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13 Attorneys for Plaintiff  
14 ERIC ZARAGOZA

15  
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF VENTURA**

18 ERIC ZARAGOZA, individually, and on behalf  
19 of other members of the general public similarly  
20 situated,

21 Plaintiffs,

22 vs.

23 THE ARC OF VENTURA COUNTY, INC., a  
24 California corporation; and DOES 1 through  
25 100, inclusive,

26 Defendants.

Case No.: 56-2022-00565343-CU-OE-VTA

*Assigned for all purposes to the Honorable  
Jeffrey G. Bennett, Dept. 21*

**NOTICE OF ENTRY OF FINAL  
APPROVAL ORDER AND JUDGMENT**

Date: December 8, 2023

Time: 8:20 a.m.

Dept.: 21

Complaint Filed: May 5, 2022

FAC Filed: July 7, 2023

Trial Date: Not Set

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**TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

**PLEASE TAKE NOTICE** that on December 8, 2023, at 10:00 a.m. in Department 21 of the above-entitled Court, a hearing was held on Plaintiff Eric Zaragoza’s unopposed Motion for Final Approval of Class Action and PAGA Settlement (“Motion”). S. Emi Minne, Esq. of Parker & Minne, LLP and Vartan S. Madoyan of Lawyers for Justice, PC appeared on behalf of Plaintiff Eric Zaragoza. Brier Setlur of LightGabler appeared on behalf of Defendant The Arc of Ventura County, Inc. At the hearing, the Court granted Plaintiff’s Motion in its entirety, and entered the Final Approval and Judgment thereon.

A true and correct copy of a Final Approval Order and Judgment entered by the Court on December 8, 2023 is attached hereto as Exhibit 1.

Dated: December 12, 2023

**PARKER & MINNE, LLP**

By:   
\_\_\_\_\_  
S. Emi Minne  
Attorneys for Plaintiff

# **EXHIBIT 1**

**RECEIVED**

VENTURA SUPERIOR COURT

11/14/23

VENTURA SUPERIOR COURT

**FILED**

12/11/2023

Brenda L. McCormick  
Executive Officer and Clerk

*Paul V. Alvarez*  
Cristal Alvarez

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13 Attorneys for Plaintiff  
 14 ERIC ZARAGOZA

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF VENTURA**

17 ERIC ZARAGOZA, individually, and on behalf  
 18 of other members of the general public similarly  
 19 situated,

20 Plaintiffs,

21 vs.

22 THE ARC OF VENTURA COUNTY, INC., a  
 23 California corporation; and DOES 1 through  
 100, inclusive,

24 Defendants.

Case No.: 56-2022-00565343-CU-OE-VTA

*Assigned for all purposes to the Honorable  
 Jeffrey G. Bennett, Dept. 21*

**[PROPOSED] FINAL APPROVAL ORDER  
 AND JUDGMENT**

Date: December 8, 2023  
 Time: 8:20 a.m.  
 Dept.: 21

Complaint Filed: May 5, 2022  
 FAC Filed: July 7, 2023  
 Trial Date: Not Set

Ventura Superior Court Accepted through eDelivery submitted 11-14-2023 at 10:46:00 AM

1 Plaintiff Eric Zaragoza’s unopposed Motion for Final Approval of Class Action and  
2 PAGA Settlement (“Motion”) in the above-captioned matter came for hearing on December 8,  
3 2023 before the Honorable Jeffrey G. Bennett in Department 21 of the above-entitled Court  
4 located at 800 South Victoria Avenue, Ventura, California 93009.

5 On August 10, 2023, the Court entered an Order Granting Preliminary Approval of Class  
6 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving  
7 the settlement of the above-entitled action in accordance with the Joint Stipulation of Class Action  
8 and PAGA Settlement (hereinafter, “Agreement”, “Settlement”, or “Settlement Agreement”)  
9 which, together with the exhibits thereto, set forth the terms and conditions for settlement of this  
10 Action.

11 Due and adequate notice having been given to all Class Members as required in the  
12 Preliminary Approval Order, and the Court having considered the Agreement, Plaintiff’s Motion  
13 and all documents submitted in support thereof, all papers filed and proceedings had herein, and  
14 otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY  
15 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

16 1. Pursuant to California law, this Court hereby grants final approval of the  
17 Agreement. The Agreement is hereby deemed incorporated into this Final Order and Judgment.  
18 All terms used herein shall have the same meaning as defined in the Agreement.

