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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 30 2023

E. Escobedo

Attorneys for Plaintiff, on a representative basis, and on behalf of all others similarly situated

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF RIVERSIDE

11 ANDREW ZUNIGA AND VIVIAN
12 VELASQUEZ, individually, on a
13 representative basis, and on behalf of all
14 others similarly situated;

14 Plaintiffs,

15 vs.

16 DESERT AIDS PROJECT, a California
17 Corporation; and DOES 1 through 10,
18 inclusive;
19 Defendants.

Case No.: RIC2003219
[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT

Complaint filed: August 18, 2020

21 Plaintiffs Andrew Zuniga and Vivian Velasquez's ("Plaintiffs" or "Class
22 Representatives") Motion for Final Approval of the Settlement (the "Final Approval Motion"),
23 as set forth in the Amended Class Action Settlement Agreement and Release of Claims¹ (the
24 "Settlement Agreement") came for hearing in Department 1 of the above entitled court. The
25 Final Approval Motion was unopposed by Defendant Desert Aids Project. Having considered
26 the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials
27 properly before the Court and having conducted an inquiry pursuant to California Rules of Court,

28 ¹ See Exhibit A to the Declaration of Brian Mankin in support of the Motion for Final Approval, which was
concurrently filed on July 31, 2023.

the Final Approval Motion, the Court finds that all other materials properly before the Court and the Court finds that the California Rules of Court

See Exhibit A to the Declaration of Nathalie Beltran, filed concurrently with this Motion.

rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having considered the Settlement Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Litigation, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter over this Action, the Class Representatives, the Class Members, the Aggrieved Employees, and Defendant.

3. The Court finds that the distribution of the Class Notice, Objection Form, Dispute Form and Exclusion Form (collectively attached as Exhibit "A" to the Declaration of Nathalie Beltran filed on July 31, 2023), as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Class Members and fully met the requirements of California law and due process under the California and United States Constitution. Based on evidence and other material submitted, the actual notice to the class was adequate.

4. The Court finds that the instant Action presented a good faith dispute of the claims alleged, and the Court finds in favor of settlement approval.

5. The Released Class Claims on behalf of the Participating Class Members included:

- a. all claims stated in the operative Complaint and those based solely upon the facts in the Complaint, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) unlawful deduction of wages, (d) failure to provide meal periods, (e) failure to provide rest breaks, (f) failure to pay vested vacation upon separation of employment, (g) failure to failure to timely pay wages upon separation of employment, (h) failure to provide accurate itemized wage statements, (i) unfair and unlawful competition, and (j) all

1 other claims for statutory penalties based on the facts or claims alleged in the
2 operative complaint.

3 6. The PAGA Released Claims on behalf of the Aggrieved Employees included:

4 a. Plaintiffs alleged against the Released Parties, on behalf of themselves and the
5 State of California, based on the facts stated in the operative Complaint in the
6 Action and in the LWDA notice letter(s), including all PAGA claims seeking
7 civil penalties that premised upon (a) failure to pay minimum wages, (b)
8 failure to pay overtime wages, (c) unlawful deduction of wages, (d) failure to
9 provide meal periods, (e) failure to provide rest breaks, (f) failure to pay
10 vested vacation upon separation of employment, (g) failure to failure to timely
11 pay wages each pay period and upon separation of employment, and (h)
12 failure to provide accurate itemized wage statements.

13 7. There were no Objections and 3 valid Requests for Exclusion from the Settlement
14 which were submitted by Anne Blakeley, Rebecca Kaplan and Wayland Abner. Other than these
15 3 individuals, all Participating Class Members are entitled to payment pursuant to the Settlement
16 and this Judgment. Furthermore, all Aggrieved Employees are entitled to payment pursuant to
17 this Settlement and Judgment.

18 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
19 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
20 Parties are directed to perform in accordance with the terms set forth in the Settlement
21 Agreement and this Order and Judgment.

22 9. The Parties are to bear their own costs, except as otherwise provided in the
23 Settlement Agreement and this Order and Judgment.

24 10. For purposes of effectuating this Order and Judgment, this Court has certified the
25 following Class: "all current and former non-exempt (hourly paid) employees employed by
26 Defendant in California at any time during the period of August 18, 2016, through June 8, 2022"
27 (the "Class Period"). The Court deems this definition sufficient for purposes of California Rules
28 of Court, rule 3.765(a).

