

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Julio Ochoa
2. Title of the proposed order:
Proposed Order and Judgment of Final Approval
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion
 - b. Date and time: May 17, 2024; 1:30 p.m.
 - c. Place: Department CX103
4. The proposed order was served on the other parties in the case.


(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Ochoa v.Speech And Language Development Center, Inc.

CASE NUMBER:

30-2020-01143577-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

_____
(SIGNATURE OF DECLARANT)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JULIO OCHOA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SPEECH AND LANGUAGE
DEVELOPMENT CENTER, INC.; and
DOES 1 through 25, inclusive

Defendants.

Case No. 30-2020-01143577-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:

The Honorable Lon F. Hurwitz

Department CX103

CLASS ACTION

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

(Related to ROA #TBD)

Hearing Set by Court Order - ROA #194

Date: May 17, 2024

Time: 1:30 p.m.

Dept: CX 103

Judge: Hon. Lon F. Hurwitz

Complaint filed: June 18, 2020

Trial date: Not set

1 This matter came on for hearing on May 17, 2024 in Department CX103 of the above-
2 captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class Action
3 Settlement ("Motion") pursuant to California Rule of Court 3.769, the Court's Order Granting
4 Preliminary Approval of Class Action Settlement (ROA #194) ("Preliminary Approval Order"),
5 and the Amended Settlement Agreement and Release of Class and Representative Action,
6 (ROA #137) and First Amendment to Settlement Agreement (ROA #174) (together, the
7 "Settlement Agreement").

8 Having received and considered the Settlement Agreement, the supporting papers,
9 evidence and argument received by the Court with the Motion for Preliminary Approval of Class
10 Action Settlement and Supplemental Briefing, and evidence and argument received by the Court
11 with the Motion for Order Granting Final Approval of Class Action Settlement, the Court grants
12 final approval of the Settlement and ORDERS AND MAKES THE FOLLOWING
13 DETERMINATIONS:

14 1. Pursuant to the Court's Preliminary Approval Order, the Notice of Class Action
15 Settlement, Change of Address Form, Request for Exclusion Form, and Objection Form,
16 (collectively, "Notice Packet"), was sent to each Class Member by first-class United States mail,
17 informing the Class of the Settlement terms, right to receive a Settlement Payment without
18 taking any action, comment on or object to the Settlement, and appear in person or by counsel
19 and be heard at the final approval hearing. Adequate periods of time were provided for each of
20 these procedures.

21 2. No Class member filed a written objection to the proposed Settlement or stated
22 an intention to appear at the final approval hearing.

23 3. No Class Members requested exclusion from the Settlement.

24 4. No Class Member disputed the information provided in the Notice Packet which
25 the Class Member's settlement payment would be based upon.

26 5. The Court finds and determines this notice procedure afforded adequate
27 protections to the Class and provides the basis for the Court to make an informed decision
28 regarding Settlement approval based on the responses of the Class. The Court finds and

determines the notice provided in this case was the best notice practicable, which satisfies the requirements of law and due process.

6. For purposes of Settlement approval only, the Court finds: (a) the proposed Class is ascertainable and so numerous joinder of all Class Members is impracticable; (b) there are questions of law or fact common to the proposed Class, and a well-defined community of interest in the subject matter of the class action among Class Members; (c) the claims of the Class Representative are typical of the claims of proposed Class Members; (d) the Class Representative has and will adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for efficient adjudication of this controversy in the settlement context; and (f) counsel of record for the Class Representative are qualified to serve as counsel for the Class.

7. Class Members are defined for Settlement purposes as: “all persons employed by Defendant Speech and Language Development Center, Inc. in California as non-exempt employees at any time from April 6, 2016 through March 13, 2020.”

8. For purposes of this Settlement, Aggrieved Employees are defined as: “all persons employed by Defendant Speech and Language Development Center, Inc. in California as non-exempt employees at any time from April 6, 2019 through March 13, 2020.”

9. The Court finds and determines the terms of the Settlement Agreement are fair, reasonable, and adequate and, having found the Settlement was reached as a result of informed and non-collusive arms’-length negotiations facilitated by a neutral, experienced mediator, directs the Parties to effectuate the Settlement terms as set forth in the Settlement Agreement. The Court finds the Parties conducted extensive investigation, research, and informal discovery, and their attorneys were able to reasonably evaluate their respective positions. The Court also finds Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and recognizes the significant value provided to the Class.

10. The Court finds and determines the terms of the Settlement are fair, reasonable and adequate to the Class and each Class Member, and as to Aggrieved Employees and Labor

1 and Workforce Development Agency (“LWDA”) under the Private Attorneys General Act
2 (“PAGA”), and the Settlement is ordered finally approved, and all terms of the Settlement
3 Agreement should be and are ordered to be consummated.

4 11. The Court finds and determines Settlement Payments to be paid to Participating
5 Class Members and Aggrieved Employees under the Settlement are fair and reasonable. The
6 Court grants final approval to and orders payment of those amounts to Participating Class
7 Members and Aggrieved Employees in accordance with the Settlement Agreement.

