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Attorneys for Plaintiffs Fatima Goodarzi and Marianita Yadao

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FATIMA GOODARZI, individually, and on
behalf of other members of the general public
similarly situated, and as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiff,

vs.

BELMONT VILLAGE, L.P., a Delaware
limited partnership; BELMONT VILLAGE
ALISO VIEJO CA LP, a Delaware limited
partnership; BELMONT VILLAGE
BERKELEY, LLC, a Delaware limited liability
company; BELMONT VILLAGE
THOUSAND OAKS CA LP, a Delaware
limited partnership; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 20STCV15572

Assigned to the Hon. Stuart M. Rice

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: February 21, 2023
Time: February 17, 2023 10:30 a.m.
Place: Department 1

Complaint Filed: April 22, 2020

FILED
Superior Court of California
County of Los Angeles

02/21/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement does not constitute any admission by Defendant or by any
20 other Released Party, nor is this Order a finding of the validity of any of Plaintiffs' allegations or of any
21 wrongdoing by Defendant or any other Released Party. Neither this Order, the Settlement Agreement,
22 nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
23 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, waiver of
24 defenses, or liability whatsoever by or against Defendant or any of the other Released Parties.

25 10. With the exception of Sharareh Moazed, Leah S. Tacujan, Martha Bacchus, Leontine M.
26 Gilyard, and Alissa N. Kearney, who opted out of the Settlement Class, final approval shall be with
27 respect to: All current and former non-exempt, hourly employees employed by Defendant Belmont
28 Village, L.P. in the State of California at any time between April 22, 2016 and May 24, 2022

1 (“Participating Class Members”).

2 11. Plaintiffs Fatima Goodarzi and Marianita Yadao are adequate and suitable
3 representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court
4 finds that Plaintiffs’ investment and commitment to the litigation and its outcome ensured adequate and
5 zealous advocacy for the Settlement Class, and that their interests are aligned with those of the
6 Settlement Class.

7 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
8 ~~\$10,000~~ ^{\$7,500}, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
9 all claims arising out of their employment with Defendant.

10 13. The Court finds that the attorneys at Capstone Law APC and Diversity Law Group,
11 APC have the requisite qualifications, experience, and skill to protect and advance the interests of the
12 Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations
13 attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and Diversity Law
14 Group, APC as counsel for the Settlement Class.

15 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
16 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
17 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA
18 Members.

19 15. The Court hereby awards \$1,083,333 in attorneys’ fees and \$25,096.03 in costs and
20 expenses to Capstone Law APC and Diversity Law Group, APC. The Court finds that the requested
21 award of attorneys’ fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of
22 the common fund created by the settlement. Counsel have also established the reasonableness of the
23 requested award of attorneys’ fees via their lodestar crosscheck, and the Court finds that the rates, hours
24 billed, and risk multiplier are fair and reasonable. The award of attorneys’ fees and costs will be divided
25 as follows: (i) \$812,500 in attorneys’ fees and \$19,791.97 in litigation costs to Capstone Law APC; and
26 (ii) \$270,833 in attorneys’ fees and \$5,304.06 in litigation costs to Diversity Law Group, APC.

27 16. The Court approves settlement administration costs and expenses in the amount of
28 \$45,000 to CPT Group, Inc.

1 17. All Class Members were given a full and fair opportunity to participate in the Approval
2 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
3 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
4 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
5 shall be forever binding on all Participating Class Members. These Participating Class Members have
6 released and forever discharged the Released Parties of and from any and all Released Class Claims,
7 defined as:

8 All claims alleged in, or reasonably arising out of facts asserted in, the operative
9 First Amended Complaint, including, but not be limited to, all claims for the failure
10 to pay minimum wages, failure to pay overtime wages, failure to provide meal
11 periods and pay meal period premiums, failure to authorize and permit rest periods
12 and failure to pay rest period premiums, failure to pay timely all wages due upon
13 separation of employment (which attaches to all claims for unpaid wages which
14 are known or unknown, under any theory of liability, whether for off-the-clock
15 work, interruptions of meal and rest periods, calculation of the regular rate of pay,
16 and sick pay), failure to pay timely wages during employment, failure to provide
accurate itemized wage statements, failure to keep requisite payroll records, failure
to reimburse necessary business expenses, violation of Business and Professions
Code § 17200, failure to pay sick and vacation pay, and violations of Labor Code
§§ 200, 201, 202, 203 (derivative of any known or unknown unpaid wages theory),
204, 218.5, 221, 226(a) (derivative of any known or unknown unpaid wages
theory), 226.7, 227.3, 246, 246.5, 247.5, 248.5, 510, 512, 558, 1174(d), 1194,
1194.2, 1197, 1197.1, 1198, and 2802, Code of Civil Procedure § 1021.5, and
applicable IWC Wage Orders.

17 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
18 the Released Parties of and from any and all Released PAGA Claims, defined as: All claims for
19 violations of California Labor Code §§ 2698, *et seq.* (PAGA) that were brought, or reasonably could
20 have been brought, based on the facts alleged in Plaintiffs' letters to the LWDA, including claims for
21 unpaid wages, off-the-clock work, vacation pay, and sick pay.

22 19. Judgment in this matter is entered in accordance with the above findings.

23 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
24 continuing jurisdiction over the above-captioned action and the parties, including all Participating
25 Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered
26 herein.

27 21. This document shall constitute a judgment (and separate document constituting said
28 judgment) for purposes of California Rules of Court, Rule 3.769(h).

1 22. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
2 completion of settlement administration activities no later than December 1, 2023, as well as an amended
3 judgment re cy pres distribution.

4 23. Plaintiffs shall give notice of this Order and Judgment to Class Members, pursuant to
5 rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on
6 the Settlement Administrator's website.

7
8 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

9 Dated: February 21, 2023

Stuart M. Rice / Judge

Hon. Stuart M. Rice

Los Angeles County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **January 25, 2023**, I served the document(s) described as: **[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS** on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

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Attorneys for Plaintiffs
Marianita Yadao

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

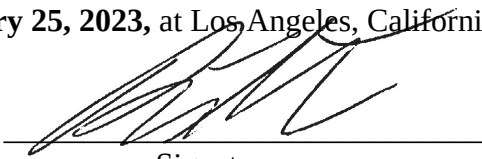
☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

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- [] **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.
- [] **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **January 25, 2023**, at Los Angeles, California.

Riley McIntire
Type or Print Name


Signature