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8 individually, and on behalf of all others similarly
9 situated

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF YUBA

12
13 VERONICA SANCHEZ, individually, and
14 on behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 LAKEVIEW CENTER, a California
18 Corporation, RHONDA HOWE, an
19 individual; and DOES 1-20, inclusive;

20 Defendants.

CASE NO. CVCV20-00425

**PROPOSED ORDER GRANTING
FINAL APPROVAL AND
JUDGMENT**

*[Filed Concurrently With Motion For
Final Approval and Supporting
Declarations]*

Date: October 7, 2024

Time: 10:00 a.m.

Department: 4

Complaint Filed: May 20, 2020

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2 This matter came on for hearing on October 7, 2024, in the above-entitled court, on the
3 Motion for Final Approval of Class Action Settlement. Having fully reviewed and considered the
4 moving papers, and having analyzed the Joint Stipulation of Settlement and Release of Class
5 Action (“Settlement Agreement”) between Plaintiff Veronica Sanchez (“Plaintiff”) and
6 Defendants Lakeview Center, Inc. and Rhonda Howe (“Defendants”) (collectively “Parties”),
7 attached to the Declaration of Daniel J. Bass as Exhibit “A” and incorporated by reference in full
8 and made a part of this Order, **THIS COURT HEREBY ENTERS THE FOLLOWING
ORDERS AND JUDGMENT:**

9 1. All defined terms contained herein shall have the same meanings as those set forth
10 in the Agreement.

11 2. This Court has jurisdiction over the claims of the Class Members asserted in this
12 proceeding and over all parties to the Action.

13 3. The Court finds that the applicable requirements of California Code of Civil
14 Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with
15 respect to the Class and the Agreement. The Court hereby makes final its earlier provisional
16 certification of the class for settlement purposes only, as set forth in the Order Granting Preliminary
Approval.

17 4. For purposes of final approval of settlement, Plaintiff is further appointed as Class
18 Representative, and Ronald W. Makarem and Daniel J. Bass of Makarem & Associates, APLC
19 (“Plaintiff’s Counsel or Class Counsel”) are appointed as Class Counsel.

20 5. The Notice given to Class Members informed Class Members of all material
21 elements of the settlement and of their opportunity to object to or to seek exclusion from the
22 Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient
23 notice to all Class Members; and complied fully with the laws of the state of California, the United
24 States Constitution, due process and other applicable law. The Notice fairly and adequately
25 described the terms of the settlement and provided Class Members adequate instructions and a
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2 variety of means to obtain additional information regarding the settlement to enter judgment
3 thereon.

4 6. Pursuant to California law, the Court hereby grants final approval to the settlement
5 and finds it fair, reasonable and adequate, and in the best interests of the Class as a whole to enter
6 judgment thereon. More specifically, the Court finds that the settlement was reached following
7 meaningful discovery and investigation conducted by Class Counsel; that the settlement is the
8 result of serious, informed, adversarial, and arm's-length negotiations between the parties; and that
9 the terms of the settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
10 has considered all of the evidence presented, including evidence regarding the strength of
11 Plaintiff's case; the risks, expenses, and complexity of the claims presented; the likely duration of
12 further litigation; the amount offered in the settlement; the extent of investigation and discovery
13 completed; and the experience and views of Class Counsel. Further, the Court has considered the
14 lack of objections from the settlement by Class Members. Accordingly, the Court enters judgment
15 against the Defendants and directs that the settlement be affected in accordance with the
16 Agreement, and the following terms and conditions.

17 7. As a full opportunity has been afforded to the Class Members to participate in this
18 hearing, and all Class Members and other persons wishing to be heard have been heard. Class
19 Members also have had a full and fair opportunity to exclude themselves from the settlement and
20 Class. Accordingly, the Court determines that all Class Members who did not timely request
21 exclusion from the settlement are bound by this Order and Judgment.

22 8. Judgment is entered against Defendants in the amount of \$250,000.00 in
23 accordance with the Settlement. It is hereby ordered that Defendants shall fully fund the Gross
24 Settlement Amount in accordance with the Agreement. According to the Settlement Agreement
25 "Effective Date" means the date when all of the following events have occurred: (a) this Stipulation
26 has been executed by all Parties and by Class Counsel; (b) the Court has given preliminary
approval to the Settlement; (c) notice has been given to the Settlement Class Members providing
them with an opportunity to Opt-Out of the Class Settlement; (d) the Court has held a Final

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2 Approval and Fairness Hearing and entered a final order and judgment certifying the Class and
3 approving this Stipulation; (e) notice of final judgment has been given to the Settlement Class
4 Members pursuant to California Rules of Court, rule 3.771(b); and (f) the later of the following
5 events: the expiration of the period for filing any appeal, writ, or other appellate proceeding
6 opposing the Class Settlement has elapsed without any appeal, writ or other appellate proceeding
7 having been filed; or the dismissal of any appeal, writ, or other appellate proceeding opposing the
8 Class Settlement with no right to pursue further remedies or relief; or any appeal, writ, or the
9 issuance of such other final appellate order upholding the Court's final order with no right to pursue
further remedies or relief.

10 9. The Settlement Administrator shall distribute to Class Counsel the attorneys' fees
11 and expenses approved by the Court to Class Counsel no later than 30 days after the Effective
Date.

12 10. The Settlement Administrator shall distribute to the Class Representative the
13 Incentive Award approved by the Court no later than 30 days after the Effective Date.

