

Max W. Gavron (State Bar No. 291697)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

Elwina Grigoryan, Esq. (SBN 316578)
KACE LAW, APC
500 N. Brand Blvd. Suite 2000
Glendale, CA 91203
747-758-9229
Facsimile: 747-758-9192

Nick Galadzhyan, Esq. (SBN 324974)
CALIFORNIA JUSTICE LAWYERS, LLP
500 N. Brand Blvd. Suite 2000
Glendale, CA 91203
818-875-8585
Facsimile: 818-875-8585

Attorneys for Plaintiff and Aggrieved Employees

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

FRANCISCO TUBALINAL, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

GRIFFITH PARK REHABILITATION
CENTER, LLC, a California limited
liability company; CPE HR, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 25STCV03256

(Assigned to the Hon. Samantha Jessner, Dept. 7)

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT; AND JUDGMENT**

Date: March 17, 2026

Time: 10:00 a.m.

Dept.: 7

Action Filed: February 5, 2025

Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

IT IS HEREBY ORDERED that the Motion shall be and is granted and the settlement of this action is hereby approved.

1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have the same meaning as given in the PAGA Settlement Agreement (“Settlement Agreement”) attached as Exhibit A to the Declaration of Mai Tulyathan filed in support of the Motion.

2. Pursuant to the PAGA, Labor Code section 2699(s)(2), the Labor and Workforce Development Agency (“LWDA”) has been given notice of the settlement. Pursuant to the PAGA, on the date the Parties filed the Motion seeking approval of the settlement with the Court, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of the Settlement Agreement . The Court finds and determines that Plaintiff’s notice of the settlement complied with the statutory requirements of the PAGA.

3. The Court confirms approval of the settlement as to the following group of individuals, collectively referred to as the “Aggrieved Employees” or the “PAGA Group”: all current and former non-exempt employees of Defendant Griffith Park Rehabilitation Center, LLC who were employed in the State of California at any time during the PAGA Period. The “PAGA Period” is the period of November 1, 2023, through July 10, 2025.

4. This Court has jurisdiction over the subject matter of this litigation, Plaintiff, the Aggrieved Employees, Defendants, and over those persons and entities undertaking affirmative obligations under the settlement.

5. The Court finds that the settlement is, in all respects, fair, reasonable, and adequate. Accordingly, the Court hereby finally and unconditionally approves the settlement.

6. The Court finds that each Aggrieved Employee, in accordance with the

1 settlement, releases the following “Released PAGA Claims” against the Released Parties:

2 Any and all claims for civil penalties under PAGA which Plaintiff
3 and/or the Aggrieved Employees had, or may claim to have, against
4 Released Parties, reasonably arising out of the facts alleged in the
5 Action or the PAGA Notices submitted in connection with the
6 Action, including alleged violation of Labor Code sections 201-204,
7 226, 226.7, 510, 512, 558, 1194, 1197, and 11971.1.

8 The Settlement Agreement neither releases the Released Parties from liability, if any, to
9 Aggrieved Employees for violations of any predicate statutes other than PAGA, nor effects a
10 waiver of claims by Aggrieved Employees against the Released Parties for any individual wage
11 and hour claims.

12 7. The Court approves the Gross Settlement Amount of \$100,000.00. The Court
13 further finds that the Gross Settlement Amount, PAGA penalties, and the methodology used to
14 calculate and pay each Individual PAGA Payment, in accordance with the Settlement
15 Agreement, are fair and reasonable.

16 8. Phoenix Settlement Administrators is approved to serve as the Settlement
17 Administrator.

18 9. The Court awards the Settlement Administrator in this Action its fees and costs in
19 the amount of \$4,000.00, in accordance with the terms of the Settlement Agreement.

20 10. The Court awards Plaintiff an Enhancement Award in the amount of \$5,000.00.

21 11. The Court awards Plaintiff’s counsel in this Action its fees of \$33,333.33, and
22 litigation costs incurred in the amount of \$20,494.56, based on the following breakdown:
23 \$18,914.54 to Diversity Law Group, PC, \$790.01 to Kace Law, APC, and \$790.01 to California
24 Justice Lawyers, LLP.

25 12. The Court approves the Net PAGA Settlement Amount of \$37,172.11. Sixty-five
26 percent (65%) of the Net PAGA Settlement Amount will be paid to the State of California Labor
27 and Workforce Development Agency, and the remaining thirty-five percent (35%) of the Net
28 PAGA Settlement Amount shall be distributed to the Aggrieved Employees in accordance with
the terms of the Settlement Agreement.

13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be

valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed after one hundred eighty (180) days shall be sent to the Unclaimed Property Fund administered by the California State Controller's Office in the names of the Aggrieved Employees to whom the funds relate.

14. The Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment and Order, as well as the settlement.

15. Nothing in this Order and Judgment or the settlement shall be construed as an admission or concession by any party. The settlement and this resulting Judgment and Order simply represent a compromise of disputed allegations.

16. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10) days of the date of this Order.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

HON. SAMANTHA JESSNER
SUPERIOR COURT OF CALIFORNIA