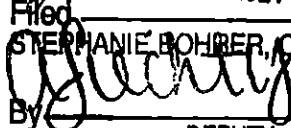


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11/18/24

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Attorneys for Plaintiff

9 JAN 23 2024  
Filed  
STEPHANIE BOHRER, CLERK  
By  DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

ROSALBA RODRIGUEZ individually, and on  
behalf of all others similarly situated,

*Plaintiff,*

vs.

EL CONCILIO CALIFORNIA, a California  
corporation dba COUNCIL FOR THE SPANISH  
SPEAKING; and DOES 1 through 10, inclusive,

*Defendants.*

Case No.: STK-CV-UOE-2021-0012016

[Hon. George J. Abdallah]

CLASS ACTION

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

Date: January 18, 2024  
Time: 9:00 a.m.  
Courtroom: Dept. 10A  
Judge: Hon. George J. Abdallah

Action Filed: December 30, 2021  
Trial Date: Not Set

DEC 21 2023

EX-107

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

2 This matter came on for hearing upon the Motion for Final Approval of the proposed settlement  
3 of this action on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT  
4 AGREEMENT AND CLASS NOTICE (the "Agreement") *see* Declaration of H. Scott Leviant in  
5 Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement  
6 ["Leviant Decl."], at Exh. 1).

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

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

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

18 3. The parties' Settlement is granted final approval as it meets the criteria for final  
19 settlement approval. In granting final approval of the class action settlement the Court has considered  
20 the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba*  
21 *v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th  
22 706 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable,  
23 and adequate, pursuant to California Code of Civil Procedure § 382. The settlement falls within the  
24 range of possible approval as fair, adequate and reasonable, and appears to be the product of arm's-  
25 length and informed negotiations and to treat all Class Members fairly. The Settlement Class meets the  
26 requirements for conditional certification for settlement purposes only under Code of Civil Procedure  
27 § 382.

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

8           5.       The following persons are certified as Class Members solely for the purpose of entering  
9 a settlement in this matter:

10           All individuals who are or previously were employed by Defendant or its successors,  
11 affiliates, and subsidiaries in California who were classified as hourly non-exempt  
12 employees during the Class Period (the "Class Period" is the period from September 4,  
13 2021, until October 5, 2023.) (Settlement, ¶ 1.5, 1.12.) "Participating Class Member"  
14 means a Class Member who does not submit a valid and timely Request for Exclusion  
15 from the Settlement. (Settlement, ¶ 1.35.)

16           6.       All Class Members are "aggrieved employees" for purposes of distributing the  
17 \$10,000.00 as Individual PAGA Payments. Class Members cannot opt out of the release of the PAGA  
18 claims and will therefore receive a share of the \$10,000, irrespective of whether they are Participating  
19 Class Members.

20           7.       Plaintiff ROSALBA RODRIGUEZ is appointed as the Class Representative. The  
21 Court finds Plaintiff's counsel are adequate, as they are experienced in wage and hour class action  
22 litigation and have no conflicts of interest with absent Class Members, and that they adequately  
23 represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and  
24 Mariam Ghazaryan, of Moon Law Group, PC, are appointed Class Counsel.

25           8.       The Court appoints ILYM Group, Inc., to act as the Settlement Administrator, pursuant  
26 to the terms set forth in the Agreement.

27           9.       No Class Members timely requested exclusion from the Class. All Class Members  
28 remain bound by the Final Approval Order and Judgment in the Action.

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

1 11. In addition to any recovery that Plaintiff may receive under the Settlement as a Class  
2 Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby  
3 approves the payment of a Class Representative Enhancement Payment to Plaintiff in the amount of  
4 \$7,500.00.

5 12. The Court approves the payment of attorneys' fees to Class Counsel in the total amount  
6 of \$118,333.33 to Moon Law Group, PC. Litigation expenses awarded to Moon Law Group, PC, are  
7 approved by the Court in the amount of \$14,141.85.

8 13. The Court approves and orders payment in the amount of \$10,150.00 to ILYM Group,  
9 Inc., for performance of its services as the Settlement Administrator, as set forth in the Notice to the  
10 Class.

