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Attorneys for Plaintiffs Fabio Zambrano and Martha Castillo,
individually, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FABIO ZAMBRANO and MARTHA
CASTILLO, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

GATEWAYS HOSPITAL AND MENTAL
HEALTH CENTER; and DOES 1 through
20, inclusive,

Defendants.

Case No. 20STCV15989

Assigned for All Purposes to:
Hon. Maren E. Nelson
Dept. 17

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

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TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:
PLEASE TAKE NOTICE that the Honorable Maren Nelson in Department 17 of the above-entitled Court granted final approval of the class action settlement in this action and issued Judgment. Attached hereto as **Exhibit A** is a true and correct copy of the Final Order and attached hereto as **Exhibit B** is a true and correct copy of the Final Judgment.

Dated: January 18, 2023

AEGIS LAW FIRM, PC

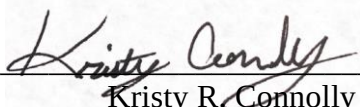
By: 
Kristy R. Connolly
Attorneys for Plaintiffs

EXHIBIT A

FILED
LOS ANGELES SUPERIOR COURT

OCT 26 2022

SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK
BY N. Navarro Deputy
NANCY NAVARRO

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

FABIO ZAMBRANO and MARTHA
CASTILLO, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

GATEWAYS HOSPITAL AND MENTAL
HEALTH CENTER; and DOES 1 through
20, inclusive,

Defendants.

Case No.: 20STCV15989


**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: October 26, 2022
Time: 9:00 a.m.
Dept.: SSC-17

I. BACKGROUND

Plaintiffs Fabio Zambrano and Martha Castillo sue their former employer, Gateways Hospital and Mental Health Center, for alleged wage and hour violations. Defendant is a non-profit organization offering mental health services in the Greater

1 Los Angeles area. Plaintiffs seek to represent a class of Defendant's current and former
2 non-exempt employees.

3 On April 24, 2020, Plaintiff Zambrano his complaint. On July 23, 2020,
4 Plaintiffs filed the First Amended Complaint, adding Martha Castillo as a named
5 plaintiff and additional class representative. Plaintiffs allege causes of action for: (1)
6 failure to pay overtime wages (Labor Code §§ 510, 511, 1194, 1198); (2) failure to
7 provide meal periods (Labor Code §§ 226.7, 512); (3) failure to permit rest breaks
8 (Labor Code § 226.7); (4) failure to provide accurate wage statements (Labor Code §
9 226); (5) failure to pay all wages due upon separation of employment (Labor Code §§
10 201, 202, 203); (6) failure to reimburse necessary business expenses (Labor Code §§
11 2800, 2802); (7) violation of Business and Professions Code § 17200, et seq.; and (8)
12 enforcement of Labor Code §§ 2698, et seq. ("PAGA").

13 On July 1, 2021, the parties attended a mediation session with Jeffrey Krivis and
14 reached a settlement. The parties subsequently finalized the terms in the *Joint*
15 *Stipulation of Settlement* ("Settlement Agreement"), a copy of which was attached to
16 the Declaration of Kristy S. Connolly ISO Prelim as Exhibit 1.

17 On January 3, 2022, the Court issued a "checklist" for the parties to address
18 several deficiencies. In response, Plaintiffs filed supplemental briefing and an
19 Amended Settlement Agreement, a copy of which is attached to the Supplemental
20 Declaration of Kristy S. Connolly ISO Prelim as Exhibit 3.

21 The settlement was preliminarily approved on June 14, 2022. Notice was given
22 to the Class Members as ordered (see Declaration of Evelin Reyes). Now before the
23 Court is Plaintiff's motion for final approval of the Settlement Agreement, including for
24 payment of fees, costs, and a service award to the named plaintiffs. For the reasons set
25 forth below, the Court grants final approval of the settlement.

