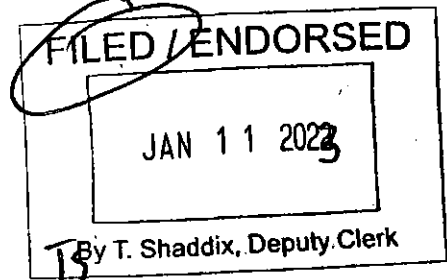


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10 following page)

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SACRAMENTO**
13 **(UNLIMITED JURISDICTION)**

14 RENE LOPEZ and ALYSIA FORD, on behalf
15 of themselves and all others similarly situated,
16 the general public, and as "aggrieved
17 employees" on behalf of other "aggrieved
18 employees" under the Labor Code Private
Attorneys General Act of 2004,

Case No. 34-2021-00299610

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Information

Action filed: 2/16/2021
Hearing Date: 1/6/2023
Hearing Time: 9:00 a.m.
Hearing Dept: 25, The Honorable Jill H Talley

19 *Plaintiff(s),*

20 vs.

21 BOAVIDA COMMUNITIES, LLC, a
22 California limited Liability company; THE
23 BOAVIDA GROUP, LP, a California limited
24 partnership; and DOES 1-50, inclusive,



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1 This matter came on for hearing on January 6, 2023, at 9:00 a.m. in Department 25 of
2 the above-captioned court on the motion for Final Approval of a Class Action Settlement by
3 Plaintiffs Rene Lopez and Alysia Ford (hereafter "Plaintiffs") pursuant to California Rules of
4 Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action and PAGA Settlement
5 (the "Settlement") filed herewith which provides for a Maximum Settlement Amount ("MSA")
6 of \$275,000.00 in compromise of all disputed claims on behalf of current and former non-
7 exempt employees employed by Defendants Boavida Communities, LLC and The Boavida
8 Group, LP (collectively "Defendants") who worked in California during the Class Period. All
capitalized terms used herein shall have the same meaning as defined in the Settlement.

9 In accordance with the Court's prior ruling granting Preliminary Approval of Class
10 Action Settlement, Class Members have been given notice of the terms of the Settlement and
11 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
12 received and considered the Settlement, the supporting papers filed by the Parties, and the
13 evidence and argument received by the Court in conjunction with the motions for preliminary
14 and final approval of the Settlement, the Court grants final approval of the Settlement and
15 **HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING**
DETERMINATIONS:

16 1. The Court has jurisdiction over the subject matter of the Action and over all
17 Parties to the Action, including all Class Members who did not request to be excluded from the
18 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of
19 Class Action Settlement of September 20, 2022, the Notice of Class Action Settlement was sent
20 to each Class Member by First Class U.S. mail. The Notice of Class Action Settlement informed
21 Class Members of the terms of the Settlement, their right to receive their proportional share of
22 the Settlement, their right to request exclusion, their right to comment upon or object to the
23 Settlement, and their right to appear in person or by counsel at the final approval hearing and be
24 heard regarding final approval of the Settlement. Adequate periods of time were provided by
each of these procedures. No member of the Class presented written objections to the proposed
Settlement as part of this notice process, stated an intention to appear, or actually appeared at
the final approval hearing.

25 2. For purposes of this Settlement, "Class", or "Class Members" or "Settlement
26 Class" means all individuals Defendants employed in California as hourly paid or non-exempt
27



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1 employees during the Class Period. The "Class Period" means the period of time from July 1,
2 2019 through August 1, 2022.

3 3. The Court finds and determines that the notice procedure afforded adequate
4 protections to Class Members and provides the basis for the Court to make an informed decision
5 regarding final approval of the Settlement based on the responses of Class Members. The Court
6 finds and determines that the notice provided in this case was the best notice practicable, which
7 satisfied the requirements of law and due process as to all persons entitled to such notice.

8 4. **Release by Each Plaintiff and Class Members.** As of the date of the Judgment,
9 the Settlement will release any further attempt, by lawsuit, administrative claim or action,
10 arbitration, demand, or other action of any kind by each and all of the Settlement Class Members
11 (including participation to any extent in any representative or collective action), against
12 Defendants and all of those entities' and individual's past, present and future agents, employees,
13 servants, officers, directors, partners, trustees, representatives, shareholders, stockholders,
14 attorneys, parents, subsidiaries, equity sponsors, related corporations, divisions, joint venturers,
15 assigns, predecessors, successors, service providers, insurers, consultants, subcontractors, joint
16 employers, employee benefit plans and fiduciaries thereof, affiliated organizations, and all
17 persons acting under, by, through or in concert with any of them, and each of them, arising
18 during the period July 1, 2019 through August 1, 2022, and arising from, could have been
19 asserted, or related in any way to the claims asserted in the Action against Defendants. The
20 Settlement Class Members will release and discharge Defendants, and any of their former and
21 present parents, subsidiaries, owners, shareholders, officers, directors, employees, affiliates,
22 successors, assigns, agents, attorneys, legal representatives ("Released Parties").

