

Arby Aiwarzian (SBN 269827)
Elizabeth Parker-Fawley (SBN 301592)
Ryan Slinger (SBN 351297)
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 SACRAMENTO**

SANDEEP PUREWAL, 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.

ACC SENIOR SERVICES, an unknown
business entity; ASIAN COMMUNITY
CENTER OF SACRAMENTO VALLEY,
INC., an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 34-2020-00285518

Honorable Jill H. Talley
Department 23

CLASS ACTION

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

Date: May 9, 2025
Time: 9:00 a.m.
Department: 23

Complaint Filed: September 22, 2020
FAC Filed: November 20, 2020
Trial Date: None Set

1 This matter has come before the Honorable Jill H. Talley in Department 23 of the above-
2 entitled Court, located at 720 9th Street, Sacramento, California 95814, on Plaintiff Sandeep
3 Purewal's ("Plaintiff" or "Class Representative") Motion for Final Approval of Class Action and
4 PAGA Settlement ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of
5 Plaintiff, and Martenson, Hasbrouck & Simon LLP appeared on behalf of Defendants ACC Senior
6 Services and Asian Community Center of Sacramento Valley, Inc. (together, "Defendants").

7 On August 20, 2024, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action
10 and PAGA Settlement ("Agreement," "Settlement," or "Settlement Agreement"), which, together
11 with the exhibits annexed thereto set forth the terms and conditions for settlement of the Action.

12 Having reviewed the Settlement Agreement and duly considered the parties' papers and
13 oral argument, and good cause appearing,

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

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

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

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All current and former hourly-paid or non-exempt employees who were
26 employed by Defendants within the State of California at any time from
27 November 22, 2016 through August 20, 2024 ("Class" or "Class
Members").

28 4. The Court Approved Notice of Class Action Settlement ("Class Notice") that was

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

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

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Class Settlement. Accordingly, the Court determines that all Class Members who have not
26 submitted a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class
27 Members”), are bound by the Class Settlement and by this order and judgment (“Final Approval
28 Order and Judgment”), and the State of California and all Class Members employed by Defendants

1 within the State of California at any time from September 15, 2019 through August 20, 2024
2 (“PAGA Employees”) are bound by the PAGA Settlement and this Final Approval Order and
3 Judgment.

4 7. The Court finds that allocation of \$400,000.00 toward penalties under the
5 California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and
6 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
7 Amount as follows: the amount of \$300,000.00 to the California Labor and Workforce
8 Development Agency (“LWDA Payment”), and the amount of \$100,000.00 to be distributed to
9 the PAGA Employees (“PAGA Employees Amount”), in accordance with the terms and
10 methodology set forth in the Settlement Agreement.

11 8. The Court finds that payment of Settlement Administration Costs in the amount of
12 \$21,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
13 notice and settlement administration process. It is hereby ordered that the Settlement
14 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
15 \$21,000.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

16 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
17 the work performed by Plaintiff on behalf of the Class Members, the State of California, and PAGA
18 Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount of
19 \$10,000.00 to Plaintiff for her Enhancement Payment, according to the terms and methodology set
20 forth in the Settlement Agreement.

21 10. The Court finds that the requested attorneys’ fees in the amount of \$805,000.00 to
22 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
24 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
25 amount of \$805,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
26 methodology set forth in the Agreement.

27 11. The Court finds that the requested litigation costs of \$9,733.17 to Class Counsel is
28 reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue

1 payment in the amount of \$9,733.17 to Class Counsel for reimbursement of litigation costs and
2 expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

3 12. The table set forth below shows the calculation of the Net Settlement Sum, to be
4 distributed pursuant to the Settlement:

5 Total Settlement Amount	\$2,300,000.00
6 Attorneys' Fees	\$805,000.00
7 Litigation Costs	\$9,733.17
8 Enhancement Payment	\$10,000.00
9 Settlement Administration Costs	\$21,000.00
10 PAGA Amount	\$400,000.00
11 Net Settlement Amount to be paid to	\$1,054,266.83
12 Settlement Class Members	

13 In addition to the Net Settlement Amount, \$100,000.00 shall be distributed to the PAGA
14 Employees on a *pro rata* basis.