II. THE TERMS OF THE SETTLEMENT

A. SETTLEMENT CLASS DEFINITION

“Class” means all current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period. (¶I.c) “Class Member(s)” means all members of the Class. (¶I.f)

“Class Period” means April 24, 2016 through September 1, 2021 or the date the Court grants preliminary approval, whichever is sooner. (¶I.g)

“PAGA Group Members” means all Class Members employed by Defendant at any time between April 24, 2019 through September 1, 2021 or the date the Court grants preliminary approval, whichever is sooner. (¶I.bb)

“PAGA Period” means April 24, 2019 through September 1, 2021 or the date the Court grants preliminary approval, whichever is sooner. (¶I.cc)

“Participating Class Member(s)” is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Payment. (¶I.dd)

B. THE MONETARY TERMS OF SETTLEMENT

The essential monetary terms are as follows:

- The Gross Settlement Amount (“GSA”) is \$700,000 (¶I.n). This includes payment of a PAGA penalty of \$20,000 to be paid 75% to the LWDA (\$15,000) and 25% to PAGA Group Members (\$5,000) (¶I.aa);

- 1 ○ Right of Plaintiff to Adjust Gross Settlement Amount: Defendant has
2 estimated the number of Class Members as 754 and the number of
3 workweeks was 77,000. If the number of Class Members exceeds 754 or
4 the number of workweeks exceeds 77,000 by more than 10% as of the end
5 of the Class Period, there will be a pro rata adjustment to the Gross
6 Settlement Amount of \$928.38 per additional Class Member or \$9.09 per
7 additional workweek, whichever is greater. (¶3.04.e)

8 The Net Settlement Amount (“Net”) (\$411,166.67) is the GSA less:

- 9 ○ Up to **\$233,333.33** (33 1/3%) for attorney fees (¶3.06.b);
10 ○ Up to **\$15,000** for attorney costs (*Ibid.*);
11 ○ Up to **\$10,000 total [\$5,000 each]** for service awards to the proposed
12 class representatives (¶3.06.d); and
13 ○ Estimated **\$10,500** for settlement administration costs (¶3.06.c).
- 14 • Employer-side payroll taxes will be paid will be paid by Defendant separate
15 from and in addition to the GSA (¶I.n)
- 16 • Assuming the Court approves all maximum requested deductions, approximately
17 \$411,389.57 will be available for automatic distribution to participating class
18 members. The average settlement share will be approximately \$530.82.
19 (\$411,389.57 Net ÷ 775 class members = \$530.82). In addition, each PAGA
20 Group Member will receive a portion of the PAGA penalty (\$5,000 or 25% of
21 \$20,000 PAGA penalty).
- 22 • There is no Claim Requirement (¶I.dd).
- 23 • The settlement is not reversionary (¶I.n).
- 24 • Individual Settlement Share Calculation: The Parties agree that the Net
25 Settlement Amount shall be divided between all Participating Class Members in

1 proportion to the number of individual Qualifying Workweeks for each Class
2 Member. To calculate the minimum amount each Class Member will receive
3 based on their individual Qualifying Workweeks, the Net Settlement Amount
4 will be divided by the total number of Qualifying Workweeks by all Class
5 Members during the Class Period and then allocated on a pro rata basis.

6 Qualifying Workweeks will be rounded up to the next whole integer. (§3.06.f)

- 7 ○ The PAGA Settlement Amount to be distributed to PAGA Group
8 Members shall be divided between all PAGA Group Members in
9 proportion to the number of pay periods that each PAGA Group Member
10 worked during the PAGA Period. To calculate the minimum amount each
11 PAGA Group Member will receive based on their individual pay periods,
12 25% of the PAGA Settlement Amount (or \$15,000) will be divided by the
13 total number of pay periods worked by all PAGA Group Members during
14 the PAGA Period and then allocated on a pro rata basis. Pay periods will
15 be rounded up to the next whole integer. (*Ibid.*)