23 5. The Court further finds and determines that the terms of the Settlement are fair,
24 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
25 provisions of the Settlement, including the release of claims contained therein, should be and
26 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
27 according to its terms. As of the Effective Date of Settlement, and for the duration of the Class
Period, all Class Members are hereby deemed to have waived and released all Released Claims
and are forever barred and enjoined from prosecuting the Released Claims against the Releasees
as fully set forth in the Settlement. No objections were received by the Parties or the Court
through the date of this Final Order and Judgment. The Court finds that no Class Member



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1 submitted a request for exclusion from the Settlement as determined by the Settlement
2 Administrator and therefore is/are not in the Settlement Class.

3 6. The Court finds and determines that (a) the Individual Settlement Payments to
4 be paid to Participating Class Members and (b) the \$3,000.00 payment to the California Labor
5 & Workforce Development Agency for PAGA penalties under the California Labor Code
6 Private Attorneys General Act of 2004, as amended, California Labor Code sections 2699 et
7 seq., as provided for by the Settlement are fair and reasonable. The Court hereby grants final
8 approval to, and orders the payment of, those amounts be made to the Participating Class
9 Members and to the California Labor & Workforce Development Agency, in accordance with
10 the terms of the Settlement.

11 7. The Court further grants final approval to and orders that the following payments
12 be made in accordance with the terms of the Settlement:

13 a. Attorneys' Fees in the amount of \$91,666.67 for attorneys' fees and
14 Litigation Costs in the amount of \$20,399.76 to Class Counsel;

15 b. \$15,000.00 as an Enhancement Payments payable to each Plaintiff, for
16 their services as class representatives; and

17 c. \$7,600.00 in Settlement Administrator's fees payable to the Settlement
18 Administrator for its services as the Settlement Administrator.

19 d. Payment of \$3,000.00 (75% of the \$4,000.00 PAGA penalty payment) to
20 the California Labor & Workforce Development Agency; and

21 e. Employer-side payroll taxes (to be paid in addition to the Maximum
22 Settlement Amount by Defendants).

23 8. The settlement administration shall proceed as directed in the Settlement, and no
24 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without
25 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
26 of all matters relating to the interpretation, administration, implementation, effectuation and
27 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule
of Court 3.769(h).

9. Within 21 calendar days of the Effective Date, Defendants shall deposit the
Settlement proceeds in an account designated by the Settlement Administrator: (i) the total
amount of all Individual Settlement Payments to Participating Class Members, (ii) the Court



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1 approved Class Counsel fees & costs, (iii) the Court-approved Enhancement Payments, (iv) the
2 Court-approved costs of the Settlement Administrator, and (v) the payment to the LWDA.
3 Defendants shall also pay their share of the employer-side payroll taxes in addition to the MSA.

4 10. Defendants' payment of such sums shall be the sole financial obligation of
5 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
6 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
7 expenses.

8 11. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
9 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
10 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Settlement
11 Administrator shall remit any amounts from Voided Settlement Checks to the California
12 Unclaimed Property Fund, in the name of the Class Member who the unclaimed funds were paid
13 to.

14 12. The Parties shall file a final accounting report by 9/5, 2023.
15 A nonappearance case review re submission of a final report is scheduled for
16 9/21, 2023 at 1:30 p.m. in Department 25.

17 13. Nothing in this Final Order and Judgment shall preclude any action to enforce
18 the Parties' obligations under the Settlement or hereunder, including the requirement that
19 Defendants deposit funds for distribution by the Settlement Administrator to participating Class
20 Members in accordance with the Settlement.

21 14. The Court hereby enters final Judgment in this case in accordance with the terms
22 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,
23 and this Final Order and Judgment.

24 15. The Parties are hereby ordered to comply with the terms of the Settlement.

25 16. The Parties shall bear their own costs and attorneys' fees except as otherwise
26 provided by the Settlement and this Final Order and Judgment.

27 17. The Settlement is not an admission by Defendants nor is this Final Order and
Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
and Judgment, Settlement, any document referred to herein, any exhibit to any document



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1 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
2 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
3 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
4 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
5 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
6 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
7 and any other papers and records on file in the Action may be filed in this Court or in any other
8 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
9 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
10 the Release Class Claims and the Released PAGA Claims.

11 18. This document shall constitute a Judgment for purposes of California Rule of
12 Court 3.769(h).

13 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

14 Date: 1/11/23



Jill Talley
The Honorable Jill H. Talley
Judge of the Superior Court



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