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17
18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19
20 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

21 CINDY VELASQUEZ, individually, and on
22 behalf of other members of the general public
23 similarly situated; PAULINA CAMPOS,
24 individually, and on behalf of other members
25 of the general public similarly situated, and on
26 behalf of other aggrieved employees pursuant
27 to the California Private Attorneys General
28 Act;

Plaintiffs,

vs.

AMADA ENTERPRISES, INC., a California
corporation; VIEW HEIGHTS
COVALESCENT HOSPITAL, INC., an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
02/27/2024
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

Case No.: 20STCV07994 (Lead Case)
consolidated with 20CMCV00227

Honorable Stuart M. Rice
Department SSC-1

CLASS ACTION

**[FURTHER REVISED ~~PROPOSED~~]
FINAL APPROVAL ORDER AND
JUDGMENT**

Complaint Filed: February 28, 2020
FAC Filed: February 2, 2021
Trial Date: None Set

1 This matter came before the Honorable Stuart M. Rice in Department SSC-1 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 February 20, 2024 at 10:30 a.m. on Plaintiffs’ Cindy Velasquez and Paulina Campos (together,
4 “Plaintiffs”) Motion for Final Approval of Class Action Settlement, Attorneys’ Fees and Costs,
5 and Enhancement Awards (“Motion for Final Approval”). Edwin Aiwazian, Esq. of Lawyers *for*
6 Justice, PC appeared in person on behalf of Plaintiffs, and L. Geoffrey Lee, Esq. of Gordon Rees
7 Scully Mansukhani, LLP appeared through LA Court Connect on behalf of Defendant Amada
8 Enterprises, Inc. (“Defendant”).

9 On August 7, 2023, the Court entered the Order Granting Preliminary Approval of Class
10 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
11 settlement of the following consolidated actions: *Cindy Velasquez v. Amada Enterprises, Inc., et*
12 *al.*, Los Angeles County Superior Court Case No. 20STCV07994 (“*Velasquez* Class Action”),
13 *Paulina Campos v. Amada Enterprises, Inc.*, Los Angeles County Superior Court Case No.
14 20STCV34673 (“*Campos* Class Action”), and *Paulina Campos v. Amada Enterprises, Inc., et*
15 *al.*, Los Angeles County Superior Court Case No. 20CMCV00227 (“*Campos* PAGA Action”)
16 (together, “Actions”) in accordance with the Joint Stipulation of Class Action and PAGA
17 Settlement and Release and Joint Stipulation to Amend Funding and Disbursement Schedule
18 (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the exhibits
19 annexed thereto, set forth the terms and conditions for settlement of the Actions.

20 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
21 oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

23 1. This Order incorporates by reference the definitions in the Settlement Agreement,
24 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
25 Settlement Agreement.

26 2. This Court has jurisdiction over the claims of the Class Members asserted in this
27 proceeding and over all parties to the Actions.

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1 3. The Court finds that the applicable requirements of the California Code of Civil
2 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
3 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
4 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
5 The Class is hereby defined to include:

- 6 a) All current and former hourly-paid or non-exempt employees of
7 Defendant in California employed during the Class Period (“Class” or
8 “Class Members”).

9 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
10 Class Members and PAGA Members, fully and accurately informed the Class Members of all
11 material elements of the Settlement and of their opportunity to participate in the Settlement,
12 object to or comment to the Class Settlement, or to seek exclusion from the Class Settlement;
13 was the best notice practicable under the circumstances; was valid, due, and sufficient notice to
14 all Class Members; and complied fully with the laws of the State of California, the United States
15 Constitution, due process and other applicable law. The Class Notice fairly and adequately
16 described the Settlement and provided the Class Members with adequate instructions and a
17 variety of means to obtain additional information.

18 5. Pursuant to California law, the Court hereby grants final approval of the
19 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
20 whole. More specifically, the Court finds that the Settlement was reached following meaningful
21 discovery and investigation conducted by Lawyers *for* Justice, PC and Protection Law Group
22 (together, “Class Counsel”); that the Settlement is the result of serious, informed, adversarial,
23 and arms-length negotiations between the parties; and that the terms of the Settlement are in all
24 respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
25 evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk,
26 expense, and complexity of the claims presented; the likely duration of further litigation; the
27 amount offered in the Settlement; the extent of investigation and discovery completed; and the
28 experience and views of Class Counsel. The Court has further considered the absence of

1 objections to the Class Settlement submitted by Class Members. Accordingly, the Court hereby
2 directs that the Settlement be affected in accordance with the Settlement Agreement and the
3 following terms and conditions.

4 6. A full opportunity has been afforded to the Class Members to participate in the
5 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
6 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
7 the Class Settlement. Accordingly, the Court determines that all Class Members who have not
8 submitted a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class
9 Members”) are bound by the Class Settlement and by this order and judgment (“Final Approval
10 Order and Judgment”), and the State of California and all current and former hourly-paid or non-
11 exempt employees of Defendant in California employed during the PAGA Period (“PAGA
12 Members”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

13 7. The Court finds that allocation of \$100,000.00 toward penalties under the
14 California Private Attorneys General Act of 2004 (“PAGA Penalty Amount”), is fair, reasonable,
15 and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
16 Penalty Amount as follows: the amount of \$75,000.00 to the California Labor and Workforce
17 Development Agency (“LWDA Payment”), and the amount of \$25,000.00 to PAGA Members
18 (“PAGA Employee Amount”) on a *pro rata* basis (i.e., Individual PAGA Payment), in
19 accordance with the terms and methodology set forth in the Settlement Agreement.

