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

KEIANNA DESHAZOR, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

VICTOR COMMUNITY SUPPORT
SERVICES, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2121551

Honorable Joseph T. Ortiz
Department S17

CLASS ACTION

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

Date: March 14, 2025
Time: 1:30 p.m.
Department: S17

JASMINE ALFARO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

VICTOR COMMUNITY SUPPORT
SERVICES, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Deshazor Class
Complaint Filed: July 26, 2021
Alfaro Class
Complaint Filed: August 26, 2021
Deshazor PAGA
Complaint Filed: September 17, 2021
Trial Date: None Set

1 KEIANNA DESHAZOR, individually, and on
2 behalf of other aggrieved employees pursuant
3 to the California Private Attorneys General
4 Act;

5 Plaintiff,

6 vs.

7 VICTOR COMMUNITY SUPPORT
8 SERVICES, INC., a California corporation;
9 and DOES 1 through 100, inclusive,

10 Defendants.

1 This matter has come before the Honorable Joseph T. Ortiz in Department S17 of the
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on
3 Plaintiffs Keianna Deshazor and Jasmine Alfaro (together, “Plaintiffs”) Motion for Final
4 Approval of Class Action Settlement, Attorneys’ Fees and Litigation Costs, and Enhancement
5 Payments (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of
6 Plaintiffs, and Messner Reeves LLP appeared on behalf of Defendant Victor Community Support
7 Services, Inc. (“Defendant”).

8 On September 13, 2024, the Court entered the Order Granting Preliminary Approval of
9 Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
10 settlement of the above-entitled action (“Action”) in accordance with the Joint Stipulation of
11 Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”),
12 which, together with the exhibits annexed thereto set forth the terms and conditions for settlement
13 of the Action.

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

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

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

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

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

27 All current and former hourly-paid or non-exempt employees who worked
28 for Defendant within the State of California at any time during the period
from July 26, 2017 through February 4, 2023 (“Class” or “Class Members”).

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. The Court has further considered the
19 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court
20 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
21 the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
25 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members
26 who have not submitted a timely and valid Request for Exclusion from the Class Settlement
27 (“Settlement Class Members”), are bound by the Class Settlement and by this order and judgment
28 (“Final Approval Order and Judgment”), and the State of California and all current and former

1 hourly-paid or non-exempt employees who worked for Defendant within the State of California at
2 any time during the period from July 13, 2020 through February 4, 2023 (“PAGA Group
3 Members”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

4 7. The Court finds that allocation of \$360,000.00 toward penalties under the
5 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
6 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
7 Penalties as follows: the amount of \$270,000.00 to the California Labor and Workforce
8 Development Agency (“LWDA Payment”), and the amount of \$90,000.00 to be distributed to the
9 PAGA Group Members (“Employee PAGA Amount”), in accordance with the terms and
10 methodology set forth in the Agreement.

11 8. The Court finds that payment of Administration Costs in the amount of \$11,000.00
12 is appropriate for the services performed and costs incurred and to be incurred for the notice and
13 settlement administration process. It is hereby ordered that the Settlement Administrator, ILYM
14 Group, Inc., shall issue payment to itself in the amount of \$11,000.00, in accordance with the terms
15 and methodology set forth in the Agreement.

16 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
17 the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
18 Administrator issue payment in the amount of \$7,500.00 each to Plaintiffs Keianna Deshazor and
19 Jasmine Alfaro, for a total of \$15,000.00, for their Enhancement Payment, according to the terms
20 and methodology set forth in the Agreement.

21 10. The Court finds that the requested attorneys’ fees in the amount of \$538,518.76 to
22 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
24 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
25 amount of \$538,518.76 to Class Counsel for attorneys’ fees, in accordance with the terms and
26 methodology set forth in the Agreement.

27 11. The Court finds that the requested litigation costs and expenses of \$22,947.20 to
28 Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement

1 Administrator issue payment in the amount of \$22,947.20 to Class Counsel for reimbursement of
2 litigation costs and expenses, in accordance with the terms and methodology set forth in the
3 Agreement.

4 12. The Court hereby orders that upon the Effective Date and full funding of Maximum
5 Settlement Amount, Plaintiffs and Settlement Class Members shall be conclusively determined to
6 have given a release of any and all Released Class Claims against the Released Parties, in
7 accordance with the terms set forth in the Settlement Agreement.

8 13. The Court hereby orders that upon the Effective Date and full funding of Maximum
9 Settlement Amount, Plaintiffs, the State of California, and all PAGA Group Members shall be
10 conclusively determined to have given a release of any and all Released PAGA Claims against the
11 Released Parties, in accordance with the terms set forth in the Settlement Agreement.

12 14. It is hereby ordered that within twenty-one (21) calendar days following the
13 Effective Date, Defendant will deposit the Maximum Settlement Amount, along with any
14 Employer Taxes, into an interest-bearing account established by the Settlement Administrator.

15 15. It is hereby ordered that within ten (10) calendar days following the full funding of
16 the Maximum Settlement Amount, the Settlement Administrator will issue payments due under
17 the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to
18 Settlement Class Members; (b) Individual PAGA Payments to PAGA Group Members; (c) LWDA
19 Payment to the LWDA; (d) Enhancement Payment to Plaintiffs; (e) Attorneys' Fees and Litigation
20 Costs to Class Counsel; and (f) Administration Costs to the Settlement Administrator, in
21 accordance with the terms and methodology set forth in the Agreement.

22 16. Each Individual Settlement Payment and Individual PAGA Payment check shall be
23 valid and negotiable for one hundred and eighty (180) calendar days after issuance, and thereafter,
24 shall be canceled. All leftover funds associated with such canceled checks will be transmitted to
25 Legal Aid at Work, after the Court enters an order approving the parties' stipulation to amend the
26 judgment, which Parties shall prepare and file in accordance with California Code of Civil
27 Procedure section 384.5, *et seq.* All Settlement Class Members and PAGA Group Members shall
28 be bound by the terms and conditions of this Settlement Agreement regardless of whether or not

1 they cash or otherwise negotiate their Individual Settlement Payment check and/or Individual
2 PAGA Payment check.

3 17. 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 18. 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 for a period of at least sixty (60)
11 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
12 notice is not required.

13 19. A Final Compliance Hearing is set for _____ at _____
14 a.m./p.m. in Department S17. Class Counsel shall submit a final accounting report regarding the
15 status of the settlement administration at least five (5) court days prior to the Final Compliance
16 Hearing.

17
18 Dated: _____

Honorable Joseph T. Ortiz
Judge of the Superior Court