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Attorneys for Plaintiff Gerardo Toledo

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GERARDO TOLEDO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

LOS ANGELES CENTERS FOR ALCOHOL
AND DRUG ABUSE; and DOES 1 through 10,
inclusive,

Defendants.

FILED

Superior Court of California
County of Los Angeles

05/08/2024

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

Case No.: 22STCV08368

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. David S. Cunningham,
Dept. 11]

[AMENDED PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities,
Declarations of Kane Moon, Plaintiff, and
Madely Nava, and [Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: May 8, 2024

Time: 10:00 a.m.

Dept.: 11

Complaint Filed: March 08, 2022

Trial Date: Not Yet Set

1 **[PROPOSED] FINAL APPROVAL ORDER**

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

3 On January 5, 2024, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class and PAGA Action Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Gerardo Toledo ("Plaintiff") and Defendant Los
8 Angeles Centers for Alcohol and Drug Abuse ("Defendant") (together with Plaintiff, the "Parties"),
9 in accordance with the Parties' Class and PAGA Action Settlement Agreement and Class Notice (the
10 "Settlement"). The Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support
11 of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement that was filed
12 on October 24, 2023.

13 The Court now has before it Plaintiff's Motion for Final Approval of Class and PAGA Action
14 Settlement, including a motion for payment of Attorneys' Fees, Attorneys' Costs, Class
15 Representative Service Payment, Settlement Administration Costs, and PAGA Penalties, and
16 whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class
17 Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

18 Due and adequate notice having been given to Class Members, and the Court having reviewed
19 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
20 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
21 any oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

23 1. The Court, for purposes of this Final Approval Order, refers to all terms and
24 definitions as set forth in the Settlement.

25 2. Plaintiff's Motion for Final Approval came before Department 11 of this Court, the
26 Honorable David S. Cunningham presiding, on May 8, 2024.

27 3. The Court finds that the Settlement was made and entered into in good faith, the terms
28 of which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval. In so finding, the Court has considered all the evidence
4 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
5 complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections and only one Request for
8 Exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for
9 Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following Class (the “Settlement
11 Class Members”): Any and all persons who worked for Defendant as non-exempt, hourly employees
12 in California during the Class Period, meaning from March 8, 2018 through June 17, 2023. Excluded
13 from the Settlement Class are all Class Members who submit a timely and valid Request for
14 Exclusion from the Settlement.

15 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
16 are still bound by the settlement and release of the Settled PAGA Claims or remedies under the
17 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
18 from the Settlement do not apply to the Released PAGA Claims.

19 6. The deadline for Class Members to submit a Request for Exclusion or to submit
20 written objections to the Settlement was March 25, 2024

21 7. One Request for Exclusion was received from Nidia Pena. Accordingly, this
22 individual is excluded from the Settlement Class and 898 Class Members remain in the Settlement
23 Class.

24 8. All Class Members had an opportunity to object to the Settlement. No written
25 objections were received.

26 9. The Notice of Proposed Class Action (the “Class Notice”), which was attached to the
27 Settlement as **Exhibit A** and provided to the Class pursuant to the plan for distribution described
28 under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California

Rules of Court, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

10. A full opportunity has been afforded to Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude themselves from, or object to, the Settlement. Accordingly, the Court determines that all Class Members who did not submit a timely Request for Exclusion (“Participating Class Members”) are bound by this Final Approval Order and the concurrently filed Judgment.

11. Release of Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and Class Counsel will release claims against all Released Parties as follows: (Settlement, ¶ 6.)

a. Released Parties. “Released Parties” means Defendant and all related companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns. (Settlement, ¶ 1.29.).

b. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including but not limited to unpaid wages, overtime, missed meal and rest periods, waiting time penalties, wages not timely paid during employment, payroll stub violations, and failure to keep requisite payroll records (“Released Class Claims”). 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 claims based on facts occurring outside the Class Period. (Settlement, ¶ 6.2).

c. Release By PAGA Members: All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, 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 Plaintiff's PAGA notice to the LWDA ("Released PAGA Claims"). These include claims for unpaid wages, overtime, missed meal and rest periods, waiting time penalties, wages not timely paid during employment, payroll stub violations, and failure to keep requisite payroll records. All PAGA Members shall release all claims arising under PAGA regardless of their decision to participate in the Settlement. (Settlement, ¶ 6.3)

12. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

13. The Court finds that the Gross Settlement Amount ("GSA"), the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and PAGA Members, respectively, are fair and reasonable. Thus, Court authorizes the Settlement Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

14. Defendant is ordered to fully fund the GSA (**\$1,000,000.00**), and also the amounts necessary for Defendant's share of employer payroll taxes owed on the Wage Portions of the Individual Class Payments, by transmitting the funds to the Settlement Administrator in two equal shares: half after the Court issues this Final Approval Order and half six months hereafter.

