

01/17/2025

David W. Styrba, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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Attorneys for Plaintiff, SHERIF FATHY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SHERIF FATHY, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

JAY NOLAN COMMUNITY SERVICES, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 21STCV38798

[Assigned to the Hon. Elaine Lu, Dept. 9]

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: January 16, 2025

Time: 10:00 a.m.

Courtroom: 9

Judge: Hon. Elaine Lu

Action Filed: October 20, 2021

Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

Plaintiff SHERIF FATHY (“Plaintiff”) filed a motion for final approval of a class and representative action settlement of the claims asserted against Defendant JAY NOLAN COMMUNITY SERVICES, INC. (“Defendant”) in this action. The matter came on for hearing on January 16, 2025, upon Plaintiff’s Motion for Final Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the “Agreement” or “Settlement”). (See Declaration of H. Scott Leviant in Support of Plaintiff’s Motion for Final Approval of Class and Representative Action Settlement [“Leviant Decl.”], at Exh. 1.)

The Order and Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

After reviewing the Agreement and the Notice, having reviewed the entire record on this action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders and Adjudges as follows:

1. To the extent defined in the Agreement, the terms in this Order and Judgment shall have the meanings set forth therein.

2. Under the terms of the Settlement, the Gross Settlement Amount and monetary terms, including all requested awards, are as follows:

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount (“GSA”)	\$275,000.00 (employer-side taxes separate)
Settlement Administration (actual amount)	\$11,832.79
Requested Attorney’s Fees	\$91,666.67
Requested Costs (maximum agreed costs)	\$17,500.00
PAGA Penalty Allocation	\$29,000.00 (\$21,750.00 is allocated to the LWDA)
Requested Enhancement	\$7,500.00
Estimated Net Settlement Amount	\$117,500.54

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2 The amounts awarded by the Court are set forth below.

3 3. The Court finds that the Settlement has been reached as a result of intensive, serious and
4 non-collusive, arms-length negotiations. The Court further finds that the Parties have conducted
5 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their
6 respective positions. The Court also finds that settlement at this time will avoid additional substantial
7 costs, as well as avoid the delay and risks that would be presented by the further prosecution of the
8 action. The Court finds that the risks of further prosecution are substantial.

9 4. The Parties' Settlement is granted final approval as it meets the criteria for final
10 settlement approval. In granting final approval of the class and representative action settlement, the
11 Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as
12 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV*
13 *Cases*, 135 Cal. App. 4th 706 (2006). The Court finds that the terms of the proposed class and
14 representative action Settlement are fair, reasonable, and adequate, pursuant to California Code of Civil
15 Procedure § 382. The settlement falls within the range of possible approval as fair, adequate and
16 reasonable; appears to be the product of arm's-length and informed negotiations; and treats all Class
17 Members fairly. The Settlement Class meets the requirements for conditional certification for settlement
18 purposes only under Code of Civil Procedure § 382.

19 5. The Class Notice provided to the Settlement Class conforms with the requirements of
20 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
21 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
22 under the circumstances, by providing individual notice to all Class Members who could be identified
23 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
24 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements
25 of due process.

26 6. The following persons are certified as Class Members solely for the purpose of entering
27 a settlement in this matter:

28 All individuals who have worked for Defendant in California as hourly employees

1 during the Class Period (the “Class Period” is the period from October 20, 2017,
2 through the date that a preliminary approval order is entered in the Action). Excluded
3 from the Class are those individuals who have entered into (i) arbitration agreements or
4 (ii) agreements releasing the claims alleged by Plaintiff. “Participating Class Member”
5 means a Class Member who does not submit a valid and timely Request for Exclusion
6 from the Class portion of the Settlement. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34.)

7 No Class Member requested exclusion. All Class Members are Participating Class Members and are
8 bound by the Final Approval Order and Judgment in the Action.

9 7. Plaintiff Sherif Fathy (“Plaintiff”) is appointed as the Class Representative. The Court
10 finds Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation
11 and have no conflicts of interest with absent Class Members, and that they adequately represented the
12 interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Sandy Pham, of
13 Moon Law Group, PC, are appointed Class Counsel.

14 8. All individuals who worked for Defendant in California as hourly employees at any
15 time between October 20, 2020 and June 19, 2023, are “Aggrieved Employees” for purposes of
16 distributing the \$7,250.00 as Individual PAGA Payments.

17 9. The Court appoints Phoenix Settlement Administrators to act as the Settlement
18 Administrator (“Settlement Administrator”), pursuant to the terms set forth in the Agreement.

19 10. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and
20 compensation to the Class Members shall be implemented pursuant to the terms of the Settlement and
21 this Final Approval Order.

