

1 Raymond P. Boucher, State Bar No. 115364
ray@boucher.la
2 Shehnaz M. Bhujwala, State Bar No. 223484
bhujwala@boucher.la
3 Alexander Gamez, State Bar No. 309708
gamez@boucher.la
4 BOUCHER LLP
21600 Oxnard Street, Suite 600
5 Woodland Hills, California 91367-4903
Tel: (818) 340-5400
6 Fax: (818) 340-5401
7 Sahag Majarian II, State Bar No. 146621
sahagii@aol.com
8 LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
9 Tarzana, California 91356
Tel: (818) 609-0807
10 Fax: (818) 609-0892

11 *Attorneys for Plaintiff Michelle Kahn and Class Counsel*
12 *[Additional counsel on the next page]*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15
16 ANTOINETTE BARBA, FRANCISCA
GUZMAN, individually and on behalf of all
17 others similarly situated,
18 Plaintiff,
19 vs.
20 EMANATE HEALTH; and DOES 1 through
20, inclusive,
21 Defendants.
22

Case No. 20STCV49584

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS'
FEES, COSTS AND SERVICE
PAYMENTS; JUDGMENT**

Date: June 3, 2024
Time: 1:30 P.M.
Dept.: SSC-10

The Hon. William F. Highberger,
Dept 10, SSC

1 AEGIS LAW FIRM, PC
2 **AEGIS LAW FIRM, PC**
3 KASHIF HAQUE, State Bar No. 218672
4 SAMUEL A. WONG, State Bar No. 217104
5 JESSICA L. CAMPBELL, State Bar No. 280626
6 KRISTY R. CONNOLLY, State Bar No. 328477
7 kconnolly@aegislawfirm.com
8 9811 Irvine Center Drive, Suite 100
9 Irvine, California 92618
10 Telephone: (949) 379-6250
11 Facsimile: (949) 379-6251

12 *Attorneys for Plaintiffs Antoinette Barba,*
13 *Francisca Guzman, Ellen Koci, individually,*
14 *and on behalf of all others similarly situated.*
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 The Court, having considered the unopposed Motion for Final Approval of Class Action
2 Settlement and Attorneys' Fees, Costs, and Service Payments ("Motion") filed by Plaintiffs
3 Antoinette Barba, Francisca Guzman, Ellen Koci, and Michelle Kahn ("Plaintiffs"), the proposed
4 Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or
5 "SA") and the supporting points and authorities, supporting declarations and papers submitted
6 with the Motion, and any arguments presented at the hearing, and for good cause appearing, now
7 hereby grants Plaintiffs' Motion and enters the following orders:

8 1. This Order hereby incorporates by reference the definitions of the Settlement
9 Agreement as though fully set forth herein, and all terms used herein shall have the same meaning
10 as set forth in the Settlement Agreement.

11 2. The Court conditionally certifies and approves, for settlement purposes only, the
12 following Class: all individuals who were employed by Defendant in the State of California as
13 hourly, non-exempt employees at any time from November 16, 2019 to July 20, 2023 ("Class").

14 3. The Court grants final approval of the terms of the Settlement Agreement because
15 it meets the criteria for final settlement approval. The settlement described in the Settlement
16 Agreement falls within the range of possible approval and is fair, adequate, and reasonable. It
17 results from an arm's length and informed negotiation by counsel for the Parties. It treats all
18 members of the Class fairly.

19 4. Notice by First Class U.S. Mail of the Notice of Class Action Settlement and
20 Hearing Date for Final Court Approval, transmitted to Class Members constituted the best
21 practicable notice to all Class Members in the settlement, as set forth in the Settlement Agreement,
22 under the circumstances and fully complied with due process requirements under the law of the
23 State of California and other applicable laws. Based on the evidence submitted in conjunction with
24 the Motion, the Court determines that this direct mailing Notice to the Class was adequate. The
25 Notice informed members of the Class of the terms of the settlement, their right to a share of the
26 settlement proceedings, their right to request exclusion from the class portion of the settlement,
27 and their right to object to class settlement terms as well as their right to appear in person or by
28 counsel at the Final Approval hearing and to be heard, and to challenge their estimated workweeks

1 upon which settlement payments will be calculated and paid. Adequate and sufficient periods of
2 time were provided for each of these procedures.

