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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/08/2023 at 11:05:00 AM
Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

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

10 JOSEPH OCASIO, individually, and on behalf
of other members of the general public similarly
11 situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

12 Plaintiff,

13 vs.

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

17 Defendants.

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

Honorable Timothy Taylor
Department C-72

CLASS ACTION

**~~[REVISED 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 came 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 April 21, 2023, for
3 Plaintiff Joseph Ocasio's ("Plaintiff") Motion for Final Approval of Class Action Settlement
4 ("Motion for Final Approval") and Motion for Attorneys' Fees and Costs, and Enhancement Payment
5 ("Motion for Fees"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and GBG LLP appeared
6 on behalf of Defendants The Goodman Group, LLC and Monte Vista Lodge Limited Partnership
7 (erroneously named as "Monte Vista Lodge, LP" and "Monte Vista Village") (together,
8 "Defendants") at the April 21, 2023 hearing of the Motion for Final Approval and Motion for Fees
9 (together, "Motions").

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

15 On March 27, 2023, Plaintiff filed her Motion for Final Approval and Motion for Fees, which
16 were unopposed.

17 On April 19, 2023, the Court published its tentative ruling for the Motions. On April 21, 2023,
18 the Parties appeared before the Court for the Motions, presented arguments, and the Motions were
19 taken under submission.

20 On April 21, 2023, after taking the Motions under submission and having fully considered the
21 arguments of all parties, as well as the evidence presented, the Court entered its Minute Order ruling
22 on the Motion for Final Approval and Motion for Fees, and granted the Motions subject to
23 qualifications discussed in the Minute Order.

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

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

27 2. This Court has jurisdiction over the claims of the Class Members asserted in this
28 proceeding and over all parties to the Action.

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

6 All current and former hourly-paid or non-exempt employees who worked for The
7 Goodman Group, LLC and KTLA Properties Limited Partnership, at facilities known
8 as Alamitos West Health & Rehabilitation and/or at Katella Senior Living Community,
9 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 known as Monte Vista
Lodge and Monte Vista Village (“Class” or “Class Members”).

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

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

1 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
2 Settlement Agreement and the following terms and conditions.

3 6. A full opportunity has been afforded to the Class Members to participate in the Final
4 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.
5 The Class Members also have had a full and fair opportunity to exclude themselves from the Class
6 Settlement and release of Released Class Claims. Accordingly, the Court determines that all Class
7 Members who did not submit a timely and valid Request for Exclusion (“Participating Settlement
8 Class Member”) are bound by the Class Settlement and by this order and judgment (“Final Approval
9 Order and Judgment”), and the State of California and all current and former hourly-paid or non-
10 exempt employees who worked for Defendants within the State of California at any time during the
11 PAGA Period (“PAGA Group Members”) are bound by the PAGA Settlement and this Final
12 Approval Order and Judgment.

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

18 8. The Court finds that the allocation for the total amount of One Hundred Thousand
19 Dollars (\$100,000.00), which is designated and allocated as penalties under the California Private
20 Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and appropriate, and hereby
21 approved. The Settlement Administrator shall distribute the PAGA Penalties as follows: the amount
22 of \$75,000.00 to the California Labor and Workforce Development Agency, and the amount of
23 \$25,000.00 to the PAGA Group Members, in accordance with the terms and methodology set forth
24 in the Settlement Agreement.

25 9. The Court hereby enters Judgment by which Participating Settlement Class Members
26 shall be conclusively determined, upon the Effective Date and Defendant’s full funding of the
27 Maximum Settlement Amount, to have released the Released Parties of any and all Released Class
28 Claims, and all PAGA Group Members and the State of California shall be conclusively determined,

1 upon the Effective Date and Defendant's full funding of the Maximum Settlement Amount, to have
2 released the Released Parties of any and all Released PAGA Claims, as set forth in the Settlement
3 Agreement and Class Notice.

4 10. It is hereby ordered that within twenty-one (21) calendar days of the Effective Date,
5 the Settlement Administrator will establish a qualified settlement account for administration of the
6 Settlement and Defendant will make a deposit of the Maximum Settlement Amount (i.e.,
7 \$1,200,000.00) and Employer Taxes, into the qualified settlement account to be established by the
8 Settlement Administrator.

9 11. It is hereby ordered that within fourteen (14) calendar days after Defendant deposits
10 the Maximum Settlement Amount and Employer Taxes, the Settlement Administrator will issue
11 Individual Settlement Payments to Participating Settlement Class Members and Individual PAGA
12 Payments to the PAGA Group Members, according to the methodology and terms set forth in the
13 Settlement Agreement, and issue the LWDA Payment to the California Labor and Workforce
14 Development Agency.

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

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

25
26 Dated: 5/17/2023



HONORABLE TIMOTHY TAYLOR
JUDGE OF THE SUPERIOR COURT