15 13. The Court hereby orders that upon the Effective Date, and full funding of the Total
16 Settlement Amount, Plaintiff and all Settlement Class Members waive, release, and discharge the
17 Released Parties of any and all Released Class Claims for the Class Period, in accordance with the
18 terms set forth in the Settlement Agreement.

19 14. The Court hereby orders that upon the Effective Date, and full funding of the Total
20 Settlement Amount, the State of California and all PAGA Employees waive, release and discharge
21 the Released Parties of any and all Released PAGA Claims for the PAGA Period, in accordance
22 with the terms set forth in the Settlement Agreement.

23 15. It is hereby ordered that within ninety (90) calendar days after Final Approval,
24 Defendants will make a deposit of \$500,000.00, into the qualified settlement account established
25 by the Settlement Administrator ("First Installment"). One (1) year after the funding of the First
26 Installment, Defendants will make a deposit of \$450,000.00, into the qualified settlement account
27 established by the Settlement Administrator ("Second Installment"). One (1) year after the funding
28 of the Second Installment, Defendants will make a deposit of \$450,000.00, plus an amount

sufficient to pay Employer Taxes, into the qualified settlement account established by the Settlement Administrator (“Third Installment”). One (1) year after the funding of the Third Installment, Defendants will make a deposit of \$450,000.00, into the qualified settlement account established by the Settlement Administrator (“Fourth Installment”). One (1) year after the funding of the Fourth Installment, Defendants will make a deposit of \$450,000.00, into the qualified settlement account established by the Settlement Administrator (“Fifth Installment”). To the extent that any payment due date on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

16. It is hereby ordered that within seven (7) calendar days of the funding of the First Installment, the Settlement Administrator will distribute the LWDA Payment to the LWDA, the Enhancement Payment to Plaintiff, and the first half (50%) of the Settlement Administration Costs to itself. Any funds remaining after this distribution shall be retained in the account established by the Settlement Administrator. Within seven (7) calendar days of the funding of the Second Installment, the Settlement Administrator will issue checks for the first half of the Individual Settlement Payments to Settlement Class Members. The Settlement Administrator shall also set aside the Employer Taxes on these payments, and all employee-side payroll taxes, contributions, and withholdings, and timely forward these to the appropriate government authorities. Any funds remaining after this distribution shall be retained in the account established by the Settlement Administrator. Within seven (7) calendar days of funding of the Third Installment, the Settlement Administrator shall issue checks for the second half of the Individual Settlement Payments to Settlement Class Members. The Settlement Administrator shall also set aside the Employer Taxes on these payments, and all employee-side payroll taxes, contributions, and withholdings, and timely forward these to the appropriate government authorities. Any funds remaining after this distribution shall be retained in the account established by the Settlement Administrator. Within seven (7) calendar days of the funding of the Fourth Installment, the Settlement Administrator shall issue checks for the Individual PAGA Payments to PAGA Employees, distribute the second half of the Settlement Administration Costs to itself, and distribute the Court-approved Litigation Costs to Class Counsel. Any funds remaining after this distribution shall be retained in the account

1 established by the Settlement Administrator. Within seven (7) days of the funding of the Fifth
2 Installment, the Settlement Administrator shall distribute Court-Approved Attorneys' Fees to
3 Class Counsel.

4 17. Each Individual Settlement Payment and Individual PAGA Payment check shall be
5 valid and negotiable for one hundred eighty (180) calendar days after mailing by the Settlement
6 Administrator, and thereafter, shall be voided. Any unclaimed funds, including funds from
7 uncashed settlement checks, will be paid out in accordance associated with California Code of
8 Civil Procedure section 384(b) to the non-profit organization South Sacramento Interfaith
9 Partnership. All Settlement Class Members and PAGA Employees shall be bound by the terms
10 and conditions of this Settlement Agreement regardless of whether or not they cash or otherwise
11 negotiate their Individual Settlement Payment check and/or Individual PAGA Payment check.

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

17 19. A Final Compliance Hearing is set for _____ at
18 _____ a.m./p.m. in Department 23. Class Counsel shall submit a final accounting report
19 regarding the status of the settlement administration at least five (5) court days prior to the Final
20 Compliance Hearing.

21
22 Dated: _____

Honorable Jill H. Talley
Judge of the Superior Court