

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff MICHAEL NASH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

MICHAEL NASH, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

K. HOVNANIAN COMPANIES, LLC, a
California Limited Liability Company, and
DOES 1-50, Inclusive,

Defendant.

Case No. RIC2003319

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
APPROVAL OF CLASS COUNSEL
AWARD, AND CLASS REPRESENTATIVE
SERVICE AWARD**

Date: January 17, 2025
Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 22 2025

E. Escobedo

CM

JAN 23 2025

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement"), attached as Exhibit "1" to the
3 Declaration of Jean-Claude Lapuyade, Esq., in support of Plaintiff's Motion for Final Approval of
4 Class Action and PAGA Settlement filed on December 20, 2024, and Motion for Class Counsel
5 Award and Class Representative Service Award duly came on for hearing on January 17, 2025
6 before the above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared
7 on behalf of Plaintiff Michael Nash ("Plaintiff"). Payne & Fears LLP appeared as counsel for
8 Defendant K. Hovnanian Companies, LLC, (hereinafter "Defendant").

9 I.

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

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

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of Riverside ("Court"), Case No. RIC2003319,
17 entitled *Michael Nash v. K. Hovnanian Companies, LLC*, and over all Parties to this litigation,
18 including the Class.

19 **Preliminary Approval of the Settlement**

20 3. On June 27, 2024, the Court granted preliminary approval of a class-wide
21 settlement. At this same time, the court approved certification of a provisional settlement class for
22 settlement purposes only. The Court confirms this Order and finally approves the settlement and
23 the certification of the Class.

24 **Notice to the Class,**

25 4. The Notice Packet was mailed by first class mail to the Class Members at
26 their last known addresses on September 16, 2024. Mailing of the Notice Packet to their last
27 known addresses was the best notice practicable under the circumstances and was reasonably
28 calculated to communicate actual notice of the litigation and the proposed settlement to the

1 members of the Class Members. The Court finds that the Notice Packet provided fully satisfies
2 the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was October 31, 2024.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. Zero Class Members objected. Zero Class Members requested
6 exclusion. 100% of the Class Members will be participating in the Settlement and will be sent
7 Individual Settlement Payments.

8 **Fairness Of the Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$265,000.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The settlement was reached through arms-length bargaining between
13 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
14 settlement.

15 b. The Parties' investigation and discovery have been sufficient to allow
16 the Court and counsel to act intelligently.

17 c. Counsel for all parties are experienced in similar employment class
18 action litigation and have previously settled similar class claims on behalf of employees claiming
19 compensation. All counsel recommended approval of the Settlement.

20 d. Zero objections were received. Zero requests for exclusion were
21 received.

22 e. 100% of Class Members will be participating in the Settlement and
23 will be sent settlement payments.

24 7. The consideration to be given to the Class Members under the terms of the
25 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
26 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
27 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
28 litigation and the delays which would ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **Class Counsel Award**

4 9. The Agreement provides for a Class Counsel Award in the amount of up to
5 One Hundred and Thirteen Thousand, Three Hundred and Thirty-Three Thousand Dollars and
6 Thirty-Three Cents (\$113,333.33). Subject to Court approval, the Class Counsel Award consists of
7 attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, or Eighty-Eight Thousand,
8 Three Hundred and Thirty-Three Thousand Dollars and Thirty-Three Cents (\$88,333.33) and
9 reimbursement of costs and expenses in the amount of ^{\$19,571.96} ~~Twenty-Five Thousand Dollars and Zero~~
10 ~~Cents (\$25,000.00)~~.

11 10. A Class Counsel Award of One Hundred and Thirteen Thousand, Three
12 Hundred and Thirty-Three Thousand Dollars and Thirty-Three Cents (\$113,333.33) comprised of
13 attorneys' fees in the amount of Eighty-Eight Thousand, Three Hundred and Thirty-Three Thousand
14 Dollars and Thirty-Three Cents (\$88,333.33) and reimbursement of actually incurred costs and
15 expenses ^{\$19,571.96} ~~in the amount of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)~~ is
16 reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
17 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents
18 1/3 of the common fund, which is reasonable and at the low end of the range for fee awards in
19 common fund cases and is supported by Class Counsel's lodestar.

20 **Class Representative Service Award**

21 11. The Agreement provides for a Class Representative Service Award of Ten
22 Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The
23 Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is
24 reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

25 **Settlement Administration Expenses**

26 12. The Agreement provides for Settlement Administration Expenses to be paid
27 in an amount not to exceed \$6,800.00. The Declaration of the Settlement Administrator provides
28

1 that the actual claims administration expenses were \$6,800. The amount of this payment is
2 reasonable in light of the work performed by the Settlement Administrator.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 1. The Class is certified for the purposes of settlement only. The Settlement
7 Class is hereby defined to include all individuals who are or previously were employed by
8 Defendant in California and classified as non-exempt employees at any time during the period
9 from August 18, 2016 to February 9, 2024.