19 2. This Court has jurisdiction over the subject matter of this Action and over all  
20 Parties to this Action, including all Class Members.

21 3. The Court finds that the requirements of California Code of Civil Procedure  
22 section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to  
23 the Class and the Settlement. The Court hereby makes its earlier provisional certification of the  
24 Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is  
25 hereby defined to include:

26 All current and former hourly-paid, non-exempt employees of Defendant The Arc  
27 of Ventura County, Inc. who were employed by Defendant The Arc of Ventura  
28 County, Inc. in the State of California at any time during the period commencing  
on May 5, 2018, and ending on July 17, 2023.

1           4.       The Court hereby confirms S. Emi Minne and Jill J. Parker of Parker & Minne,  
2 LLP and Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Yasmin Hosseini of Lawyers for  
3 Justice, PC as Class Counsel in the Action.

4           5.       The Court concludes that distribution of the Notice directed to the Class Members  
5 as set forth in the Agreement and the other matters set forth therein has been completed in  
6 conformity with the Preliminary Approval Order, and constituted the best notice practicable under  
7 the circumstances. The Court concludes that the Administrator, Phoenix Class Action  
8 Administration Solutions, took all reasonable and necessary steps to locate and notify each Class  
9 Member of the Agreement, as required in the Preliminary Approval Order. The notice given to  
10 the Class fully and accurately informed the Class of all material elements of the Settlement and  
11 their opportunity to object or comment thereon; was the best notice practicable under the  
12 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with  
13 the laws of the State of California, Federal Rules of Civil Procedure, the United States  
14 Constitution, due process, and other applicable law. The notice fairly and adequately described  
15 the Settlement and provided Class Members adequate instructions and a variety of means to obtain  
16 additional information.

17           6.       The Court hereby finds the Agreement was entered into in good faith pursuant to  
18 and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set  
19 forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing,  
20 which are adopted and incorporated herein by reference, the Court further finds that Plaintiffs  
21 have satisfied the standards and applicable requirements for final approval of this class action  
22 settlement under California law, including the provisions of California Code of Civil Procedure  
23 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state  
24 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

25           7.       The Court finds that the Settlement is, in all respects, fair, adequate and  
26 reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds  
27 that the Settlement was reached following meaningful informal discovery and investigation by  
28 Class Counsel; that the Settlement is the product of intensive, serious and non-collusive arms-

1 length negotiations between the parties; and that the terms of the Settlement are in all respects  
2 fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence  
3 presented, including evidencing regarding the strength of Plaintiff's claims, Defendant's potential  
4 exposure; the risk, expense, complexity, and delay associated with further litigation; the risk of  
5 maintaining Plaintiff's claims through class certification, trial, and appeals; the amount offered  
6 in the Settlement and the benefit provided to Class Members; the extent of investigation and  
7 informal discovery completed; the experience and views of Class Counsel; and the absence of  
8 objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby  
9 direct that the Settlement be affected in accordance with the Agreement and the terms and  
10 conditions set forth in this Judgment.

11 8. A full opportunity has been afforded to Class Members to participate in this  
12 hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines  
13 that all Class Members who did not timely and properly request exclusion from the Settlement  
14 ("Participating Class Members") are bound by the Settlement and by this Judgment.

15 9. The Court hereby finds that there have been 0 objections to the Agreement. The  
16 deadline for Class Members to submit written objections to the Agreement was October 10, 2023.  
17 The Court also finds that there were 0 objections at the hearing on Final Approval.

18 10. The Court hereby finds that 0 Class Members have requested to be excluded from  
19 the Settlement. The deadline for Class Members to request to be excluded from the Agreement  
20 was November 6, 2023. Accordingly, 436 Participating Class Members are bound by this  
21 Judgment.