- 16 • Tax Withholdings: Each Individual Settlement Payment will represent wages
17 and penalties allocated using the following formula: 20% allocated to wages;
18 80% allocated to interest and penalties. The PAGA Settlement Amount to be
19 distributed to PAGA Group Members are to be considered 100% penalties.
20 (§3.06.f).
- 21 • Funding of Settlement: Within five (5) court days after the Court enters Final
22 Order, Class Counsel shall file and serve Defendant with a Notice of Entry of
23 Final Order and Judgment, and provide the same to the Settlement
24 Administrator. (§3.05) Within fifteen (15) business days after Defendant has
25 been served by Class Counsel with Notice of Entry of Final Order approving the

1 settlement pursuant to Section 3.05, Defendant shall transfer the Gross
2 Settlement Amount plus Defendant's share of employer-side payroll taxes into a
3 QSF established by the Settlement Administrator either directly or by sending
4 the funds to the Settlement Administer to be deposited and distributed. (§3.06.a)

- 5 ○ Default on Payment: Defendant's failure to fund the Gross Settlement
6 Amount within fifteen (15) business days after the date that the Class
7 Counsel serves Defendant with Notice of Entry of Final Order approving
8 the Settlement shall be considered a default. In the event Defendant fails
9 to timely fund the Gross Settlement Amount, the Settlement
10 Administrator will provide notice to Class Counsel and Defendant's
11 counsel within three (3) business days of the missed payment. Thereafter,
12 Defendant shall have seven (7) days to cure the default and tender
13 payment to the Settlement Administrator. In the event Defendant fails to
14 cure the default within the times set forth herein, Named Plaintiffs may
15 elect to enter judgment against Defendant, on an ex parte basis, for the
16 balance of the unpaid Gross Settlement Amount to date, and Named
17 Plaintiffs will be entitled to recover interest at ten percent (10%) per year
18 from the due date for such payment and reasonable attorneys' fees and
19 costs. (§3.06.g)

- 20 • Disbursement: Within ten (10) court days after receiving Defendant's payment,
21 funding the Gross Settlement Amount in full, the Settlement Administrator will
22 pay the Individual Settlement Payments to Participating Class Members, Class
23 Counsel's attorneys' fees and costs, LWDA Payment, the Incentive Awards, and
24 employer and employee tax withholdings applicable to the Net Settlement
25 Amount allocated to wages. Prior to this distribution, the Settlement

1 Administrator will perform a search based on the National Change of Address
2 Database to update and correct for any known or identifiable address changes.

3 (*Ibid.*)

- 4 • Uncashed Settlement Payment Checks: Participating Class Members shall have
5 180 days from the date their Individual Settlement Payment checks are dated to
6 cash their Settlement checks. Any checks that are not cashed upon the expiration
7 of that 180-day time period will be void, and the uncashed funds shall be paid to
8 the State Controller Unclaimed Property Fund in the name of the Class Member
9 for whom the funds are designated. (§3.06.f)

10 **C. TERMS OF RELEASES**

- 12 • Released Claims by Class Members: Upon the date Defendant transfers the
13 Gross Settlement Amount, Named Plaintiffs and Participating Class Members
14 who do not opt out of the Settlement, release the Released Parties from any and
15 all claims alleged in Named Plaintiffs' Operative Complaint, during the Class
16 Period, including: (1) failure to pay overtime wages (2) failure to provide meal
17 periods (3) failure to authorize or permit rest periods (4) failure to pay wages
18 upon separation of employment and within the required time (5) failure to
19 furnish accurate itemized wage statements wage statement violations (6) failure
20 to reimburse necessary business expenses (7) violation of California Business
21 and Professions Code §§17200, et seq. ("Released Claims"). (§5.01)
- 22 • Released Claims by PAGA Group Members: Upon the date of funding the GSA,
23 the State of California and PAGA Group Members release the Released Parties
24 from all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged
25

1 in the operative complaint, which arose during the PAGA Period, regardless of
2 whether PAGA Group Members opt out of the Class Settlement. (§5.02)

3 ○ Copies of Plaintiffs' LWDA Letters are attached to the Supplemental
4 Declaration of Kristy R. Connolly ISO Prelim as Exhibits 4 and 5.

