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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

VICTOR FARDANESH, individually, and on  
behalf of other aggrieved employees pursuant to  
the California Private Attorneys General Act;

Plaintiff,

vs.

HEALTHCARE SERVICES GROUP, INC., an  
unknown business entity; HCSG WEST LLC, an  
unknown business entity; 915 QUALITY  
BUSINESS SOLUTIONS, INC., and DOES 1  
through 100, inclusive,

Defendants.

Case No.: 20STCV33842

Honorable Maurice A. Leiter  
Department 54

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING APPROVAL OF PRIVATE  
ATTORNEYS GENERAL ACT (CAL. LABOR  
CODE § 2698, ET SEQ.) SETTLEMENT  
AGREEMENT AND AWARD OF  
ATTORNEYS' FEES, COSTS, SERVICE  
AWARD, AND SETTLEMENT  
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of  
Private Attorneys General Act (Cal. Labor Code §  
2698, *Et Seq.*) Settlement Agreement and Award of  
Attorneys' Fees, Costs, Service Award, and  
Settlement Administration Costs; Declaration of  
Plaintiff's Counsel (Edwin Aiwazian); and  
Declaration of Plaintiff (Victor Fardanesh) filed  
concurrently herewith]

Date: June 6, 2022  
Time: 9:00 a.m.  
Department: 54

Complaint Filed: September 3, 2020  
Trial Date: None Set

1 This matter has come before the Honorable Maurice A. Leiter in Department 54 of the Superior  
2 Court of the State of California, for the County of Los Angeles, on May 26, 2022 at 9:00 a.m., on Plaintiff  
3 Victor Fardanesh's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code §  
4 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees, Costs, Service Award, and Settlement  
5 Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff  
6 and Constangy, Brooks, Smith & Prophete, LLP appeared for Defendants Healthcare Services Group, Inc.  
7 and HCSG West LLC (together, "Defendants").

8 Plaintiff and Defendants (together, the "Parties") executed a Labor Code Private Attorneys General  
9 Act Settlement Agreement ("Settlement," "Settlement Agreement," or "Agreement").

10 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the  
11 Declarations of Plaintiff's Counsel Edwin Aiwarzian and Plaintiff Victor Fardanesh, and (3) the Settlement  
12 Agreement.

13 Having duly considered the Parties' papers and oral argument, and good cause appearing,

14 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 15 1. The Motion for Approval of Settlement is granted.
- 16 2. All terms used herein, unless otherwise defined or modified herein, shall have the same  
17 meaning as defined in the Settlement Agreement.
- 18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private  
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing  
20 the California Labor and Workforce Development Agency ("LWDA") and Defendants with notice of the  
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited  
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §  
23 2699.3(a).
- 24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in  
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or  
26 appear in the above-captioned action ("Action").

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1           5.       The Aggrieved Employees covered under the Settlement consist of the following individuals:  
2           All current and former employees of Healthcare Services Group, Inc. and HCSG West LLC  
3           employed in California at any time between June 30, 2019 and December 28, 2019 who were  
4           classified as non-exempt and held the job title of “account manager.”

5           6.       The Court finds that the Parties reached the Settlement as a result of arm’s-length  
6           negotiations.

7           7.       Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated  
8           for payment of penalties under PAGA (“Net Settlement Fund”), and determines that it is fair, just,  
9           reasonable, and adequate. The Court hereby approves the Net Settlement Fund. The Net Settlement Fund  
10          shall consist of the Gross Settlement Fund (\$350,000.00), less the approved Attorneys’ Fees and Attorneys’  
11          Costs to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), Service Award to Plaintiff, and Settlement  
12          Administration Costs to Simpluris, Inc. (the “Settlement Administrator”). Seventy-five percent (75%) of  
13          the Net Settlement Fund shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent  
14          (25%) of the Net Settlement Fund shall be distributed to the Aggrieved Employees in accordance with this  
15          Approval Order and Judgment and the Settlement Agreement.

