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HECTOR ALMAZAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

HECTOR ALMAZAN, individually, and on
behalf of others similarly situated and as an
aggrieved employee and Private Attorney
General;

Plaintiff,

vs.

HATHAWAY-SYCAMORES CHILD AND
FAMILY SERVICES, a California non-
profit corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 21STCV12008

*Assigned for All Purposes to: Hon. Elihu M.
Berle, Dept. 6*

**[PROPOSED] FINAL JUDGMENT AND
ORDER GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: May 29, 2025

Time: 9:00 A.M.

Dept: 6

Complaint Filed: March 29, 2021

Trial Date: None Set

[PROPOSED] ORDER

The above-referenced Class and PAGA Action (“Action”) having come before the Court on October 4, 2024, for a hearing and Final Order Approving Class Action Settlement and Judgment (“Final Order”), consistent with the Court’s Amended Order Granting Motion for Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), and as set forth in the Class Action and PAGA Settlement Agreement (hereinafter “Settlement Agreement” or “Settlement”), and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. The Court GRANTS Plaintiff HECTOR ALMAZAN’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement.

2. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. Consistent with the definitions provided in the Settlement Agreement, the terms “Class” and “Class Members” shall mean the following: “All current and former hourly-paid, non-exempt employees of Hathaway-Sycamores Child and Family Services who were employed by Hathaway-Sycamores Child and Family Services in the State of California at any time between March 29, 2017, and July 17, 2023.”

4. Consistent with the definitions provided in the Settlement Agreement, the term “Aggrieved Employee” shall mean the following: “All current and former hourly-paid, non-exempt employees of Hathaway-Sycamores Child and Family Services who were employed in the State of California at any time between March 25, 2020, and July 17, 2023.”

5. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Class Members and Aggrieved Employees.

6. Distribution of the Class Notice directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could

1 be identified through reasonable effort, and the best notice practicable under the circumstances.
2 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
3 therein, including the proposed settlement set forth in the Settlement Agreement, to all persons
4 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.
5 All Class Members and all Released Class Claims are covered by and included within the
6 Settlement and this Final Order.

7 7. The Court hereby finds the Settlement Agreement was entered into in good faith
8 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
9 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have
10 satisfied the standards and applicable requirements for final approval of this class action
11 settlement under California law, including the provisions of California Code of Civil Procedure
12 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts
13 in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

14 8. The Court hereby confirms Plaintiff Hector Almazan as the Class Representative.

15 9. The Court hereby confirms Protection Law Group, LLP as Class Counsel in the
16 Action.

17 10. The Court hereby approves the Settlement set forth in the Settlement Agreement
18 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the
19 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
20 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
21 Court further finds that the Parties have conducted extensive investigation and research, and
22 Counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
23 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
24 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
25 the benefits that are being granted as part of the Settlement and recognizes the significant value
26 to the Class Members. The Court also finds that the Class is properly certified as a class for
27 settlement purposes only.

28 11. According to the terms of the Settlement Agreement, upon the complete funding

1 of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant
2 HATHAWAY-SYCAMORES CHILD AND FAMILY SERVICES (“Defendant”), Plaintiff and
3 all Participating Class Members on behalf of themselves and their respective former and present
4 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
5 Defendant and each of its former and present directors, officers, shareholders, members, owners,
6 managing agents, attorneys, insurers, predecessors, successors, and assigns (collectively the
7 “Released Parties”) from all claims that were alleged in the Operative Complaint in the Action,
8 or that reasonably could have been alleged therein, based on the Class Period facts alleged in the
9 Operative Complaint, including the following claims: (i) failure to pay all regular wages,
10 minimum wages and overtime wages due, in violation of California Labor Code §§ 510, 1194,
11 1194.2, 1197, 1197.1, 1198 and the California Industrial Welfare Commission Wage Orders
12 (“IWC Wage Orders”); (ii) failure to provide meal periods or compensation in lieu thereof, in
13 violation of California Labor Code §§ 226.7 and 512(a) and the IWC Wage Orders; (iii) failure
14 to provide rest periods or compensation in lieu thereof, in violation of California Labor Code §§
15 226.7 and the IWC Wage Orders; (iv) failure to provide complete, accurate wage statements in
16 violation of California Labor Code § 226; (v) failure to pay wages timely at time of termination
17 or resignation in violation of California Labor Code §§201, 202; (vi) failure to reimburse
18 necessary business expenses in violation of California Labor Code §§ 2800 and 2802; (vii) failure
19 to pay wages timely during employment in violation of California Labor Code § 204; (viii) failure
20 to keep requisite payroll records in violation of California Labor Code § 1174; (ix) unfair business
21 practices that could have been premised on the claims, causes of action or legal theories of relief
22 described above or any of the claims, causes of action or legal theories of relief pleaded in the
23 Operative Complaint, in violation of California Business & Professions Code §§17200, *et seq.*;
24 and (x) all available claims for relief based on the foregoing claims, including but not limited to,
25 unpaid wages, premium wages, consequential damages, liquidated damages, penalties,
26 prejudgment interest, attorneys’ fees and costs, injunctive relief, and declaratory relief
27 (collectively the “Released Class Claims”). Participating Class Members do not release any other
28 claims, including claims for vested benefits, wrongful termination, violation of the California Fair