- 5 • "Released Parties" means Defendant, and each of its parent companies,
6 subsidiaries, affiliates, current and former management companies, agents
7 (including without limitation, any investment bankers, accountants, insurers,
8 reinsurers, attorneys and any past, present or future officers, directors and
9 employees) predecessors, successors, and assigns. (§I.hh)
- 10 • The named Plaintiff will also provide a general release and a waiver of the
11 protections of Cal. Civ. Code §1542. (§5.03)
- 12 • The releases are effective upon the date Defendant transfers the Gross Settlement
13 Amount, which is to occur within fifteen (15) business days after Defendant has
14 been served by Class Counsel with Notice of Entry of Final Order approving the
15 settlement. (§3.06.a)

16 17 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

18 "Before final approval, the court must conduct an inquiry into the fairness of the
19 proposed settlement." Cal. Rules of Court, rule 3.769(g). "If the court approves the
20 settlement agreement after the final approval hearing, the court must make and enter
21 judgment. The judgment must include a provision for the retention of the court's
22 jurisdiction over the parties to enforce the terms of the judgment. The court may not
23 enter an order dismissing the action at the same time as, or after, entry of judgment."
24 Cal. Rules of Court, rule 3.769(h).

1 As discussed more fully in the Order conditionally approving the settlement, “[i]n
2 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
3 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
4 action. The purpose of the requirement [of court review] is the protection of those class
5 members, including the named plaintiffs, whose rights may not have been given due
6 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
7 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
8 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
9 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
10 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
11 extent necessary to reach a reasoned judgment that the agreement is not the product of
12 fraud or overreaching by, or collusion between, the negotiating parties, and that the
13 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
14 quotation marks omitted].

15 “The burden is on the proponent of the settlement to show that it is fair and
16 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
17 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
18 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
19 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
20 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
21 1802. Notwithstanding an initial presumption of fairness, “the court should not give
22 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
23 116, 130. “Rather, to protect the interests of absent class members, the court must
24 independently and objectively analyze the evidence and circumstances before it in order
25 to determine whether the settlement is in the best interests of those whose claims will be

1 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
2 that determination, the court should consider factors such as “the strength of plaintiffs’
3 case, the risk, expense, complexity and likely duration of further litigation, the risk of
4 maintaining class action status through trial, the amount offered in settlement, the extent
5 of discovery completed and stage of the proceedings, the experience and views of
6 counsel, the presence of a governmental participant, and the reaction of the class
7 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
8 the court is free to engage in a balancing and weighing of factors depending on the
9 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

10 **A. A PRESUMPTION OF FAIRNESS EXISTS**

11 The Court preliminarily found in its Order of June 14, 2022 that the presumption
12 of fairness should be applied. No facts have come to the Court’s attention that would
13 alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption
14 of fairness as set forth in the preliminary approval order.

15 **B. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

16 The settlement was preliminarily found to be fair, adequate and reasonable.
17 Notice has now been given to the Class and the LWDA. The notice process resulted in
18 the following:

19 Number of class members: 777

20 Number of notices mailed: 777

21 Number of undeliverable notices: 2

22 Number of opt-outs: 2

23 Number of objections: 0

24 Number of participating class members: 775

25 (Declaration of Evelin Reyes (“Reyes Decl.”) ¶¶ 6-14.)

1 The Court finds that the notice was given as directed and conforms to due process
2 requirements. Given the reactions of the Class Members and the LWDA to the proposed
3 settlement and for the reasons set for in the Preliminary Approval order, the settlement is
4 found to be fair, adequate, and reasonable.

5 **C. CLASS CERTIFICATION IS PROPER**

6 For the reasons set forth in the preliminary approval order, certification of the
7 Class for purposes of settlement is appropriate.

8 **D. ATTORNEY FEES AND COSTS**

9 Class Counsel requests **\$233,333.33** (33 1/3%) for attorney fees and **\$14,777.10**
10 for costs. (MFA at 8:22-24, 16:2-4.)

11 Courts have an independent responsibility to review an attorney fee provision and
12 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
13 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
14 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
15 503.