22 11. Upon entry of this Judgment and remittance of the Gross Settlement Amount and  
23 all applicable employer-side payroll taxes by Defendant to the Administrator, Participating Class  
24 Members, shall fully release and discharge Released Parties from all claims, rights, demands,  
25 liabilities and causes of action that are alleged, or reasonably could have been alleged based on  
26 the factual allegations and claims asserted in the Action arising during the Class Period, including  
27 the following claims: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);  
28 (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3)

1 Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of  
2 California Labor Code §§ 1194, 1197, and 1197.1. (Unpaid Minimum Wages); (5) Violation of  
3 California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California  
4 Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California  
5 Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code  
6 § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code  
7 §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business  
8 & Professions Code §§ 17200, et seq. based on violations of Labor Code sections 201, 202, 203,  
9 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802. Except as provided  
10 in paragraph 12, below, Participating Class Members do not release any other claims, including  
11 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing  
12 Act, unemployment insurance, disability, social security, workers' compensation, or claims based  
13 on facts occurring outside the Class Period.

14 12. Upon entry of this Judgment and remittance of the Gross Settlement Amount by  
15 Defendant to the Administrator, all PAGA Members, the LWDA, and the State of California shall  
16 fully release and discharge the Released Parties from any and all claims for the recovery for civil  
17 penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the PAGA  
18 Members had, or may claim to have, against Released Parties, arising out of the violations alleged  
19 in the Complaint or the PAGA Notice during the PAGA Period, including failure to pay overtime  
20 compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks,  
21 failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or  
22 resignation; failure to timely pay wages during employment; failure to provide complete and  
23 accurate wage statements; failure to keep complete and accurate payroll records; failure to  
24 reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202,  
25 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*,  
26 2800, and 2802 and the Industrial Welfare Commission Orders.

27 13. Upon entry of this Judgment and remittance of the Gross Settlement Amount by  
28 Defendant to the Administrator, in consideration for his Class Representative Enhancement



1 Payment, Plaintiff Eric Zaragoza for himself only, also fully releases the Released Parties from  
2 any and all Released Claims and also generally release and discharge the Released Parties from  
3 any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which  
4 have been or could have been asserted against the Released Parties arising out of or relating to  
5 his employment by Defendant or termination thereof, including but not limited to claims for  
6 wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful  
7 termination of employment. This release specifically includes any and all claims, demands,  
8 obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees  
9 and costs (except provided by the Settlement Agreement) relating to or in any way connected  
10 with the matters referred to herein, whether or not known or suspected to exist, and whether or  
11 not specifically or particularly described herein. Plaintiff Eric Zaragoza has expressly waived all  
12 rights and benefits afforded by California Civil Code Section 1542, which provides:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
14 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
15 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
16 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
17 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
18 DEBTOR OR RELEASED PARTY.

19 This release specifically excludes claims that cannot by law be waived, including claims  
20 for unemployment insurance, disability, social security, and workers compensation.

21 14. The Court finds the settlement payments provided for under the Agreement to be  
22 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,  
23 the Court orders Defendant to fund the Gross Settlement Amount of \$1,500,000.0 within fourteen  
24 (14) calendar days after of the date of entry of this Judgment to provide payments for Individual  
25 Class Member Payments, Individual PAGA Payments, the Class Representative Enhancement  
26 Payment, Class Counsel's Fees and Costs, Settlement Administration Costs, and PAGA Penalties  
27 to the LWDA. The Court further orders Defendant to separately pay any and all employer payroll  
28 taxes owed on the wage portion of the Individual Class Payments. Defendant shall fund and the

1 Settlement Administrator shall distribute these amounts in accordance with the terms of the  
2 Agreement.

3 15. Pursuant to the terms of the Agreement, and the authorities, evidence and argument  
4 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the  
5 amount of \$525,000.00, and awards reimbursement of costs and expenses incurred by Class  
6 Counsel in the amount of \$22,365.74 from the Gross Settlement Amount. The award of  
7 attorneys' fees and costs is the final payment for and complete satisfaction of any and all  
8 attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity  
9 related to the Action. The Court further orders that the award of attorneys' fees and costs set  
10 forth in this Paragraph shall be administered pursuant to the terms of the Agreement. Any  
11 allocation of attorneys' fees and costs between and among Class Counsel shall be made by the  
12 Administrator pursuant to the separate and independent agreement between Class Counsel.

