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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

CINDY VELASQUEZ, individually, and on
behalf of other members of the general public
similarly situated; PAULINA CAMPOS,
individually, and on behalf of other members
of the general public similarly situated, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
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.

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

Honorable Stuart M. Rice
Department SSC-1

CLASS ACTION

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

Date: February 15, 2024
Time: 10:30 a.m.
Department: SSC-1

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

1 This matter has come 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 Plaintiffs' Cindy Velasquez and Paulina Campos (together, "Plaintiffs") Motion for Final
4 Approval of Class Action Settlement, Attorneys' Fees and Costs, and Enhancement Awards
5 ("Motion for Final Approval"). Lawyers for Justice, PC and Protection Law Group, LLP appeared
6 on behalf of Plaintiffs, and Gordon Rees Scully Mansukhani, LLP appeared on behalf of Defendant
7 Amada Enterprises, Inc. ("Defendant").

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

18 Having reviewed the Settlement Agreement and duly considered the parties' papers and
19 oral argument, and good cause appearing,

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

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

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

26 3. The Court finds that the applicable requirements of the California Code of Civil
27 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
28 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification

1 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
2 hereby defined to include:

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

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

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

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

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

17 8. The Court finds that payment of Settlement Administration Costs in the amount of
18 \$9,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
19 notice and settlement administration process. It is hereby ordered that the Settlement
20 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the
21 amount of \$9,000.00, in accordance with the terms and methodology set forth in the Settlement
22 Agreement.

23 9. The Court finds that the Enhancement Awards sought are fair and reasonable for
24 the work performed by Plaintiffs on behalf of the Class, the State of California, and PAGA
25 Members. It is hereby ordered that the Settlement Administrator issue payment in the amount of
26 \$7,500.00 each to Plaintiffs Cindy Velasquez and Paulina Campos for their Enhancement Awards,
27 according to the terms and methodology set forth in the Settlement Agreement.

28 10. The Court finds that the request for attorneys’ fees in the amount of \$150,000.00 to

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

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

11 12. The Court hereby enters Judgment by which Settlement Class Members shall be
12 conclusively determined to have given a release of any and all Released Class Claims against the
13 Released Parties, and all PAGA Members shall be conclusively determined to have given a release
14 of any and all Released PAGA Claims against the Released Parties, as set forth in the Settlement
15 Agreement and Class Notice.

16 13. It is hereby ordered that Defendant will make a deposit of Two Hundred Twenty-
17 Five Thousand Dollars (\$225,000.00) into a qualified settlement fund ("QSF") to be established
18 by the Settlement Administrator ("First Installment"). Within twelve (12) months of payment of
19 the First Installment, Defendant will make a deposit of One Hundred Twelve Thousand Five
20 Hundred Dollars (\$112,500.00) into the QSF established by the Settlement Administrator
21 ("Second Installment"). Within twelve (12) months of the payment of the Second Installment,
22 Defendant will make a deposit of One Hundred Twelve Thousand Five Hundred Dollars
23 (\$112,500.00) into the QSF established by the Settlement Administrator as the third and final
24 installment of the Total Settlement Amount ("Third and Final Installment"), in accordance with
25 the terms and methodology set forth in the Settlement Agreement.

26 14. It is hereby ordered that within twenty (20) calendar days of receipt of the First
27 Installment of the Total Settlement Amount, the Settlement Administrator will issued Individual
28 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA

Members, the LWDA Payment to the Labor and Workforce Development Agency, and the enhancement Awards to Plaintiffs. Within seven (7) calendar days of receipt of the Third and Final Installment of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court as follows: (a) Attorneys' Fees and Costs to Class Counsel; and (b) Settlement Administration Costs to the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

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

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

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

Dated: _____

Honorable Stuart M. Rice
Judge of the Superior Court