16 In the instant case, fees are sought pursuant to the percentage method, as cross
17 checked by lodestar. (MFA at pp. 8-15.) The \$233,333.33 fee request is approximately
18 one-third of the Gross Settlement Amount.

19 A lodestar is calculated by multiplying the number of hours reasonably expended
20 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
21 1095-1096 (*PLCM*). “Generally, ‘[t]he lodestar is calculated using the reasonable rate
22 for comparable legal services in *the local community* for noncontingent litigation of the
23 same type, multiplied by the reasonable number of hours spent on the case.’ ”
24 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*
25

1 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155
2 Cal.App.4th 1233, 1242-1243.

3 As to the reasonableness of the rate and hours charged, trial courts consider
4 factors such as “the nature of the litigation, its difficulty, the amount involved, the skill
5 required in its handling, the skill employed, the attention given, the success or failure,
6 and other circumstances.” *PLCM, supra*, 22 Cal.4th at p. 1096. “The evidence should
7 allow the court to consider whether the case was overstaffed, how much time the
8 attorneys spent on particular claims, and whether the hours were reasonably expended.”
9 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

10 Attorney Connolly represents that the hourly rates of her firm, Aegis Law Firm,
11 PC (“Aegis”) are comparable to those charged by other class action plaintiffs’ counsel
12 and the firms defending class actions, but provides only one case without a copy of any
13 order and refers to an unattached copy of the Laffey matrix. (Decl. of Kristy R. Connolly
14 ISO Final ¶39.) She represents that 311 hours of work were done by Aegis resulting in
15 \$195,470 in fees, and attaches a lodestar report listing the firm’s work performed on the
16 case organized by tasks. (*Id.* at ¶40, Exhibit 3 thereto.) The lodestar of \$195,470 implies
17 a multiplier of 1.19.

18 The claimed hourly rates for Aegis appear high for wage and hour matters in the
19 Southern California market, seeking between \$450 per hour and \$825 per hour. (*Id.* at
20 ¶41.) Furthermore, the Laffey matrix reference relied upon is of limited usefulness as it
21 does not break down for area of practice or geography. *Cf. Stratton v. Beck*, 9 Cal. App.
22 5th 483, 496, (2017) (hourly rate of \$450 was proper where lawyer had decades of
23 experience in labor matters and presented evidence of rates of \$500 to \$800 per hour—
24 charged by similarly experienced labor lawyers in the Los Angeles area); *Davis v. Brown*
25 *Shoe Co.* (E.D. Cal.) 2015 U.S. Dist. LEXIS 149010 (rates for experienced wage and

1 hour lawyers in Los Angeles \$695-\$395 per hour); *Ruiz v. JCP Logistics, Inc.* (C.D. Cal.
2 Aug. 12, 2016, No. SACV 13-1908-JLS (ANx)) 2016 U.S. Dist. LEXIS 189280, at *28-
3 30.) (rejecting Laffey matrix and setting \$600 per hour for experienced wage and hour
4 class action counsel).

5 Nonetheless, the **\$233,333.33** fee request represents a reasonable percentage of
6 the total funds paid by Defendant. Further, the notice expressly advised class members
7 of the fee request, and no one objected. (Reyes Decl. ¶14, Exhibit A thereto.)
8 Accordingly, the Court awards fees in the amount of **\$233,333.33**.

9 Class Counsel requests **\$14,777.10** in costs. This is less than the \$15,000 cap
10 provided in the settlement agreement (¶3.06.b). The amount was disclosed to Class
11 Members in the Notice, and no objections were received. (Reyes Decl. ¶14, Exhibit A
12 thereto.) Costs include: Mediation (\$8,000), Expert (\$2,287.50), and Complaint Filing
13 Fee (\$1,638.35). (Connolly Decl. ISO Final, Exhibit 4.)

14 The costs appear to be reasonable and necessary to the litigation, are reasonable
15 in amount, and were not objected to by the class.

