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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

CHANNA ALCALA, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

NATIONAL HOME HEALTH SERVICES,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24CV434602

Assigned For All Purposes To:
Honorable Charles F. Adams
Department: 7

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF REPRESENTATIVE
PAGA SETTLEMENT AGREEMENT;
FINAL JUDGMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; and Declarations of David
Keledjian, Channa Alcala, Denise Islas]*

Date: April 9, 2026
Time: 1:30 P.M.
Dept.: 7

Action filed: March 14, 2024
Trial date: None Set

1 **ORDER**

2 On April 9, 2026 at 1:30 p.m. in Department 7, Plaintiff Channa Alcala (“Plaintiff”)’s
3 unopposed Motion for Approval of Representative PAGA Settlement Agreement (“Settlement
4 Agreement” or “Settlement”) entered into by and between Plaintiff, on behalf of herself, the State of
5 California, and all aggrieved employees (the “Aggrieved Employees”), and Defendant National
6 Home Health Services, Inc. (“Defendant”), came before the Court for hearing pursuant to the Private
7 Attorneys General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiff appeared via her
8 counsel (“PAGA Counsel”) and counsel also appeared for Defendant (“Defense Counsel”). There
9 were no other appearances and no objections to the Motion for Approval of Representative PAGA
10 Settlement Agreement (“Motion”). Having considered the Motion, the Settlement Agreement, all
11 supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown,
12 Plaintiff’s Motion is GRANTED.

13 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

14 1. This Order hereby fully incorporates the Settlement Agreement entered into between
15 Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California, on the one hand,
16 and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein
17 shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over
18 the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

19 2. Aggrieved Employees are defined as individuals employed by Defendant as in
20 California as non-exempt employees that worked for Defendant during the PAGA Period, which is
21 the period from March 14, 2023, through June 22, 2025.

22 3. The Court has considered the nature of the claims, the amount paid in settlement,
23 which is \$825,000.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among the
24 Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’
25 respective positions rather than the result of a finding of liability at trial. The Court hereby finds the
26 Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has
27 been reached as a result of serious and non-collusive, arm’s-length negotiations. The Court therefore
28 approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate

1 the Settlement according to the terms outlined in the Settlement Agreement.

2 4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to
3 the California Labor and Workforce Development Agency ("LWDA") fully and adequately complied
4 with the notice requirements of California Labor Code § 2699.

5 5. Effective upon the date Defendant fully funds the Gross Settlement Amount, Plaintiff
6 and Aggrieved Employees shall be bound by the following release set forth in the Settlement
7 Agreement:

8 Release by Aggrieved Employees:

9 All Aggrieved Employees are deemed to release all claims for civil penalties under
10 the PAGA based on the claims alleged in the Operative Complaint, or that reasonably could
11 have been made based on the facts alleged in the Operative Complaint and in the relevant
12 LWDA notice letters, including all PAGA claims seeking civil penalties premised upon:
13 (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide
14 meal periods, (4) failure to provide rest breaks, (5) failure to indemnify employees for
work-related expenditures, (6) failure to timely pay earned wages during employment, (7)
failure to provide accurate itemized wage statements, and (8) failure to timely pay all
earned wages at time of separation. The time period governing the PAGA Released Claims
shall be the PAGA Period. The PAGA Released Claims do not release any Aggrieved
Employees' claims for wages or statutory penalties. ("Released PAGA Claims").

15 "Released Parties" means Defendant Lyten, Inc., and each of their respective affiliated or
16 related entities, as well as former, future, and present parent, joint venturers, and affiliated
17 corporations and partnerships; their directors, officers, shareholders, owners, members, managers,
18 partners, customers, employees, attorneys, agents, insurers, predecessors, successors, assigns, and
19 subsidiaries; and any other individuals, entities, successors, assigns, or legal representatives who
20 could be liable for any of the Released Claims.

21 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
22 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
23 alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any
24 wrongdoing by Defendant, or any of the other Released Parties.

25 7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA
26 Counsel for settlement purposes.

27 8. Pursuant to the terms of the Settlement, the Court awards PAGA Counsel Fees
28 Payment to PAGA Counsel in the total amount of **\$275,000.00**, to be paid out of the Gross Settlement

Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

9. Pursuant to the terms of the Settlement, the Court awards PAGA Counsel Litigation Expenses Payment to PAGA Counsel in the amount of **\$25,890.55**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

11. The Court appoints Simpluris, Inc. ("Simpluris") to serve as the Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **\$5,739.00** to Simpluris as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

12. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **\$508,370.45** shall be allocated as follows: 75% (**\$381,277.84**) will be paid to the LWDA and the remaining 25% (**\$127,092.61**) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

13. The Court shall examine the final accounting at a Compliance Hearing set on _____, 2026.

14. Defendant will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

15. The Court hereby approves the Notice of PAGA Settlement and Release of Claims, attached as Exhibit A to the Settlement Agreement, to be mailed to Aggrieved Employees along with the Individual PAGA Payments by the Administrator.

16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to California Code of Civil Procedure Section 664.6.

17. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

18. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction

1 as set forth above, the Court directs the Clerk of the Court to enter Judgment.

2 19. As the Judgment is consistent with the terms of the Settlement Agreement, the Parties
3 and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-
4 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
5 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right
6 to oppose such motions, writs or appeals. If another individual or entity who is not a Party to this
7 Settlement Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement
8 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
9 becomes final.

10 20. The claims of the putative class are dismissed without prejudice. Plaintiff's individual
11 claims are dismissed with prejudice.

12 **IT IS SO ORDERED.**

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14 DATED: _____, 2026

15 Hon. Charles F. Adams
16 Judge of the Superior Court
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