

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Class

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

ARNOLD SAURIN, 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; AJAYZEAU
BROWN, individually, and on behalf of other
members of the general public similarly
situated;

Plaintiffs,

vs.

VALLEY PRESBYTERIAN HOSPITAL, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV22597

Honorable William F. Highberger
Department SSC10

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: March 11, 2024
Time: 11:00 a.m.
Department: SSC10

Complaint Filed: June 15, 2021
FAC Filed: August 30, 2023
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger in Department SSC10
2 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiffs Arnold Saurin and Ajayzeau Brown’s (together, “Plaintiffs”) Motion for Final Approval
4 of Class Action Settlement, Attorneys’ Fees and Costs, and Enhancement Payments (“Motion for
5 Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs, and Seyfarth Shaw
6 LLP appeared on behalf of Defendant Valley Presbyterian Hospital (“Defendant”).

7 On September 19, 2023, the Court entered the Order Granting Preliminary Approval of
8 Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
9 settlement of the above-entitled action (“Action”) in accordance with the Class, Collective, and
10 PAGA Representative Action Settlement and Release (“Settlement”), which, together with the
11 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

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

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

15 1. This Order incorporates by reference the definitions in the Settlement Agreement,
16 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
17 Settlement Agreement.

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

25 All persons who were employed by Defendant as a non-exempt employee in
26 California at any time during the Class Settlement Period (“Class” or “Class
27 Members”).
28

///

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

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

21 6. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
23 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
24 the Class Settlement. Accordingly, the Court determines that all Class Members who do not
25 timely and properly opt of the Class Settlement (“Settlement Class Members”) are bound by the
26 Class Settlement and by this order and judgment (“Final Approval Order and Judgment”), and the
27 State of California and all persons who were employed by Defendant as a non-exempt employee
28

1 in California at any time during the PAGA Settlement Period (“PAGA Group Members”) are
2 bound by the PAGA Settlement and this Final Approval Order and Judgment.

3 7. The Court has considered the Objection to Settlement Filed by Class Member
4 Mohammed Tekfaoui and it is hereby denied and overruled in its entirety.

5 8. The Court finds that one (1) Class Member has timely and validly opted out of the
6 Class Settlement and will not be bound by this Final Approval Order and Judgment as it relates to
7 the Class Settlement and Class Released Claims.

8 9. The Court finds that allocation of \$500,000.00 toward penalties under the
9 California Private Attorneys General Act of 2004 (“PAGA Fund”), is fair, reasonable, and
10 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Fund
11 as follows: the amount of \$375,000.00 to the California Labor and Workforce Development
12 Agency, and the amount of \$125,000.00 to PAGA Group Members (“PAGA Settlement Fund”)
13 on a *pro rata* basis (i.e., Individual PAGA Settlement Share), in accordance with the terms and
14 methodology set forth in the Settlement Agreement.

15 10. The Court finds that payment of Settlement Administration Costs in the amount of
16 \$22,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
17 notice and settlement administration process. It is hereby ordered that the Settlement
18 Administrator, Simpluris Inc., shall issue payment to itself in the amount of \$22,000.00, in
19 accordance with the terms and methodology set forth in Settlement Agreement.

20 11. The Court finds that the Enhancement Payments sought are fair and reasonable for
21 the work performed by Plaintiffs on behalf of the Class, the State of California, and PAGA Group
22 Members. It is hereby ordered that the Settlement Administrator issue payment in the amount of
23 \$10,000.00 to Plaintiff Arnold Saurin and \$7,500.00 to Plaintiff Ajayzeau Brown for their
24 Enhancement Payments, according to the terms and methodology set forth in the Settlement
25 Agreement.

26 12. The Court finds that the request for attorneys’ fees in the amount of \$1,570,800.00
27 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award
28 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and

are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$1,570,800.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. The Court finds that reimbursement of litigation costs and expenses in the amount of \$13,640.75 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$13,640.75 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court hereby enters Judgment by which Settlement Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Releasees and all PAGA Group Members and the State of California shall be conclusively determined to have given a release of any and all Released PAGA Claims against the Releasees, as set forth in the Settlement Agreement and Class Notice.

15. It is hereby ordered that Defendant shall deposit the Total Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator within thirty (30) calendar days after the Effective Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

16. It is hereby ordered that within fifteen (15) business days after the Effective Date, the Settlement Administrator shall distribute Individual Class Settlement Payments to the Settlement Class Members, Individual PAGA Settlement Share to PAGA Group Members, LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself, in accordance with the terms and methodology set forth in the Settlement Agreement.

17. All settlement checks will expire after one hundred eighty (180) calendar days of issuance, after which point they will be canceled. The funds remaining and associated with canceled Individual Class Settlement Payment and/or Individual PAGA Settlement Share checks will be paid to Mid Valley Family YMCA. Settlement Class Members whose Individual Class Settlement Payment checks are cancelled shall, nevertheless, be bound to the Class Settlement.

1 PAGA Group Members whose Individual PAGA Settlement Share checks are cancelled shall,
2 nevertheless, be bound to the PAGA Settlement.

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

8 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
9 Settlement Class Members and PAGA Group Members by posting a copy of the Final Approval
10 Order and Judgment on the Settlement Administrator's website within three (3) business days of
11 receipt for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
12 Order and Judgment. Individualized notice is not required.

13
14 Dated: _____

Honorable William F. Highberger
Judge of the Superior Court