8 12. The Court finds and determines fees and expenses to administer the Settlement
9 incurred by Simpluris, Inc. of \$6,000.00 are fair and reasonable. The Court grants final approval
10 to and orders payment of that amount in accordance with the Settlement Agreement.

11 13. The Court finds and determines the Class Representative Service Payment of
12 \$5,000.00 to Plaintiff Julio Ochoa is fair and reasonable, and orders the Administrator to make
13 this payment in accordance with the terms of the Settlement Agreement.

14 14. The Court finds and determines payment to the California Labor and Workforce
15 Development Agency of \$18,750.00 as its share of the Settlement of civil penalties under the
16 Private Attorneys General Act is fair, reasonable, and appropriate. The Court grants final
17 approval to and orders that amount be paid in accordance with the Settlement Agreement.

18 15. The Court awards Class Counsel attorneys’ fees of \$250,000.00 [Cohelan Khoury
19 & Singer 50%; Lebe Law, APLC 50%] and litigation costs of \$9,976.46. The Court finds such
20 amounts to be fair and reasonable. The Court orders the Administrator to make these payments
21 in accordance with the Settlement Agreement.

22 16. The Settlement is not an admission of liability by Defendant Speech and
23 Language Development Center, Inc., or any of its past, present, and future owners, officers,
24 directors, principals, joint employers, employees, agents, representatives, accountants, auditors,
25 attorneys, consultants, insurers, reinsurers, partners, investors, shareholders, parent companies,
26 subsidiaries, affiliates, predecessors, successors, assigns, and joint venturers, (“Released
27 Parties”), nor is this Order or entry of judgment a finding any claims in the Action against
28 Defendant are valid. This Order, entry of judgment, or Settlement, may not be construed as, or

1 used as an admission of, any fault, wrongdoing or liability by Defendant or any Released Party.
2 Negotiating, entering or carrying out the Settlement, shall not be offered in evidence against any
3 Released Party in any action or proceeding in any court, administrative agency or tribunal for
4 any purpose except to enforce this Order or Judgment. Defendant and any Released Party may
5 file, this Order or Judgment, or any papers filed in the Action, in any proceeding to support
6 defenses of res judicata, collateral estoppel, release, claim or issue preclusion or similar defense.

7 17. Plaintiff and Participating Class Members will forever completely release and
8 discharge, to the fullest extent permitted by law, Released Parties from all claims, debts,
9 liabilities, demands, obligations, damages, or causes of action of any kind alleged in the
10 Complaint, or that could have been alleged based on the same operative facts alleged in the
11 Complaint, and including claims under California Labor Code sections, 203, 204, 210, 226(a),
12 226.2(a)(2), 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, the corresponding
13 Wage Orders; and Business & Professions Code section 17200 et seq., from April 6, 2016 to
14 March 13, 2020. The Released Class Claims specifically exclude claims for workers'
15 compensation, unemployment and state disability insurance, claims under the Employment
16 Retirement Income Security Act of 1974, and claims for previously vested benefits under
17 Employer-sponsored benefits plan.

18 18. Plaintiff and Aggrieved Employees will forever completely release and
19 discharge, to the fullest extent permitted by law, Released Parties from all claims for PAGA
20 Penalties alleged in Plaintiff's May 13, 2020 PAGA Notice to the California Labor and
21 Workforce Development Agency (LWDA), and includes claims under California Labor Code
22 sections, 203, 204, 210, 226(a), 226.2(a)(2), 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
23 1197, 1198, 2699(f), 2699.3, from April 6, 2019 through March 13, 2020.

24 19. Nothing in this Order shall preclude any action to enforce the obligations under
25 the Agreement or this Order, including the requirement Defendant makes payments to
26 Participating Class Members and Aggrieved Employees in accordance with the Settlement.

27 20. The Parties will bear their own costs and attorneys' fees except as otherwise
28 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

21. The Court enters final judgment in accordance with the terms of the Settlement Agreement, the Court's Preliminary Approval Order, and this Order.

22. Judgment is hereby entered and shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577 and 904.1(a), and the Plaintiff/Class Representative, Participating Class Members and Aggrieved Employees shall take nothing from Released Parties except as expressly set forth in the Settlement Agreement and this Order.

23. Pursuant to Labor Code section 2699(l)(3), Plaintiff shall submit a copy of this Order and Judgment to the LWDA within 10 days after entry of this Order and Judgment.

24. The Parties will comply with California Rules of Court, Rule 3.771(b), by giving notice to Class Members by posting the Order of Final Approval and Judgment on the Settlement Administrator's website, where it shall remain until 90 days after the Final Accounting Hearing.

25. Without affecting the finality of this Order or the entry of judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Order and the Settlement Agreement, pursuant to California Rules of Court, Rule 3.769(h).

26. The Court sets a Final Accounting hearing for _____ at 9:00 a.m. in Department CX103. A final accounting declaration/report shall be filed no later than ten (10) calendar days prior to the hearing to confirm that settlement distribution efforts are complete.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

Date: _____

Honorable Lon F. Hurwitz
Judge of the Superior Court