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on behalf of herself and all others similarly situated

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

VALERIE A. WILLIAMS, an individual,
on behalf of herself and all others similarly
situated,

Plaintiffs,

v.

SOUTH COAST HEALTH & WELLNESS
CORPORATION, a California corporation;
COMMUNITY CARE ON PALM
RIVERSIDE, LLC, a California limited
liability company; COMMUNITY CARE
ON PALM, a business organization of form
unknown; and DOES 1 to 50, inclusive,

Defendants.

PAGA ACTION

Case No.: 24STCV10471

**[PROPOSED] ORDER AND
JUDGMENT GRANTING APPROVAL
OF SETTLEMENT UNDER THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT**

Assigned for all purposes to:
Hon. David S. Cunningham III
Dept.: SS11

Action filed: April 25, 2024
FAC filed: August 05, 2024
Trial date: None Set

1 On November 24, 2025 at 10:30 a.m. in Department SS11, Plaintiff Valerie Williams'
2 ("Plaintiff") unopposed Motion for Approval of the PAGA Settlement Agreement ("Settlement
3 Agreement") entered into by and between Plaintiff, on behalf of herself, the State of California
4 and all aggrieved employees (the "Aggrieved Employees"), and Defendant Community Care on
5 Palm Riverside, LLC ("Defendant"), came before the Court for hearing pursuant to the Private
6 Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via
7 her counsel ("PAGA Counsel") and counsel also appeared for Defendant. There were no other
8 appearances and no objections to the Motion. Having considered the Motion, the Settlement
9 Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having
10 been shown, Plaintiff's Motion is GRANTED.

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

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

18 2. Aggrieved Employees are defined as all current and former hourly-paid or non-
19 exempt employees of Defendant in California during the PAGA Period, which is defined as the
20 period from April 25, 2023, to December 31, 2024.

21 3. The Court has considered the nature of the claims, the amount paid in settlement,
22 which is \$110,000.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among
23 the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties'
24 respective positions rather than the result of a finding of liability at trial. The Court hereby finds
25 the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory,
26 and has been reached as a result of serious and non-collusive, arm's-length negotiations. The
27 Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the
28 Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

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

4 5. Effective on the date when Defendant fully funds the Gross Settlement Amount,
5 the Aggrieved Employees shall be bound by the following release set forth in the Settlement
6 Agreement:

7 Release by Aggrieved Employees:

8 All Aggrieved Employees are deemed to release, on behalf of themselves and
9 their respective former and present representatives, agents, attorneys, heirs,
10 administrators, successors, and assigns, the Released Parties from all claims for PAGA
11 penalties that were alleged, or reasonably could have been alleged, based on the PAGA
12 Period facts stated in the Operative Complaint and the PAGA Notice, including but not
13 limited to California Labor Code sections, 201, 202, 203, 204, 226, 226.7, 246, 248.1,
14 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1,
15 1198, 1198.5, 1199, 2802, and 2810.5.

16 "Released Parties" means Defendant and each of its former and present directors,
17 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
18 subsidiaries, and affiliates.

19 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
20 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
21 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
22 Action, or of any wrongdoing by Defendant, or any of the other Released Parties. The
23 Settlement Agreement represents a compromise and settlement of highly disputed claims.
24 Defendant denies all liability in the Action. Representative treatment of the Aggrieved
25 Employees also is for settlement purposes only.

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

28 8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to
PAGA Counsel in the total amount of **\$36,666.67**, 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.

1 9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to
2 PAGA Counsel in the amount of **\$18,694.98**, to be paid out of the Gross Settlement Amount, as
3 final payment for and complete satisfaction of any and all attorneys' costs arising out of the
4 Action.

5 11. The Court appoints Phoenix Settlement Administrators ("Phoenix") to serve as
6 the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court
7 awards administration related payments in the amount of **\$4,000.00** to Phoenix as compensation
8 for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross
9 Settlement Amount.

10 12. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
11 approximately **\$50,635.52** shall be allocated as follows: 75% (**\$37,976.64**) will be paid to the
12 LWDA and the remaining 25% (**\$12,658.88**) will be paid to the Aggrieved Employees pursuant
13 to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

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

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

21 15. The Court hereby enters judgment of the entire Action, with prejudice, for the
22 reasons set forth above and upon the terms set forth in the Settlement Agreement. This Order
23 shall have full equitable and collateral estoppel and res judicata effect and be final and binding
24 upon Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released PAGA Claims.

25 16. This Judgment is intended to be a final disposition of the above-captioned action
26 in its entirety and is intended to be immediately appealable. Subject to the Court's continuing
27 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.
28

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

9 **IT IS SO ORDERED.**

10
11 DATED: _____ 2025

Hon. David S. Cunningham III
Judge of the Superior Court