3 5. A full opportunity was afforded to Class Members to participate in the Final
4 Approval hearing. No member of the Class objected to the Settlement Agreement or any
5 settlement terms. Likewise, the evidence submitted in support of final approval supports a finding
6 that the Labor and Workforce Development Agency (“LWDA”) was provided a copy of the
7 Settlement Agreement by Class Counsel prior to the filing of Plaintiffs’ Motion for Preliminary
8 Approval and has not intervened or otherwise asserted an objection thereto. The following Class
9 Member who submitted a Request for Exclusion is excluded from the Class: Dora Shaieb.

10 6. The Court finds, for settlement purposes only, that the Settlement satisfies the
11 applicable standards for certification under California Code of Civil Procedure section 382, and
12 incorporates by reference herein all reasons set forth in the Court’s Preliminary Approval Order
13 for granting final approval to certify the Settlement Class, as defined above.

14 7. The Court approves the settlement, and each of the releases (Released Class
15 Claims, Released PAGA Claims) and Plaintiffs’ general release with a Civil Code section 1542
16 waiver, and other terms set forth in the Settlement Agreement as fair, reasonable, and adequate as
17 to all Class Members, Aggrieved Employees, the Plaintiffs, and Defendant. Plaintiffs, Class
18 Counsel, Defendant and Defendant’s Counsel, and the Settlement Administrator are directed to
19 perform all required actions in accordance with the terms set forth in the Settlement Agreement.

20 8. In accordance with the parameters of the Settlement Agreement, all of the claims
21 asserted in this Action are dismissed with prejudice, although the Action itself is not dismissed for
22 purposes of the Court’s retention of jurisdiction and supervision and enforcement of the
23 settlement. By this Judgment, as of the Effective Date of the Settlement, the Released Parties, as
24 defined in the Settlement Agreement, are released from the Released Class Claims, Released
25 PAGA Claims, and Class Representatives’ Released Claims as defined in the Settlement
26 Agreement.

27 9. The Court reserves and retains exclusive and continuing jurisdiction over the above
28 captioned matter, Plaintiffs, Class Members, Aggrieved Employees and Defendant for the purpose

1 of supervising the implementation, effectuation, enforcement, construction, administration, and
2 interpretation of the Settlement Agreement and this Judgment only.

3 10. The Court determines that the plan of allocation for payment of the Gross
4 Settlement Amount payment as set forth in the Settlement Agreement is fair and reasonable and
5 that distribution of the Net Settlement Amount to Participating Class Members, and the LWDA
6 PAGA Payment and the Aggrieved Employees, shall be done in accordance with the terms
7 outlined in the Class Notice and Settlement Agreement.

8 11. Plaintiffs Antoinette Barba, Francisca Guzman, Ellen Koci, and Michelle Kahn are
9 hereby granted final appointment as Class Representatives for purposes of settlement.

10 12. Raymond P. Boucher and Alexander Gamez of Boucher, LLP, Sahag Majarian II of
11 the Law Offices of Sahag Majarian II, and Kashif Haque, and Kristy R. Connolly of Aegis Law
12 Firm, PC, are appointed as Class Counsel for the Class for purposes of settlement.

13 13. The Settlement Administrator, Phoenix Settlement Administrators, shall pay from
14 the Gross Settlement Amount all court-approved payments: (i) the Settlement Administration
15 Costs; (ii) the PAGA Payment to the California Labor Workforce Development Agency
16 (“LWDA”) and the Aggrieved Employees; (iii) the Service Payment to the Class Representatives
17 to compensate them for their valuable services to the Class Members, risks undertaken in bringing
18 the lawsuit, and general release; (iv) the Class Counsel fees and costs; and (v) any payments for
19 redistribution to Controller of the State of California pursuant to the Unclaimed Property Law,
20 California Civil Code § 1500 *et seq.*, for the benefit of those Class Members and Aggrieved
21 Employees who did not cash their checks until such time that they claim their property.