16          8.       The Court has considered the Settlement, and the monetary allocations provided thereby, and  
17          finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement  
18          Administrator to administer the Settlement and to make the payments as provided for by, and consistent  
19          with, this Approval Order and Judgment and the Settlement Agreement.

20          9.       The Court approves the payment of \$122,500.00 to Lawyers *for* Justice, PC for reasonable  
21          attorneys’ fees. This amount shall be paid from the Gross Settlement Fund and shall be disbursed in  
22          accordance with this Approval Order and Judgment and the Settlement Agreement.

23          10.      The Court approves the payment of \$17,135.70 to Lawyers *for* Justice, PC for reimbursement  
24          of reasonable litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross  
25          Settlement Fund and shall be disbursed in accordance with this Approval Order and Judgment and the  
26          Settlement Agreement.

27          11.      The Court approves payment in the amount of \$9,500.00 to Plaintiff for his Service Award.  
28          This amount shall be paid from the Gross Settlement Fund and shall be disbursed in accordance with this  
29          Approval Order and Judgment and the Settlement Agreement.

12. The Court approves payment up to the amount of \$4,000.00 to Simpluris, Inc. for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Fund and shall be disbursed in accordance with this Approval Order and Judgment and the Settlement Agreement.

13. The Parties are directed to perform in accordance with the terms set forth in this Approval Order and Judgment and the Settlement Agreement.

14. The Court further finds that notice of the Settlement is not required to be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes their share of twenty-five percent (25%) of the Net Settlement Fund (“Individual PAGA Payment”).

15. No later than ten (10) calendar days after the Effective Date, Defendants shall deposit the Gross Settlement Fund into a Qualified Settlement Fund established by the Settlement Administrator for administration of the Settlement.

16. No later than seven (7) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with the Aggrieved Employees List, in accordance with this Approval Order and Judgment and the Settlement Agreement. The Settlement Administrator shall distribute the Individual PAGA Payment checks to Aggrieved Employees, the LWDA Payment to the LWDA, the Service Award to Plaintiff, the Attorneys’ Fees and Attorneys’ Costs to Plaintiff’s Counsel, and payment to itself for the Settlement Administration Costs, as provided for by this Approval Order and Judgment and the Settlement Agreement, no later than seven (7) calendar days after the Settlement Administrator’s receipt of the Gross Settlement Fund.

17. All Individual PAGA Payment checks issued to Aggrieved Employees shall remain negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. If an Individual PAGA Payment check remains uncashed after thirty (30) calendar days, the Settlement Administrator shall mail the Aggrieved Employee a postcard reminding him or her to cash his or her check, which is attached hereto as “**EXHIBIT 2**.” Any funds remaining from the cancelled checks shall be distributed by the Settlement Administrator to the California State Controller’s Office Unclaimed Property Division, in the name of the Aggrieved Employee at issue and in the amount of his or her respective Individual PAGA Payment, for the

benefit of the Aggrieved Employee until such time as he or she claims his or her property, as allowed by law.

18. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the Effective Date and full funding of the Gross Settlement Fund, Plaintiff and the State of California, and Aggrieved Employees, shall, for the PAGA Period, be deemed to have forever released, acquitted, and discharged the Released Parties from the Released Claims. In addition, in exchange for the Service Award, and upon the Effective Date and full funding of the Gross Settlement Fund, Plaintiff, on his own behalf and on behalf of his heirs, spouses, executors, administrators, attorneys, agents and assigns, forever releases, acquits, and discharges the Released Parties from all claims, losses, demands, rights, liabilities, penalties, damages, causes of action and other legal responsibilities, of any form whatsoever, whether based on federal, state, local, statutory or common law, or any other law, rule, regulation, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted in any forum by Plaintiff or his heirs, successors and/or assigns, whether directly or indirectly, representatively, derivatively or in any other capacity, including any and all known or unknown claims arising under the California Labor Code, the California Government Code and the California Business and Professions Code, and the law of contracts, torts and equity, and those claims that were asserted or could have been asserted in the Action, or which relate in any way to Plaintiff's employment with Defendants or any of the other Released Parties arising at any time prior to entry of this Approval Order and Judgment.

