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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

LORENA BELLAMY, individually, and on
behalf of other members of the general public
similarly situated; and ORISHIA BLACKSHER
and HAROLD BRISSETT, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiffs,

vs.

LIFELONG MEDICAL CARE, a California
corporation; and DOES 1 through 100, inclusive
Defendants.

Case No.: HG19024178 (Lead Case)
[Consolidated Case Nos.: 21CV004212 &
22CV012004]

Honorable Somnath Raj Chatterjee
Department 21

CLASS ACTION

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

Date: March 24, 2025
Time: 1:30 p.m.
Department: 21

Complaint Filed: June 24, 2019
FAC Filed: January 12, 2022
Trial Date: None Set

DEANNA LYNETTE DAVIS, individually and
on behalf of all others similarly situated;

Plaintiff,

v.

LIFELONG MEDICAL CARE, a California
Corporation; and DOES 1-50, inclusive,

Defendants

DEANNA LYNETTE DAVIS, individually and
on behalf of other aggrieved employees
pursuant to the California Private Attorney's
General Act;

Plaintiff,

v.

LIFELONG MEDICAL CARE, a California
Corporation; and DOES 1-50, inclusive,

Defendants

1 This matter has come before the Honorable Somnath Raj Chatterjee, in Department 21
2 of the above-entitled Court, located at Rene C. Davidson Courthouse, 1225 Fallon Street,
3 Oakland, California 94612, on March 24, 2025 at 1:30 p.m., on Plaintiffs Lorena Bellamy,
4 Orishia Blacksher, Harold Brissett, and Deanna Lynette Davis' (collectively, the "Plaintiffs")
5 Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Fees and
6 Class Counsel Litigation Expenses, and Class Representative Service Payments ("Motion for
7 Final Approval"). Lawyers *for* Justice, P.C. appeared on behalf of Plaintiffs Lorena Bellamy,
8 Orishia Blacksher and Harold Brissett and James Hawkins, APLC, appeared on behalf of
9 Plaintiff Deanna Lynette Davis, and Elguindy, Meyer, & Koegel, APC appears as counsel for
10 Defendant Lifelong Medical Care, Inc. ("Defendant").

11 On October 21, 2024, the Court entered an Order Granting Preliminary Approval of Class
12 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
13 settlement of the above-entitled actions ("Action") in accordance with the First Amended Class
14 Action and Private Attorneys General Act Settlement Agreement ("Settlement," "Agreement," or
15 "Settlement Agreement"), which, together with the exhibits annexed thereto set forth the terms
16 and conditions for settlement of the Action.

17 Having reviewed the Settlement Agreement and duly considered the parties' papers and
18 oral argument, and good cause appearing,

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

- 20 1. The Motion for Final Approval is granted in its entirety.
- 21 2. All terms used herein shall have the same meaning as defined in the Settlement
22 Agreement and the Preliminary Approval Order.
- 23 3. Unless otherwise specified, all citations and references to the PAGA statute that
24 are contained within this motion and supporting papers are to the former version of the PAGA
25 statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does
26 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
27 2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19,
28 2024.

1 4. The Court finds that the applicable requirements of California Code of Civil
2 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied in the
3 Action, with respect to the Class and the Settlement. The Court hereby makes final its earlier
4 provisional certification of the Class for settlement purposes, as set forth in the Preliminary
5 Approval Order. The Class is hereby defined consist of the following individuals: all current
6 and former hourly-paid or non-exempt employees who are or were employed by and performed
7 work for Defendant in California at any time during the Class Period (“Class” or “Class
8 Members”).

9 5. The “Aggrieved Employees” are hereby defined to consist of the following
10 individuals: all current and former hourly-paid or non-exempt employees who are or were
11 employed by and performed work for Defendant in California at any time during the PAGA
12 Period.

13 6. The Court finds that the Court-approved Notice of Proposed Settlement of Class
14 Action and Hearing Date for Final Court Approval (“Class Notice”) that was provided to the
15 Class Members, fully and accurately informed the Class Members, as well as Aggrieved
16 Employees of all material elements of the Settlement, including and not limited to, Class
17 Members’ right to object to the Settlement, Class Members’ right to seek exclusion from the
18 Class Settlement, and Class Members’ and Aggrieved Employees’ right to dispute the
19 Workweeks and Pay Periods credited to them; the Class Notice was the best notice practicable
20 under the circumstances; the Class Notice was valid, due, and sufficient notice to all Class
21 Members; and the Class Notice complied fully with the laws of the State of California, the
22 United States Constitution, due process and other applicable law. The Class Notice fairly and
23 adequately described the Settlement and provided Class Members with adequate instructions
24 and a variety of means to obtain additional information.

25 7. This Court has jurisdiction over the Class Members as it pertains to the Action
26 and the claims asserted in the Action, the Court also has jurisdiction over all parties to the
27 Action as it pertains to the Action and the claims asserted in the Action.

1 8. Pursuant to California law, the Court hereby grants final approval to the
2 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
3 whole. More specifically, the Court finds that the Settlement was reached following meaningful
4 discovery and investigation conducted by Lawyers *for* Justice, PC and James Hawkins, APLC
5 (together, the “Class Counsel”); that the Settlement is the result of serious, informed,
6 adversarial, and arms-length negotiations between the parties; and that the terms of the
7 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
8 considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’
9 claims; the risk, expense, and complexity of the claims presented; the likely duration of further
10 litigation; the amount offered in the Settlement; the extent of investigation and discovery
11 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
12 including the monetary allocations and payments, appear within the range of reasonableness,
13 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
14 against the probable outcome of further litigation relating to certification, liability, and damages
15 issues. The Court has further considered the absence of any objections to the Class and PAGA
16 Action Settlement submitted by Class Members.