1 Employment and Housing Act, unemployment insurance, disability insurance, social security
2 benefits, workers' compensation, or claims based on facts occurring outside the Class Period. The
3 release of the Released Class Claims shall be applicable for the period between March 29, 2017,
4 and July 17, 2023.

5 12. Upon the complete funding of the Gross Settlement Amount by Defendant,
6 Plaintiff, the California Labor Workforce and Development Agency ("LWDA"), the State of
7 California, and all Participating and Non-Participating Class Members who are Aggrieved
8 Employees are deemed to release, on behalf of themselves and their respective former and present
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
10 Parties, from all claims for PAGA penalties that were alleged in the Operative Complaint, or
11 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
12 Complaint and the PAGA Notices, or that reasonably could have been alleged based on the facts
13 therein, for the PAGA Period (March 25, 2020, and July 17, 2023) (the "Released PAGA
14 Claims").

15 13. Upon the funding of the Gross Settlement Amount, Plaintiff Hector Almazan —
16 on behalf of himself only—releases these additional claims: Plaintiff and his respective former
17 and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and
18 assigns generally release, waive, and discharge Released Parties from and against any and all
19 claims, causes of action, liabilities, damages, or penalties of any kind or nature, in law or equity,
20 whether known or unknown, suspected or unsuspected, that arose from or relate to events, acts,
21 omissions, transactions, or occurrences during the Class Period, including but not limited to: (a)
22 any and all claims that were alleged in the Operative Complaint, or that reasonably could have
23 been alleged based on the facts contained in the Operative Complaint; (b) all PAGA claims that
24 were alleged in Plaintiff's PAGA Notices, or that reasonably could have been alleged in the
25 Operative Complaint or Plaintiffs' PAGA Notices based on the facts alleged therein, or claims
26 ascertained by Plaintiff during the Action and released under the Released Class Claims; and (c)
27 any and all claims, whether in law or equity, for violation of any statute, regulation, or ordinance,
28 breach of any express or implied contract or quasi-contract, or commission of any tort, arising

1 from or related to Plaintiff's employment with Defendant during the Class Period or Plaintiff's
2 separation from employment with Defendant ("Plaintiff's Release"). Plaintiff's Release does not
3 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
4 unemployment insurance benefits, disability insurance benefits, social security benefits, workers'
5 compensation benefits that arose at any time, or claims based on occurrences outside the Class
6 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
7 addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless,
8 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
9 or additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's Release, Plaintiff
10 expressly waive and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the
11 California Civil Code, which reads:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
14 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
15 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
16 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
17 DEBTOR OR RELEASED PARTY.

18 14. No Class Member objected to the terms of the Settlement.

19 15. Four (4) Class Members requested to be excluded from the terms of the Settlement.