19. "Released Parties" means Defendants, Quality Business Solutions, Inc., and each of their respective past and present subsidiaries, directors, officers, employees, shareholders, partners, agents, attorneys, insurance carriers, executors, administrators, representatives, joint venturers, employers, joint employers, clients, predecessors, successors and assigns of any of the foregoing, as well as anyone and everyone who could have been named in such action based on the facts contained in the Complaint or in the PAGA Letter.

20. "Released Claims" means any and all demands, rights, liabilities, claims, and/or causes of action under the PAGA, based on or arising out of the facts alleged in the Action or in the PAGA Letter, or that could have been alleged under the PAGA based on the same facts, including, but not limited to, PAGA claims for the Released Parties' alleged failure to pay overtime, provide meal periods, provide rest periods,

1 pay minimum wages, timely pay wages upon termination, timely pay wages during employment, provide  
2 complete and accurate wage statements, keep complete and accurate payroll records, and reimburse  
3 necessary business-related expenses and costs, in violation of Labor Code sections 201, 202, 203, 204,  
4 226(a), 226.7, 510, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare  
5 Commission Wage Orders, including *inter alia*, Wage Order Nos. 4-2001, 5-2001, and 6-2001.

6         21. The Settlement is not an admission by Defendants nor is this Approval Order and Judgment  
7 a finding of validity of any claim asserted in the Action or of any wrongdoing by Defendants. Furthermore,  
8 the Settlement is not a concession by Defendants or any of the other Released Parties and shall not be used  
9 as an admission of any fault, omission or wrongdoing by Defendants or any of the other Released Parties.  
10 Neither this Approval Order and Judgment, the Settlement nor any document referred to herein, nor any  
11 action taken to carry out the Settlement is, may be construed as, or any be used as, an admission by or  
12 against Defendants or any of the other Released Parties of any fault, wrongdoing or liability whatsoever.  
13 The entering into or carrying out of the Settlement, and any negotiations or proceedings related thereto, shall  
14 not in any event be construed as, or deemed to be evidence of, or an admission or concession with regard  
15 to, the denials or defenses by Defendants, and shall not be offered in evidence in any action or proceeding  
16 against the Parties in any court, administrative agency or other tribunal for any purpose whatsoever other  
17 than to enforce the provisions of this Approval Order and Judgment and the Settlement; except that the  
18 Approval Order and Judgment, Agreement, and any other papers and records on file in the Action may be  
19 used by this Court and in any other legal proceeding as evidence of the Settlement.

20         22. No individualized notice of this Approval Order and Judgment is required to be provided to  
21 the Aggrieved Employees. This Approval Order and Judgment shall be submitted by Plaintiff to the LWDA  
22 through the online system established for the filing of notices and documents, in conformity with California  
23 Labor Code § 2699(l)(3).

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1           23.     This Approval Order and Judgment is intended to be a final disposition of the Action in its  
2 entirety and, therefore, the Action is hereby dismissed. This Court shall retain jurisdiction with respect to  
3 all matters related to the Settlement, including the administration and consummation of the Settlement.  
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5 Date:

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6 Honorable Maurice A. Leiter  
7 Judge of the Los Angeles Superior Court  
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# **EXHIBIT 1**

Mailing Date, 2022

<<FullName>>  
<<Address1>> <<Address2>>  
<<City>> <<State>> <<Zip>>

**Re: NOTICE OF REPRESENTATIVE ACTION SETTLEMENT AND PAYMENT**

Dear <<FullName>>:

Enclosed is your payment from the settlement of the lawsuit entitled *Fardanesh v. Healthcare Services Group, Inc., et al.*, Los Angeles Superior Court Case No. 20STCV33842 (the "Lawsuit").