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

14 15. The Court sets a non-appearance case review regarding compliance with all fund  
15 distribution requirements under the Settlement for 5/23, 2024, at 9:00 AM  
16 in Dept. 10A of the above-entitled Court. A Final Report, including any declaration from the  
17 Settlement Administrator regarding compliance, shall be filed with the Court no later than  
18 5/16, 2024.

19 16. The Court approves and orders payment in the amount of \$30,000.00 to the Labor and  
20 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys  
21 General Act of 2004 (Labor Code § 2698 *et seq.*). Further, \$10,000.00 shall be distributed to Class  
22 Members as required under the Settlement.

23 17. Once Defendants fully fund the Settlement by paying all amounts due under the  
24 Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid  
25 and timely request for exclusion as to claims other than the PAGA claim, and, as to the PAGA claim,  
26 each Class Member, regardless of whether they have requested exclusion from the Settlement of Class  
27 claims, will release claims as follows:  
28

1 "Released Claims" include all class claims pled or that could have been pled, whether  
2 known or unknown, that reasonably arise out of the same set of operative facts or are  
3 reasonably related to the allegations contained in the Operative Complaints filed by  
4 Plaintiff which occurred during the Class Period (the "Operative Complaints"). Except  
5 as expressly set forth in this Agreement, Participating Class Members do not release  
any other claims, including claims for vested benefits, wrongful termination, violation  
of the Fair Employment and Housing Act, unemployment insurance, disability, social  
security, workers' compensation, or class claims based on facts occurring outside the  
Class Period.

6 "Released Parties" means Defendant, and any predecessor, successor, subsidiary,  
7 parent, affiliated or related entity, and each of their employees, agents, representatives,  
8 insurers and reinsurers, attorneys, directors, and/or officers and/or any individual or  
entity which could be jointly liable with Defendant for the claims alleged.

9 Upon the date upon which Defendants transfer the Gross Settlement Amount to the  
10 Settlement Administrator, Plaintiff and all Class Members who do not Request  
11 Exclusion will be deemed to have fully, finally and forever released, settled,  
12 compromised, relinquished, and discharged with respect to all of the Released Parties  
13 for any and all Released Claims that accrued during the Released Claims Period. The  
14 release of Released Claims will have a res judicata effect against any Class Members  
15 who make a claim against any of the Released Parties for any of the Released claims,  
16 file any actions, claims, complaints or proceedings regarding the Released Claims with  
17 the California Division of Labor Standards Enforcement, initiate any other proceedings  
18 against any of the Released Parties regarding any of the Released Claims, or seek to  
19 participate in any judgment or settlement of claims that are the subject of the Released  
20 Claims in any other class, collective, or representative action against any of the  
21 Released Parties.

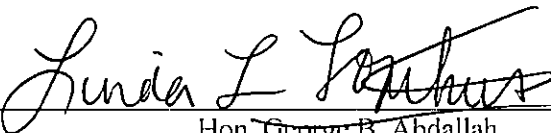
22 18. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,  
23 pursuant to Labor Code § 2699(1)(3).

24 19. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth in  
25 the Settlement Agreement.

26 20. The Court retains jurisdiction to consider all further applications arising out of or in  
27 connection with the settlement.

28 **IT IS SO ORDERED.**

Dated: 1/23/2014



Hon. George B. Abdallah  
SAN JOAQUIN 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 1055 W. 7<sup>th</sup> Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS 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:

LISA BLANCO JIMENEZ  
NEUMILLER & BEARDSLEE, A PROFESSIONAL CORPORATION  
Mailing: P.O. Box 20 Stockton, CA 95201-3020  
Office: 3121 W. March Lane, Suite 100 Stockton, CA 95219  
Facsimile: (209) 948-4910  
E-mail: ljimenez@neumiller.com

*Counsel for Defendant* EL CONCILIO CALIFORNIA

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[ ] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

[ ] **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

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 **December 21, 2023** at Los Angeles, California.

H. Scott Leviant  
Type or Print Name

  
Signature