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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ELIAS RIOS, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

MOUNTAIN VIEW CHILD CARE, INC.
DBA TOTALLY KIDS SPECIALTY
HEALTHCARE; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2121987

Honorable Christian Towns
Department S26

CLASS ACTION

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

Date: April 2, 2025
Time: 8:30 a.m.
Department: S26

Complaint Filed: July 29, 2021
Trial Date: None Set

1 This matter has come before the Honorable Christian Towns in Department S-26 of the
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on
3 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees,
4 Litigation Costs, and Incentive Award ("Motion for Final Approval"). Lawyers *for* Justice, PC
5 appears on behalf of Plaintiff Elias Rios ("Plaintiff"), and Gordon Rees Scully Mansukhani
6 appears on behalf of Defendant Mountain View Child Care, Inc. ("Defendant").

7 On October 16, 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 ("Class Action") and the PAGA representative action entitled *Elias*
10 *Rios v. Mountain View Child Care, Inc. and Doug Padgett*, filed in San Bernardino County
11 Superior Court, Case No. CIVSB2127153 ("PAGA Action") (together the Class Action and PAGA
12 Action are referred to as the "Litigation"). in accordance with the Joint Stipulation of Class Action
13 and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which, together
14 with the exhibits annexed thereto set forth the terms and conditions for settlement of the Litigation.

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

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

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

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

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

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1 All current and former hourly-paid or non-exempt employees who worked
2 for Defendant within the State of California at any time during the period
from July 29, 2017 through July 20, 2023 (“Class” or “Class Members”).

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

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

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

1 who have not submitted a timely and valid Request for Exclusion from the Class Settlement
2 (“Settlement Class Members”), are bound by the Class Settlement and by this order and judgment
3 (“Final Approval Order”), and the State of California and all current and former hourly-paid or
4 non-exempt employees who worked for Defendant within the State of California at any time during
5 the period from July 17, 2020 through July 20, 2023 (“Aggrieved Employees”) are bound by the
6 PAGA Settlement and this Final Approval Order.

7 7. The Court finds that allocation of \$37,500.00 toward penalties under the California
8 Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and appropriate,
9 and hereby approved. The Settlement Administrator shall distribute the PAGA Penalties as
10 follows: the amount of \$28,125.00 to the California Labor and Workforce Development Agency
11 (“LWDA Payment”), and the amount of \$9,375.00 to be distributed to the Aggrieved Employees
12 (“Employee PAGA Amount”), in accordance with the terms and methodology set forth in the
13 Agreement.

14 8. The Court finds that payment of Administration Costs in the amount of \$13,465.00
15 is appropriate for the services performed and costs incurred and to be incurred for the notice and
16 settlement administration process. It is hereby ordered that the Settlement Administrator,
17 Simpluris, Inc., shall issue payment to itself in the amount of \$13,465.00, in accordance with the
18 terms and methodology set forth in the Agreement.

19 9. The Court finds that the Incentive Award sought is fair and reasonable for the work
20 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement Administrator
21 issue payments in the amount of \$10,000.00 to Plaintiff Elias Rios for his Incentive Award,
22 according to the terms and methodology set forth in the Agreement.

23 10. The Court finds that the requested Attorneys’ Fees in the amount of \$507,500.00 to
24 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
26 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
27 amount of \$507,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
28 methodology set forth in the Agreement.

1 11. The Court finds that the requested Litigation Costs of \$24,605.05 to Class Counsel
2 is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue
3 payment in the amount of \$24,605.05 to Class Counsel for reimbursement of litigation costs and
4 expenses, in accordance with the terms and methodology set forth in the Agreement.

5 12. The Court hereby orders that upon the Effective Date and full funding of the Gross
6 Settlement Amount (including all employer payroll taxes owed on the wage portion of the
7 Individual Settlement Payments), Plaintiff and all Settlement Class Members shall be conclusively
8 determined to have given a release of any and all Released Class Claims against the Released
9 Parties, in accordance with the terms set forth in the Settlement Agreement.

10 13. The Court hereby orders that upon the Effective Date and full funding of the
11 Maximum Settlement Amount, Plaintiff, the State of California, and all Aggrieved Employees
12 shall be conclusively determined to have given a release of any and all Released PAGA Claims
13 against the Released Parties, in accordance with the terms set forth in the Settlement Agreement.

14 14. It is hereby ordered that within 30 calendar days of the Effective Date, Defendant
15 shall remit to the Settlement Administrator the 1st of 48 equal monthly installment payments. The
16 2nd installment payment will be made by the 1st day of the month, no fewer than 30 days after the
17 1st installment payment. Each subsequent installment payment thereafter will be made on or before
18 the 1st of every month until the entire \$1,450,000.00 Gross Settlement Amount is paid in full. No
19 later than 5 calendar days after Defendant has made the 30th Payment, the Settlement Administrator
20 shall distribute the following payments: (i) Individual Settlement Payments to Settlement Class
21 Members, (ii) Individual PAGA Payments to Aggrieved Employees, and (iii) Court-approved
22 Incentive Award to Plaintiff. No later than 5 calendar days after the final Payment, the Settlement
23 Administrator shall distribute the following payments: (i) LWDA Payment to the LWDA, (iii)
24 Court-approved Attorney's Fees and Litigation Costs to Class Counsel, and (iii) Court-approved
25 Administration Costs to itself.

26 15. Any checks issued to Class Members or Aggrieved Employees shall remain valid
27 and negotiable for 180 calendar days from the date of their issuance. For any Class Member whose
28 Individual Settlement Payment check or Individual PAGA Payment check is uncashed within 180

1 days, the Settlement Administrator shall transmit the funds represented by such checks to Court
2 Appointed Special Advocates (“CASA”), a non-profit organization or foundation consistent with
3 Code of Civil Procedure Section 384, subd. (b). All Settlement Class Members and Aggrieved
4 Employees shall be bound by the terms and conditions of this Settlement Agreement regardless of
5 whether or not they cash or otherwise negotiate their Individual Settlement Payment check and/or
6 Individual PAGA Payment check.

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

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

16 18. A Final Compliance Hearing is set for _____ at _____
17 a.m./p.m. in Department S26. Class Counsel shall submit a final accounting report regarding the
18 status of the settlement administration at least 5 court days prior to the Final Compliance Hearing.

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20 Dated: _____

21 Honorable Christian Towns
22 Judge of the Superior Court
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