

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
LAWYERS for JUSTICE, PC
450 North Brand Blvd, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CYNTHIA BARRAGAN, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

TIBURCIO VASQUEZ HEALTH CENTER,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Reservation ID: A-20078693-001

Case No.: RG20078693

Honorable Michael Markman
Department 23

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

Complaint Filed: October 20, 2020
FAC Filed: June 29, 2021
SAC Filed: September 10, 2021

Trial Date: None Set

1 This matter came before the Honorable Michael Markman, whose courtroom is located
2 in Department 23 of the above-entitled Court, located at Rene C. Davidson Courthouse
3 Administration Building, 1225 Fallon Street, Oakland, CA 94612, on May 29, 2025 at 10:00
4 a.m. for Plaintiff Cynthia Barragan’s (“Plaintiff”) Motion for Final Approval of Class Action
5 and PAGA Settlement, Attorneys’ Fees and Costs, and Class Representative Service Payment
6 (“Motion for Final Approval”).

7 On December 12, 2024, the Court entered an Order Granting Preliminary Approval of
8 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
9 approving the settlement of the above-entitled (“Action”) in accordance with the Class Action
10 and PAGA Settlement Agreement and Addendum to Class Action and PAGA Settlement
11 Agreement (collectively, the “Settlement Agreement”) entered into by and between Plaintiff and
12 Defendant, which, together with the exhibits annexed thereto set forth the terms and conditions
13 for settlement of the Action (“Settlement”).

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. This Order incorporates by reference the definitions in the Settlement Agreement
18 and the Preliminary Approval Order, and all capitalized terms used, but not defined, herein,
19 shall have the same meanings as in the Settlement Agreement.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
24 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
25 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
26 The Class is hereby defined to include: all current and former hourly-paid or non-
27 exempt employees employed by Defendant in California at any time during the Class Period (as
28 it is defined in the Settlement Agreement).

1 4. The Court confirms Lawyers for Justice, PC as counsel for the Class (“Class
2 Counsel”), and Plaintiff Cynthia Barragan as representative of the Class (“Class
3 Representative”).

4 5. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
5 Class Members, fully and accurately informed the Class Members of all material elements of
6 the Class Action Settlement and of their opportunity to participate in, object to or comment
7 thereon, or to seek exclusion from, the Class Action Settlement; was the best notice practicable
8 under the circumstances; was valid, due, and sufficient notice to all Class Members; and
9 complied fully with the laws of the State of California, the United States Constitution, due
10 process and other applicable law. The Class Notice fairly and adequately described the Class
11 Action Settlement and provided Class Members with adequate instructions and a variety of
12 means to obtain additional information.

13 6. Pursuant to California law, the Court hereby grants final approval to the
14 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
15 whole. More specifically, the Court finds that the Settlement was reached following meaningful
16 discovery and investigation conducted by Class Counsel; that the Settlement is the result of
17 serious, informed, adversarial, and arms-length negotiations between the parties; and that the
18 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
19 has considered all of the evidence presented, including evidence regarding the strength of
20 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration
21 of further litigation; the amount offered in the Settlement; the extent of investigation and
22 discovery completed; and the experience and views of Class Counsel. The Court has further
23 considered the absence of any objections to the Class Action Settlement submitted by Class
24 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
25 with the Settlement Agreement and the following terms and conditions.

26 7. A full opportunity has been afforded to Class Members to participate in the Final
27 Approval Hearing, and all Class Members and other persons wishing to be heard have been
28 heard. The Court also finds that Class Members also have had a full and fair opportunity to

1 exclude themselves from the Class Action Settlement. Accordingly, the Court determines that
2 all Class Members who did not submit a timely and valid Request for Exclusion to the
3 Settlement Administrator (“Participating Class Member”) are bound by the Class Action
4 Settlement and by this order and judgment (“Final Approval Order and Judgment”).

5 8. The Court finds that payment of Settlement Administration Costs in the amount
6 of \$10,000.00 is appropriate for the services performed and costs incurred and to be incurred for
7 the notice and settlement administration process. It is hereby ordered that the Settlement
8 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$10,000.00, in
9 accordance with the terms and methodology set forth in the Settlement Agreement.

