

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Sahag Majarian II (State Bar No. 146621)
Garen Majarian (State Bar No. 334104)
LAW OFFICE OF SAHAG MAJARIAN, II
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

Attorneys for Plaintiffs

[Additional Attorneys Listed on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LAURA LOPEZ, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

BARLOW RESPIRATORY HOSPITAL, a
California corporation; and DOES 1 through
100,

Defendants.

Case No.: 21STCV29754 (Related to Case
Nos. 22STCV03831; 22STCV34472)

*[Assigned for all purposes to Hon. Carolyn
B. Kuhl, Dept. SSC-12]*

**~~[PROPOSED]~~ JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVES'
ENHANCEMENT PAYMENTS, AND
ATTORNEYS' FEES AND COSTS**

Date: January 14, 2025
Time: 10:30 a.m.
Dept.: 12

Action Filed: August 12, 2021
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

01/14/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Tara Yousif, Esq. (SBN 340424)
4 **LAVI & EBRAHIMIAN, LLP**
5 8889 W. Olympic Blvd., Suite 200
6 Beverly Hills, California 90211
7 Telephone: (310) 432-0000
8 Facsimile: (310) 432-0001
9 Email: jlavi@lelawfirm.com
10 vgranberry@lelawfirm.com
11 ccastro@lelawfirm.com

12 Attorneys for Plaintiffs

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. Final judgment is hereby entered in conformity with the Settlement Agreement and this Final Approval Order.
2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:
All current and former non-exempt employees who worked for Defendant Barlow Respiratory Hospital in California from February 15, 2017 until February 27, 2024 (the “Class Period”).
3. Plaintiffs are hereby confirmed as Class Representatives. Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC; Sahag Majarian II of the Law Offices of Sahag Majarian II; and Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP are hereby confirmed as Class Counsel.
4. On October 4, 2024, notice was provided to Settlement Class members as set forth in the Settlement, which was approved by the Court on August 12, 2024, and the notice process has been completed in conformity with the Settlement and the Court’s Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances.

1 The Class Notice provided due and adequate notice of the proceedings and matters set forth
2 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
3 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

4 5. The Court finds that no Settlement Class member objected to the Settlement, that
5 one Settlement Class member, Natalie Rivera, opted out of the Settlement, and that the 99.91%
6 participation rate in the Settlement supports final approval.

7 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
8 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
9 terms.

10 7. For purposes of settlement only, the Court finds that: (a) the members of the
11 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
12 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
13 community of interest among members of the Settlement Class with respect to the subject matter
14 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the
15 Settlement Class members; (d) the Class Representatives have fairly and adequately protected the
16 interests of the Settlement Class members; (e) a class action is superior to other available methods
17 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
18 counsel for the Class Representatives and the Settlement Class.

19 8. The Court finds that given the absence of objections to the Settlement, this Order
20 shall be considered final as of the date of entry.

21 9. The Court finds that the Settlement Awards, as provided for in the Settlement, are
22 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
23 Settlement Awards in conformity with the terms of the Settlement.

24 10. The Court orders Defendant Barlow Respiratory Hospital (“Defendant”) to deposit
25 the Gross Settlement Amount of \$1,174,200.00 into an escrow account to be established by the
26 Settlement Administrator, Apex Class Action LLC, in two installments. The first installment of
27 \$410,970.00 shall be deposited within thirty (30) days of the Effective Date. The second
28 installment of \$763,230.00 shall be deposited within one year of the Effective Date.

1 11. The Court finds that Enhancement Payments in the amount of \$7,500.00 to each
2 Plaintiff (for a total of \$15,000.00) is appropriate for Plaintiffs' risks undertaken and their service
3 to the Settlement Class. The Court finds that these payments are fair, reasonable, and adequate,
4 and orders that the Settlement Administrator make these payments in conformity with the terms
5 of the Settlement.

6 12. The Court finds that attorneys' fees in the amount of \$391,400.00 for Class
7 Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement,
8 and orders that the Settlement Administrator distribute these payments to Class Counsel in
9 conformity with the terms of the Settlement, divided as follows: \$156,560.00 (equivalent to 40%
10 of the total fee award) to Haines Law Group, APC; \$130,453.62 (equivalent to 33.33% of the
11 total fee award) to Lavi & Ebrahimian, LLP; and \$104,386.38 (equivalent to 26.67% of the total
12 fee award) to The Law Office of Sahag Majarian II.