22 11. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
23 Member, and in recognition of the Plaintiff’s efforts on behalf of the Settlement Class, the Court hereby
24 approves the payment of a Class Representative Enhancement Payment to Plaintiff in the amount of
25 **\$7,500.00.**

26 12. The Court approves the payment of attorneys’ fees to Class Counsel in the total amount
27 of **\$91,666.67.** The Court approves the payment of litigation expenses in the amount of **\$17,500.00** to
28 Class Counsel, which award is not opposed by Defendant.

13. The Court approves payment in the amount of **\$11,832.79** to Phoenix Settlement
Administrators for performance of its services as the Settlement Administrator.

1 14. Upon completion of administration of the Settlement, the Parties shall file a declaration
2 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
3 have been completed.

4 15. The Court sets a non-appearance case review regarding compliance with all fund
5 distribution requirements under the Settlement for **April 23, 2026, at 8:30 a.m.**, in Dept. 9 of the above-
6 entitled Court. A Final Report, including any declaration from the Settlement Administrator regarding
7 compliance, shall be filed with the Court no later than **April 16, 2026**.

8 16. The Court approves and orders payment in the amount of **\$21,750.00** to the Labor and
9 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
10 General Act of 2004 (Labor Code § 2698 *et seq.*).

11 17. Once Defendant Jay Nolan Community Services Inc. (“Defendant”) fully funds the
12 Settlement by paying all amounts due under the Agreement and this Order, the Class Representative and
13 each Putative Class Member will release Class claims as follows:

14 All Participating Class Members, on behalf of themselves and their respective former
15 and present representatives, agents, attorneys, heirs, administrators, successors, and
16 assigns, release Released Parties from (i) all claims that were alleged, or reasonably
17 could have been alleged, based on the Class Period facts stated in the Operative
18 Complaint, including all claims that Defendant: (1) failed to provide meal periods (Lab.
19 Code §§ 204, 223, 226.7, 512 and 1198 and Wage Order); (2) failed to provide rest
20 periods (Lab. Code §§ 204, 223, 226.7 and 1198 and Wage Order); (3) failed to pay
21 minimum and overtime time wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197,
22 1997.1 and 1198 and Wage Order as to minimum wage); (4) failed to provide accurate
23 itemized wage statements (Lab. Code §§ 226(a)); (5) failed to timely pay all final wages
24 (Lab. Code §§ 201, 202 and 203); (6) failed to indemnify for job-related expenses (Lab.
25 Code § 2802); and, (7) engaged in Unfair Competition (Bus. & Prof. Code §§ 17200 *et*
26 *seq.*). Except as set forth in Section 5.3 of [the] Agreement, Participating Class
27 Members do not release any other claims, including claims for vested benefits,
28 wrongful termination, violation of the Fair Employment and Housing Act,
unemployment insurance, disability, social security, workers’ compensation, or claims
based on facts occurring outside the Class Period.¹

18 18. Once Defendant fully funds the Settlement by paying all amounts due under the

1 ¹ “Released Parties” means: Defendant and its subsidiaries and/or parent corporations, predecessors
2 and successors, as well as their divisions, affiliates, past and present officers, owners, predecessors,
3 directors, employees, agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit plans,
4 private investigators and each and all of the foregoing persons’ heirs, assigns, executors, administrators
5 and successors, or any of them, or anyone claiming by, through, under or on behalf of any of them.
6 (Settlement, ¶ 1.41.)

1 Agreement and this Order, the Aggrieved Employees will release PAGA claims as follows:

2 Aggrieved Employees are deemed to release, on behalf of themselves and their respective
3 former and present representatives, agents, attorneys, heirs, administrators, successors,
4 and assigns, the Released Parties from all claims for PAGA penalties that were alleged,
or reasonably could have been alleged, based on the PAGA Period facts stated in the
Operative Complaint, and the PAGA Notice.

5 19. Class Counsel is ordered to give notice of this final Order and Judgment to the LWDA,
6 pursuant to Labor Code § 2699(l)(3) by **March 17, 2025**.

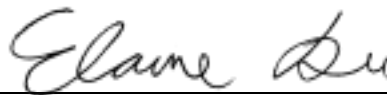
7 20. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth
8 in the Settlement Agreement.

9 21. The Court retains jurisdiction to consider all further applications arising out of or in
10 connection with the settlement.

11 22. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall
12 give notice to the Class of the entry of this Order and Judgment in this Action, by posting it on its
13 website, by **March 17, 2025**.

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15 **IT IS SO ORDERED AND ADJUDGED.**

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18 Dated: 1/17/2025



Hon. Elaine Lu
LOS ANGELES SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

James A. Goodman
jgoodman@ebglaw.com
Kevin Sullivan
ksullivan@ebglaw.com
EPSTEIN BECKER & GREEN, P.C.
1925 Century Park East, Suite 500
Los Angeles, California 90067
Facsimile: (310) 553-2165

Counsel for Defendant

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **January 16, 2025**, at Los Angeles, California.

Jill Eaton
Type or Print Name

— *jill eaton*
Signature