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

JOSEPH OCASIO, 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.

THE GOODMAN GROUP LLC, an unknown
business entity; MONTE VISTA LODGE LP,
an unknown business entity; MONTE VISTA
VILLAGE, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2021-00014215-CU-OE-CTL

Honorable Timothy Taylor
Department C-72

CLASS ACTION

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

Date: April 21, 2023
Time: 1:00 p.m.
Department: C-72

Complaint Filed: April 1, 2021
FAC Filed: May 21, 2021
Trial Date: None Set

1 This matter has come before the Honorable Timothy Taylor in Department C-72 of the above-
2 entitled Court, located at 330 West Broadway, San Diego, California 92101, on Plaintiff Joseph
3 Ocasio's ("Plaintiff") Motion for Final Approval of Class Action Settlement ("Motion for Final
4 Approval") and Motion for Attorneys' Fees and Costs, and Enhancement Payment ("Motion for
5 Fees"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and GBG LLP appeared on behalf of
6 Defendants The Goodman Group, LLC and Monte Vista Lodge Limited Partnership (erroneously
7 named as "Monte Vista Lodge, LP" and "Monte Vista Village") (together, "Defendants").

8 On December 2, 2022, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of
10 the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action and
11 PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with
12 the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

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

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

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

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

25 All current and former hourly-paid or non-exempt employees who worked for The
26 Goodman Group, LLC and KTLA Properties Limited Partnership, at facilities
27 known as Alamitos West Health & Rehabilitation and/or at Katella Senior Living
28 Community, at any time during the period April 1, 2017 through August 31, 2022,
or who worked for Monte Vista Lodge Limited Partnership at any time during the
period April 1, 2017 through April 29, 2021, in the State of California, at facilities

1 known as Monte Vista Lodge and Monte Vista Village (“Class” or “Class
2 Members”).

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

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

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

1 and Judgment”) and the State of California and all current and former hourly-paid or non-exempt
2 employees who worked for Defendants within the State of California at any time during the PAGA Period
3 (“PAGA Group Members”) are bound by the PAGA Settlement and this Final Approval Order and
4 Judgment.

5 7. The Court finds that payment of Settlement Administration Costs in the amount of
6 \$10,250.00 is appropriate for the services performed and costs incurred and to be incurred for the
7 notice and settlement administration process. It is hereby ordered that the Settlement Administrator,
8 Simpluris, Inc., shall issue payment to itself in the amount of \$10,250.00, in accordance with the
9 terms and methodology set forth in Settlement Agreement.

10 8. The Court finds that the allocation for the total amount of One Hundred Thousand
11 Dollars (\$100,000.00), which is designated and allocated as penalties under the California Private
12 Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and appropriate, and hereby
13 approved. The Settlement Administrator shall distribute the PAGA Penalties as follows: the amount
14 of \$75,000.00 to the California Labor and Workforce Development Agency, and the amount of
15 \$25,000.00 to the PAGA Group Members, in accordance with the terms and methodology set forth
16 in the Settlement Agreement.

17 9. The Court hereby enters Judgment by which Participating Settlement Class Members
18 shall be conclusively determined, as of the Effective Date and Defendant’s full funding of the
19 Maximum Settlement Amount, to have given a release of any and all Released Class Claims against
20 the Released Parties, and all PAGA Group Members and the State of California shall be conclusively
21 determined, as of the Effective Date and Defendant’s full funding of the Maximum Settlement
22 Amount, to have given a release of any and all Released PAGA Claims against the Released Parties,
23 as set forth in the Settlement Agreement and Class Notice.

24 10. It is hereby ordered that within twenty-one (21) calendar days of the Effective Date,
25 the Settlement Administrator will establish a qualified settlement account for administration of the
26 Settlement and Defendant will make a deposit of the Maximum Settlement Amount (i.e.,
27 \$1,200,000.00) and Employer Taxes, into the qualified settlement account to be established by the
28 Settlement Administrator .

1 11. It is hereby ordered that within fourteen (14) calendar days after Defendant deposits
2 the Maximum Settlement Amount and Employer Taxes, the Settlement Administrator will issue
3 Individual Settlement Payments to Participating Settlement Class Members and Individual PAGA
4 Payments to the PAGA Group Members, according to the methodology and terms set forth in the
5 Settlement Agreement.

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

11 13. Notice of entry of this Final Approval Order and Judgment shall be given to the
12 Participating Settlement Class Members and PAGA Group Members by posting a copy of the Final
13 Approval Order and Judgment on the Settlement Administrator's website for a period of at least sixty
14 (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
15 notice is not required.

16
17 Dated: _____

HONORABLE TIMOTHY TAYLOR
JUDGE OF THE SUPERIOR COURT