10 9. The Court finds that the Class Representative Service Payment, in the amount of
11 \$10,000.00, to Plaintiff, is fair and reasonable for the work performed by Plaintiff on behalf of
12 the Class, and the State of California. It is hereby ordered that the Settlement Administrator
13 issue payment in the amount of \$10,000.00, to Plaintiff for her Class Representative Service
14 Payment, according to the terms set forth in the Settlement Agreement.

15 10. The Court finds that the allocation of \$200,000.00 toward penalties under the
16 Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Payment”),
17 is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall
18 distribute the PAGA Payment as follows: 75%, or the amount of \$150,000.00, will be paid to
19 the California Labor and Workforce Development Agency, and 25%, or the amount of
20 \$50,000.00, will be distributed to the Aggrieved Employees on a *pro rata* basis, based on their
21 Qualifying Pay Periods during the PAGA Period.

22 11. The Court finds that attorneys’ fees in the amount of up to \$516,666.67 to Class
23 Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that
24 the Settlement Administrator issue payment in the amount of \$516,666.67 to Class Counsel for
25 attorneys’ fees, in accordance with the terms and methodology set forth in the Settlement
26 Agreement.

27 12. The Court finds that reimbursement of litigation costs and expenses in the
28 amount of \$16,632.73 to Class Counsel is reasonable, and hereby approved. It is hereby

ordered that the Settlement Administrator issue payment in the amount of \$16,632.73 to Class Counsel for reimbursement of litigations costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. The Court finds that the Net Settlement Amount of \$796,700.60 to be fully distributed to the Class Members who did not timely opt out of the Settlement is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator will issue payments in the total amount of \$796,700.60 to Participating Class Members, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court hereby enters Judgment by which, upon Effective Date and payment by Defendant to the Settlement Administrator of the full amount of the Gross Settlement Amount (i.e., \$1,550,000.00) and Employer Taxes, Plaintiff and Participating Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties and Released Claims as set forth in the Settlement Agreement and Class Notice.

15. It is hereby ordered that Defendant fund (to the extent not already funded) the Gross Settlement Amount plus an amount sufficient to pay Employer Taxes pursuant to the Settlement Agreement to the Settlement Administrator in two installments. The First Installment Payment of \$775,000.00 must be transmitted into an escrow account to be established by the Settlement Administrator (the "Escrow Account") within 30 calendar days following the Effective Date. The Second Installment payment must be transmitted to the Escrow Account within 90 days after the date of Defendant's First Installment Payment.

16. It is hereby ordered that the Settlement Administrator shall distribute Individual Class Payment to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, the Class Representative Service Payment to Plaintiff, the LWDA Payment to the LWDA, the Attorneys' Fees and Costs to Class Counsel, and the Settlement Administration Costs to the Settlement Administrator within 14 calendar days after Defendant transmits the Second Installment Payment.

1 17. It is hereby ordered that any and all Individual Class Payment checks issued to
2 Participating Class Members that are not cashed, deposited, or otherwise negotiated within 180
3 calendar days from the date of their mailing will be cancelled and the funds associated with such
4 cancelled checks will be distributed in accordance with Code of Civil Procedure Section 384 to
5 Centro Legal De La Raza.

6 18. After entry of this Final Approval Order and Judgment, pursuant to California
7 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
8 implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
9 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise
10 and adjudicate any dispute arising from or in connection with the distribution of settlement
11 benefits.

12 19. Notice of entry of this Final Approval Order and Judgment shall be given by
13 posting a copy of the Final Approval Order and Judgment on the Settlement Administrator's
14 website for a period of at least 60 calendar days after the date of entry of this Final Approval
15 Order and Judgment. Individualized notice is not required to the Class.

16 20. A Final Compliance Hearing is scheduled for _____.
17 No later than 7 calendar days before the Final Compliance Hearing, the parties shall submit a
18 report to the Court specifying, among other things, the total amounts paid to Participating Class
19 Members, Aggrieved Employees, the Class Representative Service Payment to Plaintiff, the
20 LWDA Payment to the LWDA, the Attorneys' Fees and Costs to Class Counsel, and the
21 Settlement Administration Costs, and the leftover residual of settlement funds that will be paid to
22 Centro Legal de la Raza in accordance with Code of Civil Procedure Section 384.

23 **IT IS SO ORDERED.**

24 DATE: _____

The Honorable Michael Markman
Judge of the Alameda County Superior Court
of California