22 14. The Court hereby approves the payment of Settlement Administration Costs in the
23 amount of \$35,000 to Phoenix Settlement Administrators for notice and settlement administration
24 services rendered in this matter.

25 15. The Court hereby approves the PAGA Payment of \$100,000 from the Gross
26 Settlement Amount, with \$75,000 (75% of the total) to the LWDA, and \$25,000 (75% of the total)
27 to be distributed to the Aggrieved Employees.

28 16. The Court also approves a \$7,500 Class Representative Enhancement Award to

1 each of the Plaintiffs and Class Representatives Antoinette Barba, Francisca Guzman, Ellen Koci,
2 and Michelle Kahn, payable from the Gross Settlement Amount, in recognition of their sustained
3 service to the Class in initiating and maintaining this litigation and the risks undertaken for the
4 benefit of the Class.

5 17. The Court hereby awards to Class Counsel (Boucher LLP, Law Offices of Sahag
6 Majarian II, and Aegis Law Firm, PC) the amount of \$1,498,500 for attorneys' fees. Based upon
7 Plaintiffs' Fees Motion, the Court determines that the requested 1/3 (33.33%) of the common fund
8 for legal fees are supported by the lodestar cross-check conducted by the Court based upon the
9 summaries regarding the work performed and that was submitted by Class Counsel in their
10 supporting declarations or lodged with the Court. The \$1,498,500 Fee Award shall be distributed
11 as between the court-appointed Class Counsel pursuant to their fee agreements, as follows:
12 \$989,010 to Aegis Law Firm, PC (66%), \$254,745 to Boucher LLP (17%), and \$254,745 to the
13 Law Offices of Sahag Majarian II (17%).

14 18. The Court hereby awards to Class Counsel the combined amount of \$41,609.91 for
15 reimbursement of reasonable, advanced litigation costs incurred by them in this Action, which
16 shall be payable to each law firm for their respective costs: Boucher LLP: \$17,164.31; Law
17 Offices of Sahag Majarian II: \$0 (waived); Aegis Law Firm, PC: \$24,445.60.

18 19. The Court finds that the payments to the Settlement Administrator, LWDA,
19 Aggrieved Employees, the Class Representatives, and Class Counsel, as awarded, are fair and
20 reasonable. The Settlement Administrator is directed to make the foregoing payments in
21 accordance with the terms of the Settlement Agreement.

22 20. Defendant is directed to continue to deposit payment with the Settlement
23 Administrator to fully fund the Gross Settlement Amount in the amount specified in the
24 Settlement Agreement.

25 21. One Class Member has requested exclusion from the Settlement. Accordingly, after
26 the Gross Settlement Amount is fully funded, and the Settlement Administrator makes payments
27 therefrom for the Court's awards of attorneys' fees, litigation costs, Settlement Administration
28 Costs, and the Class Representatives' Service Payments, as well as the LWDA PAGA Payment,

1 the Net Settlement Amount, consisting of funds to be used to pay all Class Members, is
2 \$2,819,890.09

3 22. The Court hereby enters final judgment in accordance with the terms of the
4 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement filed
5 on February 2, 2024 and this Order.

6 22. Plaintiffs shall provide the Court with a Final Accounting report (i.e., a Declaration
7 Regarding Distribution), detailing the payments made and the amount of any unclaimed funds
8 following the conclusion of the 180-day check-cashing deadline, and by no later than 9/22/25,
9 2025. The report must be supported by a declaration from the Settlement Administrator. A Non-
10 Appearance Case Review Regarding Distribution is scheduled for 9/29, 2025, at 9 AM /
11 ~~PM~~, in Department 10 of the Los Angeles County Superior Court, Spring Street Courthouse, 312
12 North Spring Street, Los Angeles, CA 90012.

13 23. A copy of this order and judgment shall be posted on the Settlement
14 Administrator's website to effectuate notice.

15
16 IT IS SO ORDERED.

17
18 DATED: 6/3, 2024

19
20 
21 HON. WILLIAM F. HIGHBERGER