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10 an individual, and on behalf of others similarly
11 situated.

12 *[Additional Counsel Listed on Following Page]*

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN DIEGO**

16
17 ISIAH A. ELDER and ANTOINETTE
18 LASHAUN MILES, as individuals and on
behalf of all others similarly situated,

19 Plaintiff,

20 v.

21 ST. VINCENT DE PAUL VILLAGE,
22 INC.; S.V.D.P. MANAGEMENT, INC.
and DOES 1 through 20, inclusive,

23 Defendants.

24
25 AND RELATED CONSOLIDATED
26 CASES

RECEIVED
October 30, 2024

FILED
Clerk of the Superior Court

NOV 22 2024

By: R. Day, Deputy

Lead Case No. 37-2022-00000130-CU-OE-CTL

Consolidated Case Nos:
37-2022-00000452-CU-OE-CTL
37-2022-00013694-CU-OE-CTL

~~PROPOSED~~ FINAL ORDER AND
JUDGMENT

Date: November 22, 2024
Time: 9:00 A.M.
Dept: C-73

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24 Attorneys for Plaintiff Stephanie Green

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

2 The above-referenced Class and PAGA Actions (“Actions”) having come before the Court
3 on November 22, 2024, for a hearing on Plaintiffs’ Motion for Final Approval of Class Action
4 and PAGA Settlement (“Final Order”), and consistent with the Court’s Preliminary Approval
5 Order (“Preliminary Approval Order”), and as set forth in the Class Action and PAGA Settlement
6 Agreement (collectively hereafter “Settlement Agreement” or “Settlement”) and, due and
7 adequate notice having been given to all Class Members as required in the Preliminary Approval
8 Order, and the Court having considered all papers filed and proceedings had herein and otherwise
9 being fully informed and Good Cause appearing therefore, it is hereby **ORDERED,**
10 **ADJUDGED AND DECREED AS FOLLOWS:**

11 1. The Court grants Plaintiffs’ Isiah A. Elder, Antoinette Lashaun Miles, Amanda
12 Andrade, Lorenzo Shaw, Meron B. Tewolde, and Stephanie Green’s Motion for Final Approval
13 of Class Action and PAGA Settlement.

14 2. All terms used herein shall have the same meaning as defined in the Settlement
15 Agreement.

16 3. Consistent with the definitions provided in the Settlement Agreement, the term
17 “Class” and “Class Members” shall mean the following: “all current and former hourly-paid, non-
18 exempt employees of St. Vincent de Paul Villages, Inc. dba Father Joe’s Villages and/or SVDP
19 Management, Inc. who were employed in the state of California at any time between January 3,
20 2018, through October 22, 2023.”

21 4. Consistent with the definitions provided in the Settlement Agreement, the term
22 “Aggrieved Employee” shall mean the following: “all current and former hourly-paid, non-
23 exempt employees of St. Vincent de Paul Villages, Inc. dba Father Joe’s Villages and/or SVDP
24 Management, Inc. who were employed in the state of California at any time between January 3,
25 2021, through March 8, 2024.”

26 5. This Court has jurisdiction over the subject matter of these Actions and over
27 all Parties to this Action, including all Class Members.

28 6. Distribution of the Notice of Settlement directed to the Class Members as set forth

1 in the Settlement Agreement and the other matters set forth therein have been completed in
2 conformity with the Preliminary Approval Order, including individual notice to all Class
3 Members who could be identified through reasonable efforts, and the best notice practicable under
4 the circumstances. The Notice of Settlement provided due and adequate notice of the proceedings
5 and of the matters set forth therein, including the proposed Settlement set forth in the Settlement
6 Agreement, to all persons entitled to such Notice of Settlement, and the Notice of Settlement fully
7 satisfied the requirements of due process. All Class Members and all of the Released Class Claims
8 and Released PAGA Claims are covered by and included within the Settlement and this Final
9 Order.

