

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
Lirit A. King, Esq. (SBN 252521)
Simone L. White, Esq. (SBN 331627)
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
E-Mail: mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com
lking@bradleygrombacher.com
swhite@bradleygrombacher.com

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian, II, Esq. (SBN 146621)
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892
sahagii@aol.com

Attorneys for Plaintiff, JUAN GONZALEZ, individually
and on behalf of other individuals similarly situated

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JUAN GONZALEZ, individually and on behalf of
other individuals similarly situated,

Plaintiff,

v.

LOS ANGELES JEWISH HOME FOR THE
AGING, a California corporation; EISENBERG
VILLAGE OF THE LOS ANGELES JEWISH
HOME FOR THE AGING; a California
corporation; and DOES 1-100 inclusive,

Defendants.

Case No.: 20STCV35976

[Assigned to Hon. Elihu Berle, Dept. 6]

**REVISED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND FINAL JUDGMENT**

Complaint Filed: September 18, 2020

FILED
Superior Court of California
County of Los Angeles

02/23/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Lim Deputy

1 Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement came
2 before this Court as duly noticed. This is a class action and an enforcement action under the Private
3 Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.*, brought by Plaintiff Juan
4 Gonzalez ("Plaintiff") against Defendants Brandman Centers for Senior Care, Inc., JHA Geriatric
5 Services, Inc., Eisenberg Village of the Los Angeles Jewish Home for Aging, Grancell Village of the
6 Los Angeles Jewish Home for the Aging, Los Angeles Jewish Home for the Aging, Annenberg School
7 of Nursing, and JHA West 16 LLC ("Defendants"). The Court, having considered the papers submitted
8 in support of Plaintiff's unopposed motion and the arguments of counsel, and having considered the
9 Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement"), HEREBY
10 ORDERS AS FOLLOWS:

- 11 1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.
- 12 2. The Court has jurisdiction over the subject matter of this action, all members of the Class,
13 and Defendants.
- 14 3. The Court granted preliminary approval of the Settlement Agreement on September 28,
15 2022;
- 16 4. In accordance with California Rules of Court and the requirements of due process, all
17 members of the Class have been given proper and adequate notice of the Settlement. Based upon the
18 evidence submitted by the Parties, the Settlement Agreement, the arguments of counsel, and all the
19 files, records and proceedings in this case, the Court finds that the Notice and notice methodology
20 implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order (a)
21 constituted the best practicable notice under the circumstances; (b) constituted notice that was
22 reasonably calculated, under the circumstances, to apprise members of the Class of the pendency of
23 the litigation, their right to object to the Settlement, and their right to appear at the Fairness Hearing;
24 (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice;
25 and (d) met all applicable requirements of California Code of Civil Procedure § 877.6, and any other
26 applicable law.
- 27 5. The Settlement Agreement in this action warrants final approval because it is fair,
28 adequate, and reasonable to those it affects, including in light of the financial circumstances of

Defendants, and resulted from vigorously contested litigation, and extensive good-faith arm's length negotiations between the Parties, and is in the public interest considering the following factors:

- (a) the strength of the Plaintiff's case;
- (b) the risk, expense, complexity and likely duration of further litigation;
- (c) the risk of maintaining class action status throughout the trial;
- (d) the amount offered in settlement;
- (e) the extent of discovery completed, and the stage of the proceedings;
- (f) the experience and views of counsel;
- (g) the presence of a governmental participant; and
- (h) the reaction of the class members to the proposed settlement.

Torrisi v. Tucson Elec. Power Co., 8 F.3d 1370, 1375 (9th Cir. 1993).

6. Settlements that follow sufficient discovery and genuine arms-length negotiation are presumed fair. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).

7. The Final Approval Motion is hereby GRANTED, and the Settlement Agreement is hereby APPROVED as fair, reasonable, adequate, and in the public interest, and the terms of the Settlement Agreement are hereby determined to be fair, reasonable and adequate, for the exclusive benefit of the Class Members. The Parties are directed to consummate the Settlement Agreement in accordance with its terms.

8. The Class is certified for the purposes of settlement only.

9. The Court APPROVES payment of the Total Settlement Amount in accordance with the terms of the Settlement Agreement.

10. The Court APPROVES payment of the Service Payment to Class Representative Juan Gonzalez in the amount of \$5,000.00.

11. The Court APPROVES payment of Class Counsel's attorneys' fees in the amount of \$158,333.33 (the Settlement Agreement provides for an award of up to 1/3 of the Total Settlement Amount to Class Counsel).

12. The Court APPROVES an award reimbursing Class Counsel for their reasonable expenses incurred in litigation this matter of \$10,314.15.

13. The Court APPROVES payment for claims administration in the amount of \$14,000.00 to ILYM Group, the Settlement Administrator, from the Total Settlement Amount for administration of the settlement.

14. The Court APPROVES payment of \$25,000 as penalties under the California Labor Code Private Attorney General Act (California Labor Code §§ 2699 et seq. (“PAGA”), from which \$18,750.00 is to be paid to the California Labor and Workforce Development Agency (“LWDA”).

15. The Court finds that no attorneys have asserted any attorney liens as to the Attorneys' Fees and Costs awarded by the Court.