The Lawsuit was filed against Healthcare Services Group, Inc. and HCSG West LLC (together, "HCSG"), as well as 915 Quality Business Solutions, Inc., pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code § 2698 *et seq.* ("PAGA"). Victor Fardanesh ("Plaintiff") is a former HCSG employee. Plaintiff and HCSG are collectively referred to herein as the "Parties." The Lawsuit was brought on behalf of the State of California and current and former non-exempt employees of HCSG for violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders by HCSG.

HCSG denies that it has done anything wrong or that it is liable for any penalties. The Parties have agreed to resolve the Lawsuit to avoid further litigation, and as part of the settlement, HCSG will pay money to you and certain other current and former employees of HCSG in California employed at any time between June 30, 2019 and December 28, 2019 ("PAGA Period") who were classified as non-exempt and held the job title of "account manager" ("Aggrieved Employees"). On <<Date>> the settlement was approved by the Court. Under the PAGA, the civil penalties recovered must be divided between the State of California and the Aggrieved Employees. The Court did not decide the merits of the claims.

You have been identified as an Aggrieved Employee to whom the settlement applies and who is included in the settlement. The enclosed check (i.e., Individual PAGA Payment) represents your share of the settlement and must be cashed within 90 days or the funds will be deemed unclaimed and submitted to the California State Controller's Office Unclaimed Property Division where they will be held in your name. The Individual PAGA Payment will be considered 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement, and should consult a tax advisor regarding the tax consequences of such payment.

Upon the Effective Date, Plaintiff, the State of California, and Aggrieved Employees, shall, for the PAGA Period, be deemed to have forever released, acquitted, and discharged HCSG, Quality Business Solutions, Inc., and each of their respective past and present subsidiaries, directors, officers, employees, shareholders, partners, agents, attorneys, insurance carriers, executors, administrators, representatives, joint venturers, employers, joint employers, clients, predecessors, successors and assigns of any of the foregoing, as well as anyone and everyone who could have been named in such action based on the facts contained in the Complaint or in the PAGA Letter ("Released Parties") from any and all demands, rights, liabilities, claims, and/or causes of action under the PAGA, based on or arising out of the facts alleged in the Action or in the PAGA Letter, or that could have been alleged under the PAGA based on the same facts, including, but not limited to, PAGA claims for the Released Parties' alleged failure to pay overtime, provide meal periods, provide rest periods, pay minimum wages, timely pay wages upon termination, timely pay wages during employment, provide complete and accurate wage statements, keep complete and accurate payroll records, and reimburse necessary business related expenses and costs, in violation of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 4-2001, 5-2001, and 6-2001 ("Released Claims").

If you have any questions about the settlement, you can view the public docket on the Court's website at <https://www.lacourt.org/casesummary/ui/index.aspx> by searching the case number under Case Access, or you may contact the settlement administrator (whose contact information is at the top of this letter). Please do not call the Court about this letter.

Sincerely,

Settlement Administrator

## **EXHIBIT 2**

Mailing Date, 2022

<<FullName>>  
<<Address1>> <<Address2>>  
<<City>> <<State>> <<Zip>>

**Re: REMINDER TO CASH INDIVIDUAL PAGA PAYMENT CHECK FOR REPRESENTATIVE ACTION  
SETTLEMENT**

Dear <<FullName>>:

You previously were sent your payment from the settlement of the lawsuit entitled *Fardanesh v. Healthcare Services Group, Inc. et al.*, Los Angeles Superior Court Case No. 20STCV33842 (the "Lawsuit"). Our records show that you have not yet cashed your settlement check. As a reminder, you are bound by the settlement whether or not you cash the check.

Please cash your check promptly. Your check will expire on [REDACTED] and will be cancelled thereafter. If you fail to cash the check before it is cancelled, funds associated with the check will be sent to the California State Controller's Office Unclaimed Property Division, to be held in your name until you claim your funds.

If you have any questions about the settlement, you can view the public docket on the Court's website at <https://www.lacourt.org/casesummary/ui/index.aspx> by searching the case number under Case Access, or you may contact the settlement administrator (whose contact information is at the top of this letter). Please do not call the Court about this postcard.

Sincerely,

Settlement Administrator