10 2. Every person in the Class who did not submit and timely and validly Request
11 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the
12 Settlement Administrator, that no Class Members opted-out of the Settlement.

13 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
14 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
15 this Order and the terms of the Agreement.

16 4. Any envelope transmitting a settlement distribution to a Class Member shall
17 bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Any
18 checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and
19 negotiable for one hundred eighty (180) days from the date of their issuance. The administrator shall
20 mail a reminder postcard to any Class Member whose settlement distribution check has not been
21 negotiated within sixty (60) days after the date of mailing. If (i) any of the Class Members are current
22 employees of Defendant, (ii) the distribution mailed to those employees is returned to the Settlement
23 Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a
24 valid mailing address, the Settlement Administrator shall arrange with Defendant to have those
25 distributions delivered to the employees at their place of employment.

26 5. Class Counsel are awarded attorneys' fees and litigation expenses in the
27 amount of One Hundred and Thirteen Thousand, Three Hundred and Thirty-Three Thousand Dollars
28 and Thirty-Three Cents (\$113,333.33) for the Class Counsel Award comprised of one-third of the

1 Gross Settlement Amount, or Eighty-Eight Thousand, Three Hundred and Thirty-Three Thousand
2 Dollars and Thirty-Three Cents (\$88,333.33) and litigation expenses in the amount of ~~Twenty-Five~~ \$19,571.96
3 ~~Thousand Dollars and Zero Cents (\$25,000.00)~~. The awarded fees will be paid as follows: Thirty
4 Thousand, Nine Hundred and Sixteen Dollars and Sixty-Seven Cents (\$30,916.67) to JCL Law
5 Firm, APC, Thirty Thousand, Nine Hundred and Sixteen Dollars and Sixty-Seven Cents
6 (\$30,916.67) to Zakay Law Group, APLC, Twenty-Six Thousand, Five Hundred Dollars and Zero
7 Cents (\$26,500.00) to Blumenthal Nordrehaug Bhowmik De Blouw LLP. The awarded litigation
8 expenses shall be paid as follows: \$6,829.41 to JCL Law Firm, APC, \$9,609.50 to Zakay Law
9 Group, APLC, and \$3,133.05 to Blumenthal Nordrehaug Bhowmik De Blouw LLP. Class Counsel
10 shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or
11 members of the Class.

12 6. The payment of the Class Representative Service Award to Plaintiff in the
13 amount of \$10,000.00 is approved.

14 7. The payment of \$6,800.00 to the Settlement Administrator for Settlement
15 Administration Expenses is approved.

16 8. The PAGA Settlement of \$15,000.00 is hereby approved as fair, reasonable,
17 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
18 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
19 or collusion.

20 9. Final Judgment is hereby entered in this action. The Final Judgment shall
21 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
22 of Defendant from all class claims which are alleged in the operative complaint, or could have been
23 alleged based upon the facts in the operative complaint, which occurred during the Class Period,
24 and expressly excluding all other claims, including claims for vested benefits, wrongful termination,
25 unemployment insurance, disability, social security, workers' compensation, and class claims
26 outside of the Class Period.

27 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
28 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'

1 General Act ("PAGA") and shall release Defendant from all PAGA claims which are alleged in the
2 operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA
3 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
4 termination, unemployment insurance, disability, social security, workers' compensation, and
5 PAGA claims outside of the PAGA Period.

6 11. The term "Aggrieved Employees" is hereby defined as all individuals who
7 are or previously were employed by Defendant in California and classified as non-exempt
8 employees during the PAGA Period. The PAGA Period means the period between June 4, 2019
9 and February 9, 2024.

10 12. The Agreement is not an admission by Defendant, nor is this Final Approval
11 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
12 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
13 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
14 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
15 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
16 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
17 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
18 proceeding against Defendant by Plaintiff or vice versa in any court, administrative agency or other
19 tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this
20 Final Approval Order and Judgment, the Settlement, or any related agreement or release.
21 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
22 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records
23 on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral
24 estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims
25 being released by the Settlement.

26 13. Notice of entry of this Final Approval Order and Judgment shall be given to
27 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
28 of entry of this Final Approval Order and Judgment to individual Class Members and the Final

Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated in the Notice Packet.

14. After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, 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.

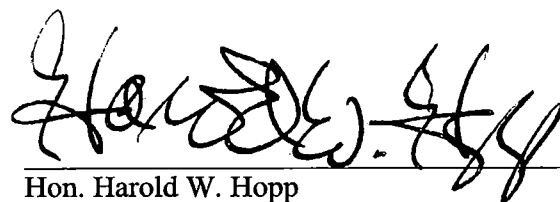
15. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

16. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(1)(3).

17. A Final Report (Nonappearance) Hearing will be held on December 16, 2025.
Plaintiff will file a report concerning the amount of money distributed on or before December 09, 2025.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: 1/16, 2025



Hon. Harold W. Hopp
Judge, Superior Court for the State of California,
County of Riverside