10 7. The Court hereby finds the Settlement Agreement was entered into in good faith
11 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
12 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have
13 satisfied the standards and applicable requirements for final approval of this class action
14 settlement under California law, including the provisions of California Code of Civil Procedure
15 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
16 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

17 8. The Court hereby confirms Heather Davis, Amir Nayebdadash, Susan Huerta,
18 Brendan Burton, and Shadi Sahebghalam of Protection Law Group, LLP; Kashif Haque, Samuel
19 Wong, Jessica Campbell, and Kristy Connolly, of Aegis Law Firm, P.C.; and Edwin Aiwarzian
20 and Joanna Ghosh, of Lawyers *for* Justice, P.C., as Class Counsel in the Actions.

21 9. The Court hereby approves the Settlement set forth in the Settlement Agreement
22 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
23 Parties to effectuate the Settlement according to its terms. This judgment is entered in accordance
24 with the terms of the Settlement Agreement, which is incorporated herein by reference. The Court
25 finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-
26 length negotiations. The Court further finds that the Parties have conducted extensive
27 investigation and research, and counsel for the Parties are able to reasonably evaluate their
28 respective positions. The Court also finds that Settlement at this time will avoid additional

1 substantial costs, as well as avoid the delay and risks that would be presented by the further
2 prosecution of these Actions. The Court has reviewed the benefits that are being granted as part
3 of the Settlement and recognizes the significant value to the Class Members. The Court also
4 finds that the Class is properly certified as a class for settlement purposes only.

5 10. Upon the complete funding of the Settlement, all Participating Class Members, on
6 behalf of themselves and their respective former and present representatives, agents, attorneys,
7 heirs, administrators, successors, and assigns, shall fully release and discharge Defendants St.
8 Vincent de Paul Villages, Inc. dba Father Joe's Villages and SVDP Management, Inc.'s
9 ("Defendants" or "Released Parties") from all claims that were alleged, or reasonably could have
10 been alleged, based on the facts stated in the Consolidated Complaint in the Actions arising
11 between January 3, 2018, through October 22, 2023.

12 11. Additionally, upon the complete funding of the Settlement, all Aggrieved
13 Employees, on behalf of themselves and their respective former and present representatives,
14 agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties
15 from any and all PAGA Claims that were actually alleged, or reasonably could have been alleged,
16 based on the facts stated in the Consolidated Complaint in the Actions arising at any time between
17 January 3, 2021, through March 8, 2024.

18 12. Upon the Effective Date, named Plaintiffs Isiah A. Elder, Antoinette Lashaun
19 Miles, Amanda Andrade, Lorenzo Shaw, Meron B. Tewolde, and Stephanie Green ("Plaintiffs")
20 and their respective former and present spouses, representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns generally, release and discharge Released Parties from all
22 claims, transactions, or occurrences to date including but not limited to: (a) all claims that were,
23 or reasonably could have been, alleged, based on the facts contained in the Consolidated
24 Complaint in the Actions, including, on behalf of themselves and the State of California, claims
25 under the Labor Code Private Attorneys General Act ("PAGA") ("Plaintiffs' Release").
26 Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any
27 claims for vested benefits, unemployment insurance benefits, disability insurance benefits, social
28 security benefits, workers' compensation benefits that arose at any time, or based on occurrences

1 outside the Class Period. Plaintiffs Isiah A. Elder, Antoinette Lashaun Miles, Amanda Andrade,
2 Lorenzo Shaw, Meron B. Tewolde, and Stephanie Green, waive any and all rights conferred upon
3 them under California Civil Code Section 1542, which provides the following:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
5 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
6 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
7 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
8 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
9 DEBTOR OR RELEASED PARTY.

10 This release does not include any pending claims for workers' compensation benefits that the
11 Class Representatives may have against Defendants, or any other claim that may not be released
12 by law.

13 13. No Class Member objected to the terms of the Settlement.

14 14. Three (3) Class Members requested to be excluded from the terms of the
15 Settlement and are excluded from this Final Order and Judgement.