13 16. The Court hereby approves and orders a Class Representative Enhancement  
14 Payment of \$10,000.00 to Plaintiff Eric Zaragoza from the Gross Settlement Amount in  
15 accordance with the terms of the Agreement.

16 17. The Court find that the settlement of the Released PAGA Claims for \$50,000.00,  
17 which is designated and allocated as penalties under the California Labor Code Private Attorneys  
18 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court  
19 further approves allocation and payment of the PAGA Penalties as follows: \$37,500.00 (75% of  
20 \$50,000.00) to the California Labor Workforce Development Agency, and \$12,500.00 (25% of  
21 \$50,000.00) to PAGA Members on a *pro rata* basis as set forth in the Agreement. 100% of the  
22 amounts distributed to PAGA Members as penalties under PAGA shall be reported on an IRS  
23 Form-1099.

24 18. The Court also hereby approves and orders payment from the Gross Settlement  
25 Amount for actual settlement administration expenses incurred by the Administrator, Phoenix  
26 Class Action Administration Solutions, in the amount of \$9,750.00.

27 19. The Court hereby approves and orders payment of Individual Class Payments from  
28 the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth

1 in the Agreement.

2 20. The Court also hereby approves and orders that any checks distributed from the  
3 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar  
4 days after being issued shall be void. All uncashed settlement checks shall be transferred to the  
5 Controller of the State of California to be held pursuant to the Unclaimed Property Law,  
6 California Civil Code § 1500, *et seq.* for the benefit of the Class Member or Aggrieved Employee  
7 who did not cash their checks until such time that they claim their property, or the property is  
8 otherwise disposed of pursuant to the Unclaimed Property Law.

9 21. Provided the Settlement becomes effective under the terms of the Agreement, the  
10 Court also hereby orders that the Administrator distribute the Individual Class Member  
11 Payments, Individual PAGA Payments, the Class Representative Enhancement Payment, Class  
12 Counsel’s Fees and Costs payment, Settlement Administration Costs payment, and PAGA  
13 Penalties to the LWDA within fourteen (14) calendar days of receipt of the Gross Settlement  
14 Amount.

15 22. Without affecting the finality of this Judgment, the Court shall retain continuing  
16 jurisdiction over this Action and the Parties, including all Class Members, and over all matters  
17 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to  
18 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except  
19 as provided to the contrary herein, any disputes or controversies arising with or with respect to  
20 the interpretation, enforcement, or implementation of the Agreement shall be presented to the  
21 Court for resolution.

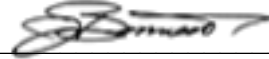
22 23. A post-approval final accounting hearing shall be held on \_\_\_\_\_ at  
23 \_\_\_\_\_ a.m./p.m. Class Counsel shall submit a final compliance report by  
24 \_\_\_\_\_.

25 24. Notice of this Order and Judgment shall be posted by the Administrator, Phoenix  
26 Class Action Administration Solutions, on its website for a period of at least sixty (60) days.

27 25. Plaintiff shall file and serve formal Notice of Entry of Judgment with the California  
28 Labor and Workforce Development Agency (LWDA).

**IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

Dated: 12/08/2023



Honorable Jeffrey G. Bennett  
Judge of the Superior Court

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**PROOF OF SERVICE**

*Eric Zaragoza v. The Arc of Ventura County, Inc.* – Case No. 56-2022-005635343-CU-OE-VTA

I am over eighteen years of age and not a party to the within action; my business address is 700 South Flower Street, Suite 1000, Los Angeles, California 90017. On December 12, 2023, I served a copy of the following document(s):

**NOTICE OF ENTRY OF FINAL APPROVAL ORDER AND JUDGMENT**

on the interested parties as follows:

Jonathan Fraser Light (jlight@lightgablerlaw.com)  
Jamie N. Stein (jstein@lightgablerlaw.com)  
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*Attorneys for Defendant THE ARC OF VENTURA COUNTY, INC.*

- BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the addressee(s) listed above via email from email address emi@parkerminne.com pursuant to California Code of Civil Procedure section 1010.6(b). I did not receive any electronic message or other indication that the transmission was unsuccessful.
- STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 12, 2023 at Beverly Hills, California.



\_\_\_\_\_  
S. Emi Minne