16. The allocation plan is hereby APPROVED as fair, adequate, and reasonable. The payment to the Class, Service Payment , Settlement Administrator's Expenses, and Class Counsel's Attorneys' Fees and Costs shall be distributed in accordance with the terms of the Settlement Agreement and any further orders of this Court.

17. In consideration of the settlement payment, and for other good and valuable consideration, each of the Class Members shall, by operation of this Judgment, have fully, finally, and forever released, relinquished, and discharged all causes of action and factual or legal theories that were alleged, or could have been alleged, in the Complaint and/or the First Amended Complaint or arise from facts alleged in the Complaint and/or the First Amended Complaint, including all claims under Labor Code sections 201, 202, 203, 204, 212, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 2802, 2698-2699, the applicable Wage Orders, Business & Professions Code section 17200 *et. seq.*, all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief against Released Parties, during the entirety of the Class Period from April 5, 2017 to November 19, 2021.

18. The Class Members shall not include the following individuals who timely requested exclusion from the settlement:

Jeanette Cervantes

Thongdum Fagfoomsintu

Hector Ferrera

Eva Kostow

1 Elvina Matevosyan

2 Luis Melgar

3 Kimberly O'Brien

4 Susan Ortiz

5 Jose Alfredo Perdomo

6 Jeffrey Rale

7 Elvira Rale

8 Ada Rodas

9 Princesita Santos

10 Roxana Sultan

11 Andrew Valencia

12
13 19. Further, regardless of whether they submitted a valid Request for Exclusion, all PAGA
14 Employees shall, by operation of this Judgment, have fully, finally, and forever released against the
15 Released Parties: any and all claims for civil penalties under the PAGA recoverable by Plaintiff,
16 individually and as the representatives acting as proxy or agent of the LWDA, a State of California
17 Executive Branch Agency, for violations that were alleged in, or arise out of the facts alleged in the
18 Complaint, the First Amended Complaint, and/or the September 18, 2020 and August 11, 2021 letters
19 submitted by Plaintiff to California's Labor and Workforce and Development Agency, including with
20 respect to failure to pay all wages for all hours worked, including overtime pay; failure to provide
21 compliant meal and rest breaks; failure to pay all wages timely; failure to reimburse for business
22 expenses incurred; failure to provide accurate, itemized wage statements, including claims under
23 Labor Code sections 200, 201, 202, 203, 204, 212, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1,
24 2802, 2698-2699, and the applicable Wage Orders, during the entirety of the PAGA Period from
25 September 18, 2019 to November 19, 2021.

26 20. This Judgment is the Final Judgment in the Action as to all Released Class Claims and
27 Released PAGA Claims.

28 21. Plaintiff and Class Representative Juan Gonzalez also generally releases Defendants from

1 any and all of the Plaintiff's Released Claims as defined in the Settlement Agreement. This general
2 release by Plaintiff includes a waiver of rights under California Civil Code Section 1542.

3 22. Without affecting the finality of this Judgment in any way, this Court retains jurisdiction
4 over (a) implementation of the Settlement and the terms of the Settlement Agreement; (b) distribution
5 of the payment to the Class, the PAGA Employees, the Settlement Administrator's Expenses, the
6 Service Payment to the Class Representative, payment to Labor and Workforce Development Agency
7 for PAGA penalties, and Class Counsel's attorneys' fees and costs; and (c) all other proceedings
8 related to the implementation, interpretation, administration, consummation, and enforcement of the
9 terms of the Settlement Agreement and/or the Settlement, and the administration of Claims. The time
10 to appeal from this Judgment shall commence upon its entry.

11 23. In the event that the Settlement Effective Date does not occur, resulting in the return and/or
12 retention of the Total Settlement Amount to Defendants consistent with the terms of the Settlement
13 Agreement, this Judgment shall be rendered null and void and shall be vacated, *nunc pro tunc*, except
14 insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to
15 the status quo ante rights of Plaintiff, Class Members, PAGA Employees, and Defendants.

16 24. The Settlement Agreement is not an admission by Defendants, nor is this Final Approval
17 Order and Judgment a finding, of the validity of any claims or of any wrongdoing by Defendants.
18 Neither this Final Approval Order and Judgment, the Settlement Agreement, nor any document
19 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be
20 used as an admission by or against Defendants of any fault, wrongdoing or liability whatsoever. The
21 entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related
22 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession
23 with regard to the denials or defenses by Defendants and shall not be offered in evidence in any action
24 or proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
25 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
26 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any
27 of the Parties may file in the Action or in any other proceeding this Final Approval Order and
28 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the

1 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or
2 issue preclusion or similar defense as to the claims being released by the Settlement.

3 25. This Court finds that there is no just reason for delay and expressly directs Judgment and
4 immediate entry by the Clerk of the Court.

5 26. The Court sets an Order to Show Cause (OSC”) regarding compliance with the terms of
6 the judgment for October 9, 2023. The parties shall submit a joint report and declaration from the
7 administrator regarding compliance with this order no later than October 2, 2023.

8
9 ACCORDINGLY, having resolved all disputed issues in this matter, it is HEREBY
10 ORDERED, ADJUDGED, AND DECREED that FINAL JUDGMENT is entered in this action.

11 **IT IS SO ORDERED.**



Elihu M. Berle

12
13 DATED: 02/23/23

Elihu M. Berle / Judge

HON. ELIHU BERLE
JUDGE OF THE SUPERIOR COURT