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Attorneys for Plaintiffs, the proposed class,
and all aggrieved employees

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

GABRIEL GOMEZ, an individual, on behalf
of the State of California, as a private attorney
general; BARON QUIROS, and individual,
on behalf of himself and others similarly
situated,

PLAINTIFFS,

v.

WAHID OF PENNSYLVANIA LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. CV2200078

[Case Assigned for All Purposes to Dept. 4]

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

Date: October 23, 2023

Time: 10:30 A.M.

Dept.: 4

Complaint Filed: January 14, 2022

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiffs Gabriel Gomez
3 (“Plaintiffs”) against Defendant WAHID OF PENNSYLVANIA LLC (“Defendant”). The Motion
4 for Final Approval of Class Action Settlement came before this Court, on October 23, 2023.

5 **WHEREAS**, Judge Kelly L. Neel granted preliminary approval of the Class Action and
6 PAGA Settlement Agreement (“Agreement”), attached to the concurrently-filed Declaration of
7 Kelsey M. Szamet as Exhibit “1”, on April 26, 2023.

8 **WHEREAS**, Plaintiffs Gabriel Gomez and Baron Quiros have applied to the Court for an
9 order granting final approval of the Agreement.

10 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
11 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
12 Court having read and considered Plaintiffs’ Motion for Final Approval of Class Action
13 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M.
14 Szamet, Gabriel Gomez, Baron Quiros; and Taylor Mitzner of Phoenix Class Action
15 Administration Solutions; and the supporting documents annexed thereto, now finds:

16 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

17 1. The Court has personal jurisdiction over all Class Members and all Aggrieved
18 Employees and that the Court has subject matter jurisdiction to approve the Agreement;

19 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
20 in compliance with California Code of Civil Procedure, the California and United States
21 Constitutions (including the due process clauses), the California Rules of Court and any other
22 applicable law, and in the best interest of each of the Parties and the Class Members and Aggrieved
23 Employees and is hereby finally approved in all respects.

24 3. The Parties are hereby directed to perform the terms of the Settlement as described
25 in the Agreement according to its terms and provisions.

26 4. The Agreement is binding on Plaintiffs and all other Class Members and Aggrieved
27 Employees, except those who timely and properly filed Request for Exclusion, as well as their
28 heirs, executors and administrators, successors and assigns.

1 5. There are one (1) valid requests for exclusion.

2 6. There are no objectors to the Agreement.

3 7. It is ordered that the Class is certified for settlement purposes only. The Court
4 finds that an ascertainable class exists and a well-defined community of interest exists in the
5 questions of law and fact involved because in the context of the Agreement: (i) there are questions
6 of law and fact common to the Class Members and Aggrieved Employees which, as to the
7 Agreement and all related matters, predominate over any individual questions; (ii) the Claims of
8 Plaintiffs are typical of the Claims of the Class Members; and (iii) in negotiating, entering into and
9 implementing the Agreement, Plaintiffs and Plaintiffs' Attorneys have fairly and adequately
10 represented and protected the interest of the Class Members.

11 8. The Court finds that the Notice and notice methodology implemented pursuant to
12 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
13 reasonably calculated, under the circumstances, to apprise Class Members and Aggrieved
14 Employees of the pendency of the Action, their right to object to or exclude themselves from the
15 proposed Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable
16 and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and
17 (iv) met all applicable requirements of the California Code of Civil Procedure, the California and
18 United States Constitution (including the Due Process Clause), the California Rules of Court and
19 any other applicable law.

20 9. The Class is hereby made final. The Class is defined as:

21 "All non-management employees of Wahid of Pennsylvania LLC,
22 in the State of California who worked one or more pay periods since
23 four (4) years prior to the filing of this action to the present." (the
24 "Class").

25 10. The "Class Settlement Period" means the period from November 1, 2020 through
26 December 13, 2022.

