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

SHEILA TOVAR and VANESSA CANO, on
behalf of themselves and others similarly
situated,

Plaintiffs,

vs.

GC SERVICES LIMITED PARTNERSHIP; and
DOES 1 to 100, inclusive,

Defendants.

Case No. 37-2021-00038640-CU-OE-CTL

Hon. ~~Blaine K. Bowman~~ **JOHN T. FEENEY**

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT; AND
JUDGMENT**

Date: June 27, 2025

Time: 8:30 a.m.

Dept.: C-74

Action Filed: September 10, 2021

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION; AND JUDGMENT**

Tovar and Cano, et al. v. GC Services LP, Case No. 37-2021-00038640-CU-OE-CTL

1 The Motion for Final Approval of Class and PAGA Action Settlement came on regularly
2 for hearing before this Court on June 27, 2025 at 8:30 a.m. Consistent with the Court's Order
3 Granting Preliminary Approval of Class and PAGA Action Settlement ("Preliminary Approval
4 Order"), and the parties' Class Action Settlement Agreement and Release ("Settlement"), due and
5 adequate notice having been given to all Class Members, and the Court having considered all
6 papers filed and proceedings had herein and otherwise being fully informed and good cause
7 appearing therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

8 1. All terms used herein shall have the same meanings as set forth in the Settlement
9 filed as **Exhibit A** to the Declaration of Carolyn H. Cottrell in Support of Plaintiffs' Motion for
10 Preliminary Approval of Class and PAGA Action Settlement.

11 2. This Court has continuing jurisdiction over the subject matter of this Action and over
12 all parties to this Action, including all Participating Class Members and Aggrieved Employees,
13 until the Settlement is fully administered. (*See* Cal. R. Ct., rule 3.769(h)).

14 3. The Court hereby finds that the Settlement is fair, reasonable, and adequate and that
15 Plaintiff has satisfied the standards and applicable requirements for final approval of this class and
16 PAGA action settlement under California law, including the provisions of California Code of Civil
17 Procedure § 382.

18 4. The Court finds that the Settlement has been reached as a result of intensive, serious
19 and non-collusive arm's-length negotiations. The Court further finds that the parties have
20 conducted extensive investigation and research, and counsel for the parties are able to reasonably
21 evaluate their respective positions. The Court also finds that Settlement will avoid additional
22 substantial costs, as well as avoid the delay and risks that would be presented by the further
23 prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the
24 Settlement and recognizes the significant value to the Participating Class Members and Aggrieved
25 Employees.

26 5. The Court finds that the Class, as defined in the Settlement, is properly certified as
27 a class for settlement purposes only, and orders that it be certified for settlement purposes only.

1 6. Distribution of the Settlement Notice directed to the Settlement Class Members as
2 set forth in the Settlement has been completed in conformity with the Preliminary Approval Order,
3 including individual notice to all Settlement Class Members who could be identified through
4 reasonable effort, and constituted the best notice practicable under the circumstances. The
5 Settlement Notice provided due and adequate notice of the proceedings and of the matters set forth
6 therein, including the proposed Settlement, to all persons entitled to such notice, and the Settlement
7 Notice and its distribution fully satisfied the requirements of due process.

8 7. The Court finds that no Settlement Class Members have objected to the Settlement,
9 and no Settlement Class Members have requested exclusion from the Settlement.

10 8. The Court hereby approves the Settlement and directs the parties to effectuate the
11 Settlement according to its terms.

12 9. Upon final approval of the Settlement and payment of the amounts set forth therein,
13 each and every Released Claim of each and every respective Participating Class Member is and
14 shall be deemed to be conclusively released as against the Released Parties.

15 10. The Court finds and orders that the Settlement is and constitutes a fair, reasonable
16 and adequate compromise of the Released Claims against Defendant and the Released Parties.

17 11. The Court finds and orders that the Settlement is and constitutes a fair, reasonable
18 and adequate compromise of the Released PAGA Claims against Defendant and the Released
19 Parties.

20 12. The parties entered into the Settlement to resolve the dispute that has arisen between
21 them and to avoid the burden, expense and risk of continued litigation. In entering into the
22 Settlement, Defendant does not admit, and specifically denies, it has violated any state, federal, or
23 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
24 applicable laws, regulations or legal requirements; or engaged in any other unlawful conduct with
25 respect to its employees. Neither this Final Approval Order and Judgment, the Settlement, nor any
26 document referred to herein, nor any action taken to carry out the Settlement, shall be construed
27 as an admission by Defendant to any such violations or failure to comply with any applicable law.

13. The Court hereby finds the Individual Settlement Payments provided for under the Settlement to be fair and reasonable in light of all the circumstances. The Court, therefore, orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement.

14. The Court hereby approves and orders payment in the amount of \$26,000.00 from the Gross Settlement Amount for the PAGA Payment, \$19,500.00 of which is payable to the California Labor and Workforce Development Agency (“LWDA”), and \$6,500.00 of which will be distributed to the Aggrieved Employees, as set forth in the Settlement.

15. The Court hereby confirms Plaintiffs Shelia Tovar and Vanessa Cano as Class Representatives and Schneider Wallace Cottrell Konecky LLP (“SWCK”) and Lavi & Ebrahimiyan, LLP as Class Counsel.

16. The Court hereby approves and orders a Class Representative Service Award to Plaintiffs Sheila Tovar and Vanessa Cano in the amount of \$15,000.00 each from the Gross Settlement Amount for their efforts on behalf of the Class Members.

17. Pursuant to the terms of the Settlement and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$227,500.00, and litigation expenses of \$21,471.91, from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel.

18. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Settlement Administrator, Phoenix Class Action Administration Solutions, in the amount of \$12,500.00.

19. The Court orders that the deadline for making the Court-approved individual settlement awards, payment to the LWDA, attorneys' fees and costs payment, service award, and Settlement Administrator Costs payment is as set forth in the implementation schedule set forth below.

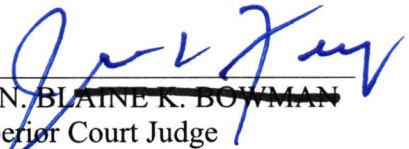
20. The Court hereby enters judgment in the entire Action as of the filing date of this Final Approval Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure § 664.6.

21. The Court approves the following implementation schedule:

Event	Deadline
Final Approval Hearing	June 27, 2025 July 3, 2025 JTF
Effective Date of Settlement (Settlement, ¶ 2.1.)	The latest of: if no appeal is filed, the day after the deadline for appeals expires; if an appeal is filed and disposed of and no review is requested, the day after the last date for filing a request for further review; or if review is requested, the day after the request for review is denied with prejudice
Defendant shall deposit Gross Settlement Amount in Settlement Administrator's designated account (Settlement, ¶ 28).	Within twenty-one days of the Effective Date (the "Funding Deadline").
Settlement Administrator's Payment to Named Plaintiff, Class Counsel, LWDA, and Participating Class Members (Settlement, ¶ 29).	No later than fourteen (14) calendar days after the Funding Deadline.
Settlement Administrator's Payment to Settlement Administrator (Settlement, ¶ 40).	No later than fourteen (14) calendar days after the Funding Deadline.
Check cashing deadline (Settlement, ¶ 40).	180 calendar days after the checks' issuance.
Settlement Administrator to tender uncashed check funds to the California State Controller Unclaimed Property Fund under the names of the Settlement Class Members (Settlement, ¶ 40).	After the Check Cashing Deadline.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: July 3, 2025


HON. ~~BLAINE K. BOWMAN~~
Superior Court Judge
JOHN T. FEENEY