16 For all of the foregoing reasons, costs of **\$14,777.10** are approved.

17 **E. SERVICE AWARDS TO CLASS REPRESENTATIVES**

18 A service (or incentive) fee award to a named class representative must be
19 supported by evidence that quantifies the time and effort expended by the individual and
20 a reasoned explanation of financial or other risks undertaken by the class representative.
21 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;
22 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395
23 [“Criteria courts may consider in determining whether to make an incentive award
24 include: (1) the risk to the class representative in commencing suit, both financial and
25 otherwise; (2) the notoriety and personal difficulties encountered by the class

1 representative; (3) the amount of time and effort spent by the class representative; (4) the
2 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the
3 class representative as a result of the litigation. (Citations.)”].

4 Here, the Class Representatives, Fabio Zambrano and Martha Castillo, request
5 enhancement awards of **\$5,000 each**, totaling **\$10,000**. (MFA at 1:19.) They urge that
6 the awards are appropriate for the following reasons:

7 In nearly identical declarations, both Plaintiffs represent that their contributions to
8 the action include: participating in conversations with their attorneys, providing them
9 with information related to their work conditions and Defendant’s company structure
10 and operations, searching for and providing documents to their attorneys, assisting their
11 attorneys with responding to written discovery requests, contacting their attorneys
12 regularly for case status updates, assisting their attorneys with preparation for the
13 mediation, and reviewing the settlement. Each Plaintiff estimates spending
14 approximately 20 hours on the case. Each Plaintiff also asserts that they are aware that
15 being a Class Representative would subject them to the risk of losing job opportunities
16 in the future, though neither has shown that this has occurred. (Declaration of Martha
17 Castillo ISO Final ¶¶ 4-12; Declaration of Fabio Zambrano ISO Final ¶¶ 4-12.)

18 In light of the above-described contributions to this action, and in
19 acknowledgment of the benefits obtained on behalf of the class, a **\$5,000** service award
20 to each Plaintiff is reasonable and approved.

21 **F. SETTLEMENT ADMINISTRATION COSTS**

22 The Settlement Administrator, Simpluris Inc., requests **\$10,500** in compensation
23 for its work in administering this case. (Reyes Decl. ¶16.) At the time of preliminary
24 approval, costs of settlement administration were estimated at \$10,500. (¶3.06.c.) Class
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Members were provided with notice of this amount and did not object. (Reyes Decl.
¶14, Exhibit A thereto.)

Accordingly, settlement administration costs are approved in the amount of
\$10,500.

IV. CONCLUSION AND ORDER

The Court hereby:

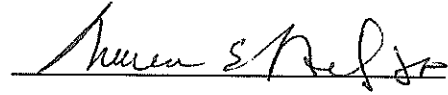
- (1) Grants class certification for purposes of settlement;
- (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- (3) Awards **\$233,333.33** in attorney fees to Class Counsel, Aegis Law Firm, PC;
- (4) Awards **\$14,777.10** in litigation costs to Class Counsel;
- (5) Approves payment of **\$15,000** (75% of \$20,000 PAGA penalty) to the LWDA;
- (6) Awards **\$5,000 each** as Class Representative Service Awards to Fabio Zambrano and Martha Castillo;
- (7) Awards **\$10,500** in settlement administration costs to Simpluris, Inc.;
- (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling and containing the class definition, full release language, and the names of the class members who opted out by 10/28/22, 2022;
- (9) Orders class counsel to provide notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor Code §2699 (1)(3); and
- (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of Settlement Funds for 8/24/25, at 8:30 a.m.

1 Final Report is to be filed by

2 8/17/2023

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5 Dated:

10/26/22



6 MAREN E. NELSON

7 Judge of the Superior Court
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EXHIBIT B

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FILED
Superior Court of California
County of Los Angeles
01/13/2023
David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

FABIO ZAMBRANO and MARTHA
CASTILLO, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