27 11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are
28 defined as:

 "All non-management employees of Wahid of Pennsylvania LLC,
in the State of California who worked one or more pay periods since

one (1) year prior to the date of Plaintiff Gomez's PAGA notice letter and continuing to the present." (the "Aggrieved Employees".)

12. The "PAGA Period" means the period from November 3, 2020 through October 14, 2022.

13. The Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiffs and each Class Member shall fully release and discharge the Released Parties pursuant to the following release and expressly waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

15. Plaintiffs and all Class Members and Aggrieved Employees who have not been timely and properly excluded from the Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members or Aggrieved Employees into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims;

16. The Agreement provides that the Gross Settlement Amount is ninety thousand dollars and zero cents (\$90,000.00). The Net Settlement Amount shall be determined according

1 to the terms of the Agreement.

2 17. The Court orders the calculations and the payments to be made and administered in
3 accordance with the terms of the Agreement.

4 18. The Court hereby finds that Plaintiffs and Class/PAGA Counsel adequately
5 represented the Class for purposes of entering into and implementing the settlement. The Court
6 hereby confirms Kingsley & Kingsley, APC as Class/PAGA Counsel in the Action.

7 19. The Court hereby finds the unopposed application of Class/PAGA Counsel for a
8 costs and attorneys' fees award provided for under the proposed Agreement to be fair and
9 reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement
10 Amount, \$30,000.00 shall be paid for attorney fees and \$15,000.00 shall be paid for litigation
11 costs.

12 20. The unopposed application of Class/PAGA Counsel for an enhancement payment
13 to Plaintiffs is hereby granted. Of the Gross Settlement Amount, a \$2,500.00 PAGA
14 Representative Award shall be allocated to Class Representative Gabriel Gomez and a \$2,500.00
15 Class Representative Award shall be allocated to Class Representative Baron Quiros.

16 21. The unopposed application of Class/PAGA Counsel for claims administration fees
17 to Phoenix Class Action Administration Solutions is hereby granted. Of the Gross Settlement
18 Amount, \$5,000.00 shall be paid for settlement administration fees.

19 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
20 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

21 23. The Court approves the PAGA Penalties in the amount of \$5,000.00. The Court
22 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
23 Agency ("LWDA") in the amount of \$3,750.00. The Court further directs that the remaining 25%
24 of the PAGA Penalties, in the amount of \$1,250.00 shall be allocated to the Net Settlement Amount
25 for distribution to the Class Members.

26 24. If a Class Member or Aggrieved Employee does not cash his or her settlement
27 check before the void date printed on the check, the uncashed funds shall be transmitted by the
28 Administrator to the State of California Office of the Controller in the name of the class member

1 or aggrieved employee who did not cash his or her Individual Settlement Payment check.

2 25. Defendant shall have no further liability for costs, expenses, interest, attorneys'
3 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

4 26. The Court hereby grants and authorizes the Parties, without further approval from
5 the Court, to agree to and to adopt such amendments, modifications and expansions of this
6 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
7 do not limit the rights of Class Members and Aggrieved Employees under the Stipulation.

8 27. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
9 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
10 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
11 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
12 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
13 Settlement. Any disputes or controversies arising with respect to the interpretation,
14 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
15 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
16 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

17 28. This Final Order shall constitute a final judgment.

18 29. The Court hereby dismisses the action (including all individual claims and Released
19 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
20 the Agreement.

21
22 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On September 29, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

BOUTIN JONES INC. Bruce M. Timm btimm@boutinjones.com Kimberly A. Lucia KLucia@boutinjones.com Andrew Ducart aducart@boutinjones.com 555 Capitol Mall, Suite 1500 Sacramento, CA <i>Attorneys for Defendant</i>	ABRAMSON LABOR GROUP William Zev Abramson Wza@abramsonlabor.com 11846 Ventura Blvd, Suite 100 Studio City, CA 91604 <i>Attorneys for Plaintiffs</i>
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☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 29, 2023, at Woodland Hills, California.



Michelle Tanzer

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