20 8. The Court finds that payment of Settlement Administration Costs in the amount of
21 \$9,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
22 notice and settlement administration process. It is hereby ordered that the Settlement
23 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in
24 the amount of \$9,000.00, in accordance with the terms and methodology set forth in the
25 Settlement Agreement.

26 9. The Court finds that the Enhancement Awards sought are fair and reasonable for
27 the work performed by Plaintiffs on behalf of the Class, the State of California, and PAGA
28 Members. It is hereby ordered that the Settlement Administrator issue payment in the amount of

1 \$7,500.00 each to Plaintiffs Cindy Velasquez and Paulina Campos for their Enhancement
2 Awards, according to the terms and methodology set forth in the Settlement Agreement.

3 10. The Court finds that the request for attorneys' fees in the amount of \$150,000.00
4 to Class Counsel falls within the range of reasonableness, and the results achieved justify the
5 award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and
6 appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator
7 issue payment in the amount of \$150,000.00 to Class Counsel for attorneys' fees, in accordance
8 with the terms and methodology set forth in the Settlement Agreement.

9 11. The Court finds that reimbursement of litigation costs and expenses in the amount
10 of \$40,290.34 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
11 Settlement Administrator issue payment in the amount of \$40,290.34 to Class Counsel for
12 reimbursement of litigation costs and expenses, in accordance with the terms and methodology
13 set forth in the Settlement Agreement.

14 12. The table set forth below shows the calculation of the Net Settlement Amount, to
15 be distributed pursuant to the Settlement:

Total Settlement Amount	\$450,000.00
Attorneys' Fees	\$150,000.00
Attorneys' Costs	\$40,290.34
Enhancement Awards	\$15,000.00
Settlement Administration Costs	\$9,000.00
PAGA Allocation	\$100,000.00
Net Settlement Amount to be paid to	\$135,709.66
Settlement Class Members	

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24 In addition to the Net Settlement Amount, \$25,000.00 will be distributed to PAGA
25 Members on a *pro rata* basis.

26 13. The Court hereby enters Judgment by which Settlement Class Members shall be
27 conclusively determined to have given a release of any and all Released Class Claims against the
28 Released Parties, and all PAGA Members shall be conclusively determined to have given a

1 release of any and all Released PAGA Claims against the Released Parties, as set forth in the
2 Settlement Agreement and Class Notice.

3 14. It is hereby ordered that Defendant will make a deposit of Two Hundred Twenty-
4 Five Thousand Dollars (\$225,000.00) into a qualified settlement fund (“QSF”) to be established
5 by the Settlement Administrator (“First Installment”). Within twelve (12) months of payment of
6 the First Installment, Defendant will make a deposit of One Hundred Twelve Thousand Five
7 Hundred Dollars (\$112,500.00) into the QSF established by the Settlement Administrator
8 (“Second Installment”). Within twelve (12) months of the payment of the Second Installment,
9 Defendant will make a deposit of One Hundred Twelve Thousand Five Hundred Dollars
10 (\$112,500.00) into the QSF established by the Settlement Administrator as the third and final
11 installment of the Total Settlement Amount (“Third and Final Installment”), in accordance with
12 the terms and methodology set forth in the Settlement Agreement.

13 15. It is hereby ordered that within twenty (20) calendar days of receipt of the First
14 Installment of the Total Settlement Amount, the Settlement Administrator will issue Individual
15 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA
16 Members, and the Enhancement Awards to Plaintiffs. Within seven (7) calendar days of receipt
17 of the Second Installment of the Total Settlement Amount, the Settlement Administrator will
18 issue the LWDA Payment to the Labor and Workforce Development Agency. It is further
19 ordered that within seven (7) calendar days of receipt of the Third and Final Installment of the
20 Total Settlement Amount, the Settlement Administrator will issue payments due under the
21 Settlement and approved by the Court as follows: (a) Attorneys’ Fees and Costs to Class
22 Counsel; and (b) Settlement Administration Costs to the Settlement Administrator, in accordance
23 with the terms and methodology set forth in the Settlement Agreement.

24 16. Each Individual Settlement Payment and Individual PAGA Payment check will be
25 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
26 issued. Any settlement checks which remain uncashed after that date shall be transferred to the
27 California State Unclaimed Wage Fund. Settlement Class Members whose Individual Settlement
28 Payment checks are cancelled shall, nevertheless, be bound to the Class Settlement. PAGA

1 Members whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound to
2 the PAGA Settlement.

3 17. After entry of this Final Approval Order and Judgment, pursuant to California
4 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
5 implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
6 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise
7 and adjudicate any dispute arising from or in connection with the distribution of settlement
8 benefits.

9 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
10 Settlement Class Members and PAGA Members by posting a copy of the Final Approval Order
11 and Judgment on the Settlement Administrator’s website within three (3) business days of receipt
12 for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
13 Order and Judgment. Individualized notice is not required.

14 19. A Non-Appearance Case Review Re: Distribution is scheduled for December 16,
15 2024 in Department 1 of the above-captioned Court.

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17 Dated: EBCI EBCI



A handwritten signature in black ink that reads 'Stuart M. Rice'.

Stuart M. Rice / Judge

Honorable Stuart M. Rice
Judge of the Superior Court