1 11. With respect to the Settlement Class and for purposes of approving this
2 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
3 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
4 fact common to the Settlement Class Members, and there is a well-defined community of interest
5 among the Class Members with respect to the subject matter of the Action; (c) the claims of
6 Class Representatives are typical of the claims of the Class Members; (d) the Class
7 Representatives have fairly and adequately protected the interests of the Class Members; (e) a
8 class action is superior to other available methods for an efficient adjudication of this
9 controversy; and (f) the counsel of record for the Class Representatives, i.e., Class Counsel, are
10 qualified to serve as counsel for the Plaintiffs in their individual and representative capacity and
11 for the Settlement Class.

12 12. By this Order and Judgment, the Class Representatives shall release, relinquish,
13 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
14 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
15 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
16 discharged all Released Class Claims.

17 13. By this Order and Judgment, Plaintiffs and the LWDA shall fully, finally, and
18 forever release, relinquish and discharge Defendant and the Released Parties from all PAGA
19 Released Claims, as defined in the Settlement Agreement.

20 14. The Settlement is not an admission of wrongdoing or violation by Defendant or
21 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
22 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this
23 Settlement Approval Order, the Settlement, or the Judgment nor any document referred to herein,
24 nor any action taken to carry out the Settlement are, may be construed as, or may be used as an
25 admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing
26 or liability whatsoever.

27 15. The "Gross Settlement Amount" to be paid under the Settlement Agreement is
28 \$400,000. From this amount, Class Counsel *sought* an award of attorney's fees of \$133,333.33,

litigation expenses of \$11,613.42, a Service Award for Class Representatives Andrew Zuniga and Vivian Velasquez of \$10,000 each, Settlement Administrator Costs of \$8,895 to ILYM Group, and \$30,000 to the LWDA for PAGA penalties and \$10,000 to the Aggrieved Employees. Defendant does not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the amounts set forth below from the Settlement Amount (which includes a reduction to the Service Awards):

- A) \$133,333.33 to Class Counsel for attorneys fees;
- B) \$11,613.42 to Class Counsel for costs/expenses;
- C) \$7,500 each to Class Representatives Andrew Zuniga and Vivian Velasquez as a Service Award;
- D) \$8,895 to the Settlement Administrator, ILYM Group;
- E) \$30,000 to the LWDA;
- F) \$10,000 to the Aggrieved Employees;
- G) After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

16. Defendant is directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. Administrator is directed to calculate the Participating Class Member's Individual Settlement Payments from the Net Settlement Amount, as well as the Aggrieved Employees individual payment, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

The date this Order is entered	The Effective Date occurs.
30 days after the Effective Date	Defendant is directed to issue the Gross Settlement Amount to the Settlement Administrator, plus separately pay its share of payroll taxes.
10 days after receipt of Payment	Settlement Administrator to issue all payments.

180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
April 30, 2024	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
May 13, 2024 at 8:30 a.m.	Final Report Hearing re: status of funding.

17. The envelope transmitting the settlement checks shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [INSERT DATE] the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Zuniga v. Desert Aids Project*, Case No. RIC2003219, on behalf of the Participating Class Members and Aggrieved Employees, which includes all current and former non-exempt (hourly paid) employees employed by Defendant in California at any time during the period of August 18, 2016, through June 8, 2022."

18. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail a reminder postcard within 10 days thereafter and provide the Participating Class Member with the deadline to cash the check. If any check that is issued to a current employee of Defendant is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the Defendant to have the check(s) delivered to the Participating Class Member at their place of employment. In the event that a Participating Class Members and/or Aggrieved Employees does not negotiate his/her check within this time period, the check will be canceled. The value of the

1 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
2 a settlement check shall be issued to the California State Controller's Office in the name of the
3 Participating Class Member and/or Aggrieved Employee.

4 19. This document shall constitute a Judgment for purposes of California Rule of
5 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
6 Class Representatives, the Class Members, the Aggrieved Employees, and Defendant for the
7 purposes of supervising the implementation, enforcement, construction, administration, and
8 interpretation of the Settlement Agreement and this Judgment.

9 IT IS SO ORDERED.

10 Dated: 8/24/23


11 Hon. Harold Hopp