20 Accordingly, meaning 886 Participating Class Members are bound by this Judgment (a 99.55%
21 participation rate).

22 16. The Court finds the settlement payments provided for under the Settlement
23 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
24 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Amount of
25 \$501,399.40 within thirty (30) calendar days of the Effective Date as set forth in the Settlement
26 Agreement to provide payments for Individual Class Payments to all Participating Class Members
27 and Individual PAGA Payments to all Aggrieved Employees; the PAGA Penalties to the LWDA
28 pursuant to Labor Code Section 2698, *et seq.*; the Class Representative Service Payments to

1 Plaintiff; Class Counsel's Fees and Costs; and the Settlement Administrator's Costs. The
2 calculations and the payments shall be administered in accordance with the terms of the
3 Settlement Agreement.

4 17. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
5 and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys'
6 Fee Award in the amount of one-third (1/3) from the Gross Settlement Amount (\$175,489.79)
7 and attorneys' Cost Award in the amount of \$25,297.99 from the Gross Settlement Amount as
8 final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
9 and/or owed to Class Counsel and any other person or entity related to the Action. The Court
10 further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be
11 administered pursuant to the terms of the Settlement Agreement.

12 18. The Court finds that a service award in the amount of \$7,500.00 to Plaintiff Hector
13 Almazan is appropriate for the risks undertaken and service to the Settlement Class and Plaintiff's
14 General Release of Claims. The Court finds that this award is fair, reasonable, and adequate, and
15 orders that the Settlement Administrator make this payment conformity with the terms of the
16 Settlement.

17 19. The Court finds and determines that the resolution of the Released PAGA Claims
18 and the PAGA Payment in this case is fair, reasonable, and appropriate. The Court approves and
19 orders the payment in the amount of \$50,000.00 (75% of \$37,500.00) from the Gross Settlement
20 Amount to the LWDA for penalties arising under the PAGA. The remaining \$12,500.00 (25%
21 of \$50,000.00) shall be distributed to Aggrieved Employees as set forth in the Settlement
22 Agreement.

23 20. The Court also hereby approves and orders payment from the Gross Settlement
24 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
25 Apex Class Action Administrators, in the amount of \$14,000.00.

26 21. The Court hereby approves and orders payment of individual settlement payments
27 ("Individual Class Payments") from the Net Settlement Amount to the Participating Class
28 Members on a *pro rata* basis as set forth in the Settlement Agreement.

1 22. The Court also hereby approves and orders that any checks distributed from the
2 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
3 days after being issued shall be distributed to the non-profit organization, Legal Services for
4 Children, pursuant to California Civil Procedure Code § 384.

5 23. Provided the Settlement becomes effective under the terms of the Settlement
6 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
7 Individual Class Payments, Attorneys' Fees and Costs, and Class Representative Service
8 Payments is as set forth in the Settlement Agreement.

9 24. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
10 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
11 of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
12 Released Parties. In entering into the Settlement Agreement, Defendant do not admit, and
13 specifically deny it has violated any federal, state, or local law; violated any regulations or
14 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
15 requirements; breached any contract; violated or breached any duty; engaged in any
16 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
17 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or
18 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
19 concession by Defendant of any such violations or failure to comply with any applicable law.
20 Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the
21 Settlement Agreement and its terms and provisions shall not be offered or received as evidence
22 in any action or proceeding to establish any liability or admission on the part of Defendant or to
23 establish the existence of any condition constituting a violation of, or a non-compliance with,
24 federal, state, local, or other applicable law.

25 25. Without affecting the finality of this Judgment, the Court shall retain continuing
26 jurisdiction over the Action and the Parties, including all Class Members, and over all matters
27 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
28 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section

664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

26. An Order to Show Cause hearing re: Compliance on the Distribution of Settlement Funds is set for _____, 2025, at 8:30 a.m. in Department 6 to confirm the full administration of the Settlement. Class Counsel shall submit a Final Report re: Distribution of the Settlement Funds no later than _____, 2025, which shall include the total amount of funds to be paid to the Participating Class Members pursuant to the Settlement.

27. Pursuant to PAGA, the LWDA has been given notice of the Settlement. Pursuant to PAGA, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds and determines that the notice of the Settlement complied with the statutory requirements of PAGA. Plaintiff shall file and serve formal notice of Entry of Judgment including Notice to the LWDA.

IT IS SO ORDERED.

Dated: _____

Honorable Elihu M. Berle
JUDGE OF THE SUPERIOR COURT