14 11. In accordance with the Settlement Agreement, the Settlement Administrator shall
15 make every effort to pay the Employee's Taxes and Required Withholding associated with each
16 Class Participant's Individual Settlement Amount and mail the Individual Settlement Amount to
17 each Class Participant, by first class U.S. mail, to the last-known address no later than thirty (30)
18 days after the Effective Date. If the Settlement Administrator is not able to do so within the time
19 period set forth above, it shall so inform Class Counsel and Defense Counsel and provide an
20 approximate date by which the Employee's Taxes and Required Withholding shall be paid and the
21 Individual Settlement Amounts will be mailed. Under no circumstances shall the Settlement
22 Administrator distribute checks to Class Participants until all Individual Settlement Amounts have
23 been considered, calculated, and accounted for, and all of the remaining monetary obligations have
24 been calculated and accounted for. Within one-hundred twenty (120) days of mailing the
25 Individual Settlement Amounts to Class Participants, the Settlement Administrator shall file with
the Court and provide to Class Counsel a declaration of payment. Any funds associated with checks

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2 that have not been cashed within 90 days, will become void and the Individual Settlement Amount
3 associated with the un-cashed check will be distributed pursuant to Code of Civil Procedure section
4 384 to the “Hands of Hope” or other cy pres beneficiary to be selected by the Parties and approved
5 by the Court.

6 12. The Settlement Administrator shall issue payment to itself in the amount of \$8,500
7 for services performed and costs incurred in the administration of the settlement in accordance
8 with the Agreement and the terms and conditions of this Order.

9 13. The Court finds that the Class Representative Incentive Payment sought is fair and
10 reasonable for the work performed by named Plaintiff on behalf of the Class. It is hereby ordered
11 that the Settlement Administrator issue a service payment in the amount of \$10,000 to Plaintiff
12 Veronica Sanchez.

13 14. The Court has found that Class Counsel’s request for attorneys’ fees in the amount
14 of \$82,500 falls within the range of reasonableness, and the result achieved justifies the award
15 sought. The requested fees are fair, reasonable, and appropriate, and are hereby approved. It is
16 hereby ordered and adjudged that the Settlement Administrator issue payment to Class Counsel of
17 \$82,500 to Makarem & Associates, APLC for attorneys’ fees.

18 15. The Court found that Class Counsel’s request for litigation costs in the amount of
19 \$9,920.76 is reasonable, and approved. It is hereby ordered and adjudged that the Settlement
20 Administrator issue payment to Class Counsel of \$9,920.76 to Makarem & Associates, APLC for
21 reimbursement of litigation costs.

22 16. With this final approval of the settlement, the Court hereby enters judgment by
23 which, as of the Effective Date - defined in the Settlement Agreement- each Settlement Class
24 Member, “except those who timely Opt-Out, will be bound to the release of Released Claims as a
25 result of the Class Settlement and to the terms of the final judgment and the satisfaction of such
26 judgment.” Pursuant to the settlement agreement “Released Claims” shall mean “any and all
claims, obligations, demands, actions, rights, causes of action, and liabilities against Released
Parties (as defined below), of whatever kind and nature, character, and description, whether in law

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2 or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance,
3 regulation, common law, or other source of law, whether known or unknown, and whether
4 anticipated or unanticipated that were asserted in the Complaint or could have been asserted in the
5 Action that accrued during the Class Period and arising from the facts, allegations, or legal theories
6 set forth in the Complaint, including but not limited to the alleged denial of meal periods and rest
7 breaks; the alleged failure to pay overtime wages, including for miscalculation of the regular rate
8 of pay; the alleged failure to pay all minimum wages; the alleged failure to pay minimum or
9 overtime wages for all hours worked; the alleged failure to properly paid piece rate wages; the
10 alleged failure to provide separate compensation for rest periods; the alleged failure to provide
11 accurate itemized wage statements; the alleged failure to timely pay all wages due during
12 employment; the alleged failure to maintain required records; and the alleged failure to timely and
13 fully pay all wages due upon separation from employment.”

14 17. Pursuant to the Settlement Agreement, “Plaintiff, on behalf of herself and her
15 dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, agents,
16 trustees, conservators, guardians, personal representatives, and successors-in-interest, whether
17 individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other
18 capacity, shall and does hereby forever release, discharge and agree to hold harmless the Released
19 Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
20 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and
21 expenses (including attorney fees and costs), known or unknown, at law or in equity, which she
22 may now have or may have after the signing of this Stipulation, arising out of or in any way
23 connected with her employment with Defendants including, the Released Claims, claims that were
24 asserted or could have been asserted in the Complaint, and any and all transactions, occurrences,
25 or matters between the Parties occurring prior to the date this Stipulation is fully executed. Without
26 limiting the generality of the foregoing, this release shall include, but not be limited to, any and all
claims under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights
Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e)

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2 the Age Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as
3 amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended;
4 (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k)
5 the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair
6 Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p)
7 the California Government Code; (q) the California Civil Code; and (r) any and all other federal,
8 state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based
9 on constitutional, statutory, common law or regulatory grounds as well as any other claims based
10 on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud,
11 misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional
12 distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules
13 or laws. This release is for any and all relief, no matter how denominated, including, but not limited
14 to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages,
15 liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs,
16 and Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendants and the
Released Parties from any and all claims for attorney fees and costs arising out of the matters
released in this Stipulation.” Plaintiff’s release includes a Section 1542 waiver.

17 18. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h),
18 the Court shall retain continuing jurisdiction solely for purposes of addressing: (i) the interpretation
19 and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii)
20 such post-Judgment matters as may be appropriate under court rules or as set forth in this
21 Agreement. The Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court
22 for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
Stipulation of Settlement and all orders and judgments entered in connection therewith.

23 19. The Court has set a Final Compliance Hearing on _____, 2024 at __:__.m.
24 in Department 4 of the above-entitled court for review and approval of a final compliance status
25 report due no later than five (5) court days in advance of the compliance hearing.
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IT IS SO ORDERED.

Dated: _____, 2024

Judge of the Superior Court

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