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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **LOS ANGELES COUNTY**

14 ERIKA NUNEZ, on behalf of herself and others
15 similarly situated,

16 Plaintiff,

17 vs.

18 ANSIBLE GOVERNMENT SOLUTIONS LLC,
a Delaware Corporation, and DOES 1-50,
19 inclusive,

20 Defendants.
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FILED
Superior Court of California
County of Los Angeles
08/06/2025

David W. Stryke, Executive Officer / Clerk of Court

By: T. Lewis Deputy

Case No: 22STCV35081

CLASS-ACTION

**[PROPOSED] AMENDED ORDER
GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT AND
APPLICATION FOR CLASS COUNSEL
FEES, CLASS COUNSEL COSTS,
SERVICE PAYMENTS, AND FINAL
JUDGMENT THEREON**

1 On June 21, 2024, a hearing was held on Plaintiff ERIKA NUNEZ's unopposed Motion for
2 Final Approval of the Class Action Settlement and Motion for Class Counsel Fees, Class Counsel
3 Costs, and Service Payment.

4 The Parties have submitted their settlement and release agreement ("Settlement"), which
5 this Court preliminarily approved on February 26, 2024 (the "Preliminary Approval Order"). Under
6 the Preliminary Approval Order, Class Members have been given adequate notice of the terms of
7 the Settlement and the opportunity to object to it or to exclude themselves from it.

8 Having received and considered the Settlement, the supporting papers filed by the Parties,
9 and the evidence and argument received by the Court before entering the Preliminary Approval
10 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
11 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
12 DETERMINATIONS as follows:

13 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
14 Order and Judgment adopts all defined terms set forth in the Settlement.

15 2. For settlement purposes only, the Court grants certification of the Class. The Class
16 is defined as: All persons who are employed or have been employed by Defendant in the State of
17 California as hourly, non-exempt employees at any time between November 3, 2018, to September
18 22, 2023.

19 3. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class Action
20 Settlement and Final Approval Hearing ("Class Notice") was sent to each Class Member on March
21 12, 2024, by first-class mail. The Class Notice informed Class Members of the terms of the
22 Settlement, their right to receive an Individual Settlement Payment, their right to comment on or
23 object to the Settlement and/or the attorneys' fees and costs, their right to elect not to participate in
24 the Settlement and pursue their own remedies, their right to appear in person and/or by counsel at
25 the Final Approval Hearing and be heard regarding approval of the Settlement, and of other actions
26 pending against Defendants. Adequate periods of time were provided by each of these procedures.

27 4. The Court finds and determines that this notice procedure afforded adequate
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1 protections to Class Members and provides the basis for the Court to make an informed decision
2 regarding approval of the Settlement based on the responses of Class Members. The Court finds
3 and determines that the notice provided in this case was the best notice practicable, which satisfied
4 the requirements of law and due process.

5 5. The Court finds and determines that no individuals have requested to be excluded
6 from the Settlement.

7 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
8 determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to
9 each Class Member and that the Participating Class Members will be bound by the Settlement, that
10 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
11 should be and hereby are ordered to be consummated.

12 7. The Court finds and determines that the all-inclusive Gross Settlement Amount in
13 the amount of \$450,000.00 and the Individual Settlement Payments to be paid to the Participating
14 Class Members under the Settlement are fair and reasonable. The Court hereby grants final approval
15 to and orders the payment of those amounts to be distributed to the Participating Class Members
16 out of the Net Settlement Amount in accordance with the Settlement. Pursuant to the terms of the
17 Settlement, the Settlement Administrator is directed to make the payments to each Participating
18 Class Member.

19 8. The Court finds and determines that the Settlement Administration Cost for the
20 Settlement in the amount of \$8,500 is fair and reasonable. The Court hereby grants final approval
21 to and orders that the payment of that amount be paid out of the Gross Settlement Amount to the
22 Settlement Administrator in accordance with the Settlement.

23 9. The Court finds and determines that the request by Plaintiff ERIKA NUNEZ for a
24 Service Payment is fair and reasonable and hereby orders that the requested payment in the amount
25 of \$10,000 be paid to Plaintiff out of the Gross Settlement Amount.

26 10. The Court further finds and determines that the request by Class Counsel for the
27 Class Counsel Fee is fair and reasonable and hereby orders that \$150,000 (33.33% of the Gross
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Settlement Amount) be paid to Koul Law Firm and Majarian Law Group, APC, out of the Gross Settlement Amount.

