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Superior Court of California
County of Los Angeles

06/12/2024

David W. Slayton, Executive Officer / Clerk of Court

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and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JORGE BERNARDO, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

AMANECER COMMUNITY
COUNSELING SERVICES, a Non-
Profit Corporation; and DOES 1 through
20, inclusive,

Defendants.

Case No. 21STCV40218

Assigned for all purposes to

Hon. David S. Cunningham
Dept. 11

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

Date: June 3, 2024
Time: 11:30 a.m.
Dept: 11

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1 3. With respect to the Settlement Class and for purposes of approving this Settlement
2 only, this Court finds and concludes that: (a) the members of the Settlement Class are
3 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
4 of law or fact common to the Settlement Class, and there is a well-defined community of interest
5 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
6 claims of Class Representative Jorge Bernardo are typical of the claims of the members of the
7 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of
8 the members of the Settlement Class; (e) a class action is superior to other available methods for
9 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
10 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
11 individual and representative capacities for the Class.

12 4. The Court finds and determines that the terms set forth in the Settlement
13 Agreement are fair, reasonable, and adequate. The Court also finds that the Settlement was
14 reached as a result of informed and non-collusive arm's-length negotiations facilitated by a
15 neutral mediator. The Court further finds that the Parties conducted extensive investigation,
16 research, and discovery and that their attorneys were able to reasonably evaluate their respective
17 positions. The Court also finds that the Settlement will enable the Parties to avoid additional and
18 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
19 litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement
20 and recognizes the significant value accorded to the Class.

21 5. The Court finds and determines that the terms of the Settlement are fair, reasonable
22 and adequate to the Settlement Class and to each Settlement Class Member.

23 6. The Court finds and determines that the Individual Settlement Payments to be paid
24 to participating Settlement Class Members as provided for by the Settlement are fair and
25 reasonable.

1 7. The Court finds and determines that payment to the California Labor and
2 Workforce Development Agency of \$15,000.00 as its share of the settlement of civil penalties in
3 this case is fair, reasonable, and appropriate.

4 8. The Court finds and determines that the fees and expenses in administrating the
5 Settlement incurred by ILYM Group, Inc. in the amount of \$5,800.00, are fair and reasonable.

6 9. The Court finds and determines the Class Representative Enhancement Award of
7 \$5,000 for Plaintiff is fair and reasonable.

8 10. The Court finds that Class Counsel's attorneys' fees in the sum of \$60,833.33 is
9 fair and reasonable.

10 11. The Court finds that Class Counsel incurred actual litigation costs in the amount
11 of \$18,679.60, and the Court finds this amount is fair and reasonable.

12 12. The Court finds that Defendant has paid \$91,250.00 of the Gross Settlement
13 Amount as of May 15, 2024.

14 **III. Order**

15 The Court grants final approval of the Settlement and it is HEREBY ORDERED,
16 ADJUDGED, AND DECREED as follows:

17 1. The Settlement is ordered finally approved, and that all terms and provisions of
18 the Settlement should be and hereby are ordered to be consummated. In accordance with the
19 Addendum to Class Action and PAGA Settlement Agreement and Class Notice, Defendant is
20 ordered to fund the remainder of the Gross Settlement Amount and its share of payroll taxes by
21 August 15, 2024.

22 2. The Court certifies the Settlement Class, as that term is defined in and by the terms
23 of the Settlement Agreement as "all California citizens currently or formerly employed by
24 Defendant as a non-exempt employee in the State of California at any time from November 2,
25 2017 to November 10, 2022," and the Court deems this definition sufficient for purposes of
26 California Rule of Court 3.765(a).

27 3. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

1 4. The Court hereby confirms Plaintiff Jorge Bernardo as the Class Representative
2 in this Action.

3 5. The Court hereby approves the Gross Settlement Amount of \$182,500.00.

4 6. The Court hereby gives final approval to and orders the payment of the Individual
5 Settlement Payment amounts be made to the participating Settlement Class Members in
6 accordance with the Settlement Agreement.

7 7. The Court hereby gives final approval to and orders that the payment to the
8 California Labor and Workforce Development Agency of \$15,000.00 be paid in accordance with
9 the Settlement Agreement.

10 8. The Court hereby gives final approval to and orders that the payment to ILYM
11 Group, Inc. in the amount of \$5,800.00 be paid in accordance with the Settlement.

12 9. The Court hereby orders the Administrator to make payment of the Class
13 Representative Enhancement Award to the Plaintiff/Class Representative in the amount of
14 \$5,000 in accordance with the terms of the Settlement Agreement.

15 10. Pursuant to the terms of the Settlement, and the authorities, evidence and
16 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
17 the sum of \$60,833.33 and actual litigation costs of \$18,679.60. The Court hereby orders the
18 Settlement Administrator to make these payments in accordance with the terms of the Settlement
19 Agreement.

20 11. Neither Defendant nor any related persons or entities shall have any further
21 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
22 except as provided for by the Settlement Agreement.

23 12. Upon completion of administration of the Settlement, the Settlement
24 Administrator will provide written certification of such completion to the Court and counsel for
25 the Parties which shall be filed with the Court five (5) court days before the non-appearance
26 compliance hearing set for June 3, 2025 at 8:30 a.m. in Dept. 11.

13. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation costs.

IV. JUDGMENT

1. This Judgment is intended to be a final disposition in its entirety of the above captioned action. Without affecting the finality of this order or the entry of judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement pursuant to Code of Civil Procedure § 664.6 and California Rules of Court Rule 3.769(h).

2. Neither the making of the Settlement Agreement nor the entry into the Settlement Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed as an admission or concession by or against Defendant or any related person or entity.

3. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this order, including the requirement that Defendant make payment to the participating Settlement Class Members in accordance with the Settlement.

4. The Court hereby enters final judgment in accordance with the terms of the Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement filed on January 24, 2024, and this Order.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 06/12/2024, 2024



A handwritten signature in black ink, reading "David S. Cunningham III".

~~David S. Cunningham III / Judge~~
Honorable David S. Cunningham
JUDGE OF THE SUPERIOR COURT