13 13. The Court finds that reimbursement of actual litigation costs of \$33,889.24 for
14 Class Counsel are fair, reasonable, and adequate, and orders the Settlement Administrator to
15 distribute these payments to Class Counsel in conformity with the terms of the Settlement, divided
16 as follows: \$28,711.27 to Haines Law Group, APC; \$3,764.37 to Lavi & Ebrahimian, LLP; and
17 \$1,413.60 to The Law Offices of Sahag Majarian II.

18 14. The Court orders that the Settlement Administrator shall be paid \$15,100.00 from
19 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
20 done and to be done until the completion of this matter and finds that sum appropriate.

21 15. The Court finds that the payment to the California Labor & Workforce
22 Development Agency ("LWDA") in the amount of \$37,500.00 for its share of the settlement of
23 Plaintiffs' representative claim under the PAGA is fair, reasonable, and adequate, and orders the
24 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
25 of the Settlement.

26 16. This Court orders that any settlement checks shall be negotiable for 180 calendar
27 days from the date of issuance of the check, and that any settlement checks that remain uncashed
28 after 180 days escheat to CASA of Los Angeles, a nonprofit organization dedicated to child

1 advocacy programs.

2 17. Upon the Effective Date and the complete funding of the Gross Settlement
3 Amount, Plaintiffs, every member of the Settlement Class (except for Natalie Rivera, who timely
4 submitted a Request for Exclusion), and Aggrieved Employees will fully release and discharge
5 Defendant and each of its former and present boards, directors, officers, shareholders, owners,
6 joint employers, co-employers, agents, attorneys, insurers, predecessors, successors, assigns,
7 parent companies, affiliates, and subsidiaries (the “Released Parties”) of all claims, causes of
8 action, and legal theories alleged or which could have been alleged based on the facts in the
9 Actions, including: (a) failure to properly calculate and/or pay all wages; (b) failure to provide all
10 meal periods in accordance with California law; (c) failure to authorize and permit all rest periods
11 in accordance with California law; (d) failure to furnish accurate and itemized wage statements;
12 (e) failure to timely pay all wages during employment; (f) failure to pay all wages owed upon
13 separation of employment; (g) all claims for unfair business practices that could have been
14 premised on the facts, claims, causes of action or legal theories of relief pled in the Actions
15 (collectively, the “Class Released Claims”). The period of the Release shall extend to the limits
16 of the Class Period.

17 18. In addition, upon the occurrence of the Effective Date and the Settlement being
18 fully funded, Plaintiffs and all Aggrieved Employees release and forever discharge Defendant
19 from all claims for civil penalties under California Labor Code Private Attorneys General Act of
20 2004 arising out of or based on the facts alleged in Plaintiff Lopez’s letter to the LWDA letter
21 dated August 12, 2021 and/or Plaintiff Allison’s letter to the LWDA dated January 31, 2022,
22 including claims for civil penalties due to an alleged failure to properly calculate and/or pay all
23 wages; failure to provide all meal periods in accordance with California law; failure to authorize
24 and permit all rest periods in accordance with California law; failure to furnish accurate and
25 itemized wage statements; failure to timely way all wages during employment; and failure to pay
26 all wages owed upon separation of employment (“PAGA Released Claims”). The PAGA Period
27 and the time period of the PAGA Released Claims is defined as August 12, 2020 through February
28 27, 2024 (“PAGA Period”).

1 19. This document shall constitute a final judgment pursuant to California Rule of
2 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
3 approval hearing, the court must make and enter judgment. The judgment must include a
4 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
5 judgment. The court may not enter an order dismissing the action at the same time as, or after,
6 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
7 Approval Order, and this Judgment.

8 20. Plaintiffs shall file a Final Disbursement Declaration on or before January 15,
9 2027. A Non-Appearance Case Review Re: Filing of the Final Disbursement Declaration is set
10 for Jan 20, 2027 at _____.

11
12 **IT IS SO ORDERED.**

13
14 Dated: 01/14/2025, 2025



A handwritten signature in cursive script, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl
Judge of the Superior Court