGMENT AS FOLLOWS:**

4 1. The Court hereby grants Plaintiffs’ Motion for Approval of PAGA Settlement. For
5 purposes of this Final Order and Judgment (“Order”), the Court adopts all defined terms as used in
6 the Settlement Agreement. A copy of the Settlement Agreement is attached as **Exhibit 1** to the
7 Declaration of Alexander J. Aroeste in Support of Plaintiffs’ Motion for Approval of PAGA
8 Settlement filed on April 8, 2025, and is made part of this Order.

9 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Aggrieved
10 Employees, and Defendant. The Aggrieved Employees consist of all current and former hourly non-
11 exempt employees who worked in California for Defendant at any time from January 5, 2023, through
12 September 16, 2024. (“PAGA Period”).

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

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

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

25 6. The Settlement Agreement is not an admission by Defendant or by any other of the
26 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing
27 by any Defendants or any other Released Parties. Neither this Order, the Settlement Agreement, nor
28 any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be

1 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
2 liability whatsoever by or against Defendants or any of the other Released Parties.

3 7. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to
4 the Administrator no later than fourteen (14) days after the Effective Date of the Settlement.

5 8. The entire Net Settlement Amount (the remainder of the Settlement Amount after
6 deducting Plaintiff's counsel's fees (\$26,666.67) and \$9,518.28 in costs, the PAGA Representative
7 Service Payment of no more than \$500.00, and the costs of administration (not to exceed \$4,500.00)
8 from the \$80,000.00 Settlement Sum) shall be allocated for payment of civil penalties and shall be
9 distributed 75% (\$29,111.29) to the LWDA and 25% (\$9,703.76) to the Aggrieved Employees.

10 9. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
11 based on the number of pay periods worked by each Aggrieved Employee for Defendant during the
12 PAGA Period, according to the terms of the Settlement Agreement. "Aggrieved Employee" means
13 all current and former hourly non-exempt employees who worked in California for Defendant during
14 the PAGA Period. "PAGA Period" means the period from January 5, 2023, through September 16,
15 2024.

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

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

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

22 13. The Court hereby confirms Phoenix Class Action Administration Solutions as the
23 Settlement Administrator and confirms that costs in the amount of no more than \$4,500.00 for
24 administration of the settlement are reasonable.

25 14. The Court hereby awards to PAGA Counsel attorneys' fees in the amount of 1/3% of
26 the Settlement Amount, which is \$26,666.67 in attorneys' fees and attorneys' costs of \$9,518.28. The
27 payment of fees and costs to PAGA Counsel shall be made in accordance with the terms of the
28 Settlement.

1 15. The Court hereby awards to Plaintiff a PAGA Representative Service Payment of
2 \$500.00.

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

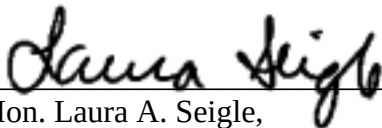
7 17. The Court further orders, adjudges and decrees that upon Approval by the Court of
8 this Settlement and Defendant's full funding of the entire Gross Settlement Amount, all Aggrieved
9 Employees are deemed to release, on behalf of themselves and their respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
11 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
12 on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

13 18. The Settlement Administrator shall file a final report by June 3, 2026, indicating the
14 total amount paid to the LWDA and the Aggrieved Employees and confirming that uncashed funds
15 have been distributed. The court sets a non-appearance case review for June 10, 2026 at 8:30.

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

19
20 Dated: 06/03/2025




Hon. Laura A. Seigle,
Los Angeles County Superior Court Judge
Laura A. Seigle / Judge