

(SIGNATURE)

EXHIBIT 1

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Filed
December 26, 2024
Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV380823
By: tduarte

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

CHRISTINE ELIAZO, 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.

NORTHERN CALIFORNIA RETINA
VITREOUS ASSOCIATES MEDICAL
GROUP, INC., an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 21CV380823

Honorable Charles F. Adams
Department 7

CLASS ACTION

**~~[PROPOSED]~~ FINAL APPROVAL ORDER
AND JUDGEMENT**

Date: December 19, 2024
Time: 1:30 p.m.
Department: 7

Complaint Filed: April 28, 2021
FAC Filed: May 23, 2024
Trial Date: None Set

1 This matter has come before the Honorable Charles F. Adams in Department 7 of the
2 above-entitled Court, located at 191 N. First St., San Jose, California, 95113, on Plaintiff Christine
3 Eliazo's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees and
4 Costs, and Enhancement Payment ("Motion for Final Approval").

5 On July 8, 2024, the Court entered the Order Granting Preliminary Approval of Class
6 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
7 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action
8 and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into
9 between Plaintiff and Defendant Northern California Retina Vitreous Associates Medical Group,
10 Inc. ("Defendant"), which, together with the exhibits annexed thereto set forth the terms and
11 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 current and former hourly-paid or non-exempt employees who worked
26 for the Defendant within the State of California during the period from April
27 28, 2017 through September 20, 2022 ("Class" or "Class Members").

28 4. The Court Approved Notice of Class Action Settlement ("Class Notice") that was
provided to the Class Members, fully and accurately informed the Class Members of all material

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

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
9 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
10 specifically, the Court finds that the Settlement was reached following meaningful discovery and
11 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
12 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
13 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
14 Court has considered all of the evidence presented, including evidence regarding the strength of
15 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
16 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
17 completed; and the experience and views of Class Counsel. The Court has further considered the
18 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court
19 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
20 the following 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 Court also finds Class Members also have had a full and fair opportunity to exclude
24 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members
25 who have not submitted a timely and valid Request for Exclusion from the Class Settlement
26 (“Settlement Class Members”), are bound by the Class Settlement and by this order and judgment
27 (“Final Approval Order and Judgment”), and the State of California and all current and former
28 hourly-paid or non-exempt employees who worked for the Defendant within the State of California

on at least one day during the PAGA Period (“PAGA Group Members”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

7. The Court finds that allocation of \$125,000.00 toward penalties under the California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Penalties as follows: the amount of \$93,750.00 to the California Labor and Workforce Development Agency (“LWDA Payment”), and the amount of \$31,250.00 to be distributed to the PAGA Group Members (“Employee PAGA Amount”), in accordance with the terms and methodology set forth in the Agreement.

8. The Court finds that payment of Administration Costs in the amount of \$5,000.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Simpluris Inc., shall issue payment to itself in the amount of \$5,000.00, in accordance with the terms and methodology set forth in the Agreement.

9. The Court finds that the Enhancement Payment sought is fair and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Christine Eliazio for her Enhancement Payment, according to the terms and methodology set forth in the Agreement.

10. The Court finds that the requested Attorneys’ Fees in the amount of \$211,750.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award 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 \$211,750.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set forth in the Agreement.

11. The Court finds that the requested litigation costs and expenses of \$13,503.49 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$13,503.49 to Class Counsel for reimbursement of

1 litigation costs and expenses, in accordance with the terms and methodology set forth in the
2 Agreement.

3 12. The Court hereby orders that upon the Effective Date and full funding of the
4 Maximum Settlement Amount, Plaintiff and all Class Members who do not submit a timely a valid
5 Request for Exclusion from the Class Settlement (i.e., Settlement Class Members) will be deemed
6 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
7 Released Parties of all Released Class Claims, in accordance with the terms set forth in the
8 Settlement Agreement.

9 13. The Court hereby orders that upon the Effective Date and full funding of the
10 Maximum Settlement Amount, Plaintiff, the State of California, and PAGA Group Members will
11 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
12 discharged the Released Parties of all Released PAGA Claims, in accordance with the terms set
13 forth in the Settlement Agreement.

14 14. It is hereby ordered that within twenty-one (21) calendar days following the
15 Effective Date, the Defendant will deposit the Maximum Settlement Amount into the qualified
16 settlement account established by the Settlement Administrator for administration of the
17 Settlement.

18 15. It is hereby ordered that upon within ten (10) calendar days following the full
19 funding of the Settlement, the Settlement Administrator shall distribute the Court-approved
20 Attorneys' Fees and Costs to Class Counsel, Court-approved Enhancement Payment to Plaintiff,
21 Court-approved Administration Costs to the Settlement Administrator, LWDA Payment to the
22 LWDA, Individual Settlement Payments to Settlement Class Members, and the Individuals PAGA
23 Payments to PAGA Group Members, in accordance with the terms and methodology set forth in
24 the Agreement.

25 16. Any checks issued by the Settlement Administrator to Settlement Class Members
26 and PAGA Group Members will be valid and negotiable for one hundred and eighty (180) calendar
27 days after issuance, and thereafter, the checks will be canceled. The funds remaining and
28 associated with canceled Individual Settlement Payment and/or Individual PAGA Payment checks

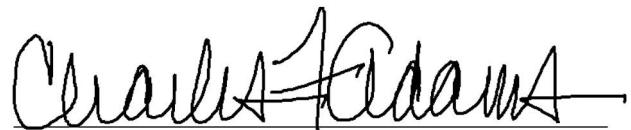
1 will be paid to Legal Aid at Work, after the Court enters an order approving the parties' stipulation
2 to amend the judgment, which Parties shall prepare and file in accordance with California Code of
3 Civil Procedure section 384.5, *et seq.*

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

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

14 19. A Final Compliance Hearing is set for July 31, 2025 at 2:30 p.m. in Department 7.
15 Class Counsel shall submit a final accounting report regarding the status of the settlement
16 administration at least five (5) court days prior to the Final Compliance Hearing.

17
18 Dated: 12/20/2024 4:16:12 PM



Honorable Charles F. Adams
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On January 3, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Lonnie D. Giamela (lgiamela@fisherphillips.com)
Areen Babajanian (ababajanian@fisherphillips.com)

FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
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Attorneys for Defendant Northern California Retina Vitreous

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 3, 2025, at Glendale, California.



Brenda Castillo