15. Within fourteen (14) calendar days after Defendant funds the GSA, the Settlement Administrator shall disburse, in the amounts approved by the Court as provided below, the following

1 payments: (1) Individual Class Payments; (2) Individual PAGA Payments; (3) Class Counsel
2 Attorneys' Fees; (4) Class Counsel Litigation Costs; (5) the Class Representative Service Payment;
3 and (6) the LWDA PAYA Payment.

4 16. A total amount of \$100,000.00 shall be allocated as "PAGA Penalties," payable from
5 the GSA, for resolution of the Released PAGA Claims and distributed as follows: 75% (**\$75,000.00**)
6 to the California Labor and Workforce Development Agency (the "LWDA") and 25% (**\$25,000.00**)
7 to PAGA Members. The LWDA and PAGA Members' claims for the Released PAGA Claims are
8 hereby extinguished.

9 17. The Court confirms the appointment of Plaintiff as the Class Representative, for
10 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a
11 Participating Class Member and PAGA Member, the Court approves and orders a service payment
12 to Plaintiff in the amount of **\$5,000.00** ("Class Representative Service Payment"), payable from the
13 GSA, for his role and service as the Class Representative, for the risks and work attendant to that
14 role, and for his general release of claims and waiver of section 1542 rights.

15 18. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
16 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
17 apparent conflicts of interest with Plaintiff, other Class Members, or the Settlement Administrator,
18 and have adequately represented Class interests. The Court approves and orders the payments to
19 Class Counsel, payable from the GSA, of **\$333,333.33** for reasonable attorneys' fees ("Attorneys'
20 Fees"), and of **\$18,000.00**, for reimbursement of out-of-pocket costs ("Attorneys' Costs"). The Court
21 finds that these amounts are reasonable considering the benefits provided to the Class.

22 19. The Court confirms the appointment of Apex Class Action LLC as the Settlement
23 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
24 the payment to the Administrator of **\$14,000.00** ("Settlement Administration Costs"), payable from
25 the GSA, for settlement administration.

26 20. Pursuant to California Code of Civil Procedure section 384, following the expiration
27 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
28 Administrator shall transmit those amounts to the California State Controller's Office for Unclaimed

1 Property in the name of each Participating Class Member and/or PAGA Member who failed to cash
2 their settlement check prior to the void date.

3 21. In accordance with California Rule of Court 3.771(b), notice of the concurrently
4 filed Judgment will be given to the Settlement Class by the Settlement Administrator, who will
5 post an electronic copy on its website for no less than ninety (90) calendar days following entry
6 thereof.

7 22. This Final Approval Order and the concurrently filed Judgment are intended to be a
8 final disposition of the Action in its entirety and are intended to be immediately appealable.

9 23. The obligations set forth in the Settlement are deemed part of this Final Approval
10 Order and the concurrently filed Judgment, and the Parties and Settlement Administrator are ordered
11 to carry out the Settlement according to its terms and provisions.

12 24. Following entry of the concurrently filed Judgment, and without affecting the finality
13 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
14 continuing jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
15 enforcing this Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
16 addressing such post-Judgment matters as are permitted by law.

17 25. The Settlement is finally approved but is not an admission by Defendant of the
18 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
19 law. Neither the Settlement nor any related document shall be offered or received in evidence in
20 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
21 necessary to consummate or enforce the Settlement.

August 11, 2025

22 26. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on ~~June~~
23 ~~4, 2025~~ at 8:30 ~~a.m./p.m.~~ **in Department 11**. Class Counsel are ordered to file a final report
24 and declaration by the Administrator regarding settlement distribution no later than five (5) court
25 days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing
26 if the Settlement Administrator's declaration reports that all the distributions under the Agreement
27 are complete.

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IT IS SO ORDERED.

DATE: 05/08/2024



THE HON. DAVID S. CUNNINGHAM
Judge of the Superior Court, Los Angeles County

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I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, California 90017. On **May 1, 2024** I served the foregoing document described as:

X by placing ____ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Messner Reeves, LLP
Kathleen Carter, Esq. (kcarter@messner.com)
Jeff Gillette, Esq. (jgillette@messner.com)
650 Town Center Drive, Suite 700
Costa Mesa, CA 92626
Phone: (310) 909-7440

[✓] **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.**

Executed this, **May 1, 2024** at Los Angeles, California.

/s/ Jessica Partida
Signature