GATEWAYS HOSPITAL AND
MENTAL HEALTH CENTER; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 20STCV15989

Assigned for all purposes to
Hon. Judge Maren E. Nelson
Dept. 17

[PROPOSED] FINAL JUDGMENT

[PROPOSED] JUDGMENT

1 This Motion for Final Approval of Class Action Settlement came on for hearing on
2 October 26, 2022, at 9:00 a.m., in Department 17 of the above-captioned Court. Consistent with
3 this Court’s Order Granting Preliminary Approval, filed and entered on June 14, 2022
4 (“Preliminary Approval Order”), the Court’s Order Granting Final Approval filed and entered
5 on October 26, 2022 (“Final Approval Order”), and the Joint Stipulation of Settlement
6 (“Settlement Agreement”) entered into by Plaintiffs Fabio Zambrano and Martha Castillo
7 (“Plaintiffs”) and Defendant Gateways Hospital and Mental Health Center (“Defendant”), a copy
8 of which was filed in conjunction with the Plaintiff’s Motion for Preliminary Approval of Class
9 Action Settlement, and due and adequate notice having been given to all Settlement Class
10 Members as required in the Preliminary Approval Order, it is hereby ORDERED, ADJUDGED,
11 AND DECREED as follows:

12 1. All terms used herein shall have the same meaning as defined in the Settlement
13 Agreement.

14 2. The Court finds and determines that the terms of the Settlement are fair, reasonable
15 and adequate to the Settlement Class and to each Settlement Class Member and that the Settlement
16 is ordered finally approved, and that all terms and provisions of the Settlement should be and
17 hereby are ordered to be consummated, as set forth in its Final Approval Order.

18 3. The Court has certified a Settlement Class, as that term is defined in and by the
19 terms of the Settlement Agreement as all current and former non-exempt employees employed
20 by Gateways Hospital and Mental Health Center. at any time during the Class Period of April
21 24, 2016, through September 1, 2021. The following two current or former non-exempt
22 employees who submitted valid Requests for Exclusion are excluded from the Settlement Class:
23 Brenda Gracia and Lucille Castillo.

24 4. All Settlement Class Members were given a full and fair opportunity to participate
25 in the approval hearing. As of the date Defendant funds the Gross Settlement Amount, Named
26 Plaintiffs and the Settlement Class will have released Defendant, and each of its parent
27 companies, subsidiaries, affiliates, current and former management companies, agents (including
28 without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any

1 past, present or future officers, directors and employees) predecessors, successors, and assigns
2 (the “Released Parties”) from any and all claims alleged in Named Plaintiffs’ Operative
3 Complaint, during the Class Period, including: (1) failure to pay overtime wages (2) failure to
4 provide meal periods (3) failure to authorize or permit rest periods (4) failure to pay wages upon
5 separation of employment and within the required time (5) failure to furnish accurate itemized
6 wage statements wage statement violations (6) failure to reimburse necessary business expenses
7 (7) violation of California Business and Professions Code §§17200, *et seq.* Upon the date of
8 funding the Gross Settlement Amount, the State of California and PAGA Group Members release
9 the Released Parties from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA and
10 alleged in the operative complaint, which arose during the PAGA Period, regardless of whether
11 PAGA Group Members opt out of the Class Settlement. “PAGA Group Members” means all
12 Class Members employed by Defendant at any time between April 24, 2019 through September
13 1, 2021 (the “PAGA Period”).

14 5. Without affecting the finality of this order or the entry of judgment in any way,
15 the Court retains jurisdiction of all matters relating to the interpretation, administration,
16 implementation, effectuation, and enforcement of this Judgment and the Settlement Agreement.

17 6. The Court hereby enters final judgment in accordance with the terms of the
18 Settlement Agreement and the Order Granting Final Approval of Class Action Settlement filed
19 on October 26, 2022.

20 7. Upon completion of administration of the Settlement, the Settlement
21 Administrator will provide written certification of such completion to the Court and counsel for
22 the Parties which shall be filed with the Court five (5) court days before the Non-Appearance
23 Case Review re: Final Report re: Distribution of Settlement Funds hearing set for **August 24,**
24 **2023 at 8:30 a.m.** in the above-entitled Court.

25 **IT IS SO ORDERED, ADJUDGED, AND DECREED**

26
27 DATED: 01/13/2023, 2023



Honorable Maren E. Nelson
JUDGE OF THE SUPERIOR COURT