11. The Court also finds and determines that the request by Class Counsel for Class Counsel Expenses is fair and reasonable and hereby orders that \$14,901.10 be paid to Koul Law Firm and Majarian Law Group, APC, out of the Gross Settlement Amount.

12. Upon disbursement of the settlement payments, the Parties became aware that seven (7) individuals who should have been included in the Class List were inadvertently omitted, and consequently did not receive Individual Settlement Payments. Based on the value attributed to work weeks and pay periods under the settlement, the Parties have jointly determined the appropriate settlement amounts owed to each of these seven Class Members "Supplemental Settlement Payments."

13. The Court hereby approves additional supplemental payments totaling \$33,109.90, of which \$11,036.79 (33.33%) shall be payable as attorneys' fees. Defendant is directed to promptly distribute the supplemental settlement amounts directly to the seven affected Class Members listed below in accordance with the calculated amounts agreed upon by the Parties. Defendant shall separately pay the employer-side payroll taxes applicable to these supplemental payments. Defendant is further directed to issue payment of attorneys' fees to Class Counsel.

14. These supplemental distributions shall be treated identically to the previously approved settlement payments, subject to all applicable tax withholdings and reporting requirements, and shall be made payable to: Angel Nieto, Annette Casarez, Derek Flores, Jody Ortiz, Lesley Valencia, Samantha Kalinowski, and Shaleah Mathews.

15. Defendant is further directed to provide written confirmation to the Parties upon completion of the supplemental payments. All other terms and provisions of the original Settlement Agreement and Final Approval Order remain in full force and effect.

16. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer-side taxes, the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

1 17. Upon entry of this Final Approval Order and funding of the Gross Settlement
2 Amount, as well as employer side taxes, Plaintiff, the Labor Commissioner/LWDA on behalf of
3 the State of California, and all PAGA Aggrieved Employees will forever completely release and
4 discharge the Released Parties from the Released PAGA Claims through the PAGA Period.

5 18. Pursuant to the terms of the Settlement, Plaintiff makes an additional general
6 releases as defined in the Settlement. Plaintiff expressly waives and relinquishes all rights and
7 benefits afforded by Section 1542 which states:

8 **A general release does not extend to claims which the creditor or releasing**
9 **party does not know or suspect to exist in her or her favor at the time of**
10 **executing the release and that, if known by him or her, would have materially**
11 **affected his or her settlement with the debtor or released party.**

12 19. Nothing in this Order shall preclude any action to enforce the Parties' obligations
13 under the Settlement or under this Order, including the requirement that Defendant make payment
14 in accordance with the Settlement.

15 20. If, for any reason, the Settlement ultimately does not become Final (as defined by
16 the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective
17 positions in the action as those positions existed immediately before the Parties executed the
18 Settlement; and nothing stated in the Settlement or any other papers filed with this Court in
19 connection with the Settlement will be deemed an admission of any kind by any of the Parties or
20 used as evidence against, or over the objection of, any of the Parties for any purpose in the Action
21 or in any other action.

22 21. The Parties entered into the Settlement solely for the purpose of compromising and
23 settling disputed claims. Defendant in no way admits any violation of law or any liability
24 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being expressly
25 denied by Defendant.

26 22. All uncashed settlement checks will be Bet Tzedek Employment Rights Project
27 pursuant to CCP 384(b), the Parties designated *cy pres* recipient.

28 23. By means of this Final Approval Order, this Court hereby enters final judgment in

1 this Action.

2 24. Without affecting the finality of this Final Approval Order and Judgment in any
3 way, pursuant to California Rules of Court, 3.769(h), the Court retains jurisdiction of all matters
4 relating to the interpretation, administration, implementation, effectuation and enforcement of this
5 Order, Judgment and the Settlement under Code of Civil Procedure § 664.6.

6 25. The Parties are hereby ordered to comply with the terms of the Agreement.

7 26. Each side is to bear its own costs and attorneys' fees except as provided by the
8 Settlement and this Final Approval Order and Judgment.

9 27. The Court sets a final accounting hearing for November 12, 2025^{at 9:30 am}. Plaintiff
10 must file a final report and second amended Final Approval Order and Judgment confirming the
11 Supplemental Settlement Payments, and setting forth the amount distributed to the *cy pres* recipient
12 9 days before the final accounting hearing.

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15 DATED: 08/06/2025

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17 THE HON. DAVID S. CUNNINGHAM III