17 9. A full opportunity has been afforded to the Class Members to participate in the
18 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
19 been heard. The Court also finds that the Class Members also have had a full and fair
20 opportunity to exclude themselves from the Class Settlement.

21 10. The Court determines that Plaintiffs and all Class Members who did not submit a
22 timely and valid Request for Exclusion from the Class Settlement (“Participating Class
23 Members”), are bound by the Settlement and by this order and judgment (“Final Approval
24 Order and Judgment”), and thereby, as of the Effective Date, shall fully, finally and forever
25 release and discharge the Released Parties, and each of them, from the Released Class Claims.

26 11. The Court finds that Plaintiffs Orishia Blacksher, Harold Brissett, and Deanna
27 Lynette Davis have satisfied the prerequisites under the California Private Attorneys General
28 Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing the

California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$200,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 (“PAGA Payment”), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the amount of \$150,000.00 to the LWDA (“LWDA Payment”), and the amount of \$50,000.00 to the Aggrieved Employees, in accordance with the terms and methodology set forth in the Agreement.

12. The Court determines that, Plaintiffs Orishia Blacksher, Harold Brissett, and Deanna Lynette Davis the State of California, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date, shall fully, finally, and forever release and discharge the Released Parties, and each of them, from the Released PAGA Claims.

13. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the terms and conditions set forth herein.

14. The Court finds that payment of Settlement Administration Expenses in the amount of \$30,000.00 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, ILYM Group, Inc., shall issue payment to itself in the amount of \$30,000.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. The Court finds that the Class Representative Service Payments sought are fair and reasonable. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 each, to Plaintiffs Lorena Bellamy, Orishia Blacksher, Harold Brissett,

1 and Deanna Lynette Davis for their Class Representative Service Payments, according to the
2 terms set forth in the Settlement Agreement.

3 16. The Court finds that attorneys' fees in the amount of \$612,500.00 to Class
4 Counsel falls within the range of reasonableness, and the results achieved justify the award
5 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate,
6 and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment
7 in the amount of \$612,500.00 to Class Counsel for attorneys' fees, in accordance with the terms
8 and methodology set forth in the Settlement Agreement. A portion of the attorneys' fees in the
9 amount of \$61,250.00 (10%), shall be held in an interest-bearing account to be maintained by
10 the Settlement Administrator, pending the submission and approval of a Final Compliance
11 Status Report after completion of the distribution process. The \$612,500.00 allocated to Class
12 Counsel for attorneys' fees shall be split 80/20, with 80% being allocated to Lawyers *for*
13 Justice, PC and 20% being allocated to James Hawkins, APLC.

14 17. The Court finds that reimbursement of litigation costs and expenses in the
15 amount of \$30,946.04 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
16 that the Settlement Administrator issue payment in the amount of \$30,946.04 to Class Counsel
17 for reimbursement of litigations costs and expenses, in accordance with the terms and
18 methodology set forth in the Settlement Agreement.

19 18. It is hereby ordered that within thirty (30) calendar days after the date of this
20 Order and Judgment, Defendant shall provide the Settlement Administrator with the first
21 installment payment of one-half (1/2) of the Gross Settlement Amount (i.e., \$875,000) and the
22 amount necessary to pay Defendant's share of payroll taxes.

23 19. It is hereby ordered that no later than twelve (12) months after the First
24 Installment is due, Defendant shall provide the Settlement Administrator the second installment
25 payment of the remaining one-half (1/2) of the Gross Settlement Amount (i.e., \$875,000).

26 20. It is hereby ordered that within fifteen (15) calendar days following the funding
27 of the Gross Settlement Amount and the occurrence of the Effective Date, the Settlement
28 Administrator will issue payments due under the Settlement and approved by the Court as

1 follows: (a) Settlement Share checks to Participating Class Members, (b) PAGA Share checks
2 to Aggrieved Employees, (c) LWDA Payment to the LWDA, (d) Class Representative Service
3 Payments to Plaintiffs, (e) Class Counsel Fees and Class Counsel Litigation Expenses to Class
4 Counsel, and (f) Settlement Administration Costs to the Settlement Administrator, in
5 accordance with terms and methodology set forth in the Settlement Agreement.

6 21. Each check issued to a Participating Class Member and/or Aggrieved Employee
7 for his or her Settlement Share and/or PAGA Share shall be valid for a period of one hundred
8 eighty (180) calendar days from the date of issuance of the check, and after this time period, the
9 check(s) shall be cancelled. The funds associated with checks issued to Participating Class
10 Members and Aggrieved Employees that have not been cashed or deposited within the 180-day
11 period shall be transmitted to Legal Aid at Work as a *cy pres* recipient pursuant to California
12 Code of Civil Procedure 384. All Participating Class Member and Aggrieved Employees shall
13 be bound by the terms and conditions of the Settlement Agreement regardless of whether or not
14 they cash or otherwise negotiate their Settlement Share check and/or their PAGA Share check.

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

21 23. Individualized notice of this Final Approval Order and Judgment is not required.
22 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
23 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
24 date of entry of this Final Approval Order and Judgment. Class Counsel shall also submit a
25 copy of the Final Approval Order and Judgment to the LWDA in accordance with California
26 Labor Code section 2699(1)(3).

27 24. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in
28 Department 21. Class Counsel shall submit an accounting report regarding the status of the

funding and disbursement of the Settlement at least five (5) court days prior to the Final Compliance Hearing.

IT IS SO ORDERED.

DATE: _____

The Honorable Somnath Raj Chatterjee
Judge of the Alameda County Superior Court
of California