16 15. The Court finds the settlement payments provided for under the Settlement
17 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
18 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Amount
19 of \$3,406,146.72 within fourteen (14) calendar days after the Effective Date as set forth in
20 the Settlement Agreement to provide payments for Settlement Checks to the Participating Class
21 Members and all Aggrieved Employees, PAGA Penalties to the to the California Labor and
22 Workforce Development Agency pursuant to Labor Code Section 2698, *et seq.*, the Service
23 Awards to Plaintiffs Isiah A. Elder, Antoinette Lashaun Miles, Amanda Andrade, Lorenzo Shaw,
24 Meron B. Tewolde, and Stephanie Green, Class Counsel's Fees and Costs, and the Settlement
25 Administrator's Costs. The calculations and the payments shall be made and administered in
26 accordance with the terms of the Settlement Agreement.

27 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
28 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees

1 in the amount of thirty-five percent (35%) from the Gross Settlement Amount (\$1,192,151.35)
2 and attorneys' costs in the amount of (\$50,000.00) from the Gross Settlement Amount as final
3 payment for and for and complete satisfaction of any and all attorneys' fees and costs incurred by
4 and/or owed to Class Counsel and any other person or entity related to the Action. The Court
5 further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be
6 administered pursuant to the terms of the Settlement Agreement.

7 17. The Court hereby approves and orders Service Awards of \$10,000.00 to named
8 Plaintiffs Isiah A. Elder, Antoinette Lashaun Miles, Amanda Andrade, Lorenzo Shaw, Meron B.
9 Tewolde, and Stephanie Green (\$60,000.00) from the Gross Settlement Amount in accordance
10 with the terms of the Settlement Agreement.

11 18. The Court also hereby approves and orders payment from the Gross Settlement
12 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
13 Phoenix Class Action Administration, in the amount of \$16,000.00.

14 19. The Court hereby approves and orders payment of individual settlement payments
15 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set
16 forth in the Settlement Agreement.

17 20. The Court also hereby approves and orders that any checks distributed from the
18 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
19 days after being issued will be sent to the State Bar Impact Fund as the designated cy pres recipient
20 pursuant to California Code of Civil Procedure section 384.

21 21. Provided the Settlement becomes effective under the terms of the Settlement
22 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
23 individual settlement payments, attorneys' fees and costs, and Service Awards to Plaintiffs Isiah
24 A. Elder, Antoinette Lashaun Miles, Amanda Andrade, Lorenzo Shaw, Meron B. Tewolde, and
25 Stephanie Green are as set forth in the Settlement Agreement.

26 22. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
27 is an admission by Defendants, or any of the other Released Parties, nor is this Judgement a
28 finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of

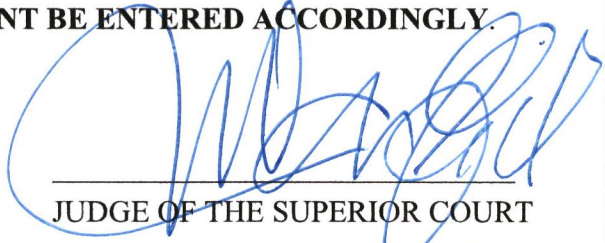
1 the other Released Parties. In entering into the Settlement Agreement, Defendants do not
2 admit, and specifically deny they have violated any federal, state, or local law; violated any
3 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
4 regulations or legal requirements; breached any contract; violated or breached any duty;
5 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct
6 with respect to its employees. Neither the Settlement or the Settlement Agreement, nor any of its
7 terms or provisions, nor any of the negotiations connected with it, shall be construed as an
8 admission or concession by Defendants of any such violations or failure to comply with any
9 applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement
10 Agreement, the Settlement Agreement and its terms and provisions shall not be offered or
11 received as evidence in any action or proceeding to establish any liability or admission on the
12 part of Defendants or to establish the existence of any condition constituting a violation of, or
13 a non-compliance with, federal, state, local or other applicable law.

14 23. Without affecting the finality of this Judgment, the Court shall retain continuing
15 jurisdiction over this Actions and the Parties, including all Class Members, and over all matters
16 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
17 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
18 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
19 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
20 shall be presented to the Court for resolution.

21 24. Plaintiffs shall file and serve formal Notice of Entry of Judgment including Notice
22 to the California Labor and Workforce Development Agency ("LWDA").

23
24 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

25
26 DATED: 11-22-04

27 
JUDGE OF THE SUPERIOR COURT

28 **JOEL R. WOHLFEIL**