

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jaclyn Joyce (State Bar #285124)
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047
shani@zakaylaw.com
jaclyn@zakaylaw.com

LAWYERS FOR JUSTICE, PC

Edwin Aiwarzian (State Bar #232943)
Joanna Ghosh (State Bar #272479)
450 N. Brand Blvd., Suite 900
Glendale, CA 91203
Telephone: (818) 265-1020
edwin@calljustice.com
joanna@calljustice.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

NATALI AMAYA, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

LIBERTY RESIDENTIAL SERVICES, INC., a
Pennsylvania corporation; LIBERTY
HEALTHCARE CORPORATION, an unknown
business entity; LIBERTY HEALTHCARE OF
CALIFORNIA, INC., a California corporation
previously identified as fictitious DOE 1; and
DOES 2 through 100, inclusive,

Defendants.

Case No. 37-2022-00014913-CU-OE-CTL
(LEAD CASE)
*Consolidated with Case No.: 37-2022-
00018859-CU-OT-CTL (PAGA Action)*

Action Filed: April 21, 2022

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: May 29, 2026
Time: 8:30 a.m.

Judge: Hon. Mark T. Cumba
Dept.: C-65

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims and the Addendum to Stipulation of Settlement of
3 Class and PAGA Action Claims and Release of Claims (collectively, the "Agreement") duly came
4 on for hearing on May 29, 2026, before the above-entitled Court. JCL Law Firm, APC, Zakay Law
5 Group, APLC, and Lawyers for Justice, PC appeared on behalf of Plaintiff NATALI AMAYA
6 ("Plaintiff"). Jackson Lewis P.C. appeared on behalf of Defendants LIBERTY RESIDENTIAL
7 SERVICES, INC., LIBERTY HEALTHCARE CORPORATION, and LIBERTY
8 HEALTHCARE OF CALIFORNIA, INC. ("Defendants").

9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All capitalized terms used herein shall have the same meaning as defined in
14 the Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2022-
17 00014913-CU-OE-CTL, entitled *Natali Amaya v. Liberty Residential Services, Inc., et al.*, and over
18 all Parties to this litigation, including the Class.

19 3. With respect to the Class and for purposes of approving this Settlement only,
20 this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
21 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
22 Class, and there is a well-defined community of interest among the Class with respect to the subject
23 matter of the Action; (c) the claims of Class Representative are typical of the claims of the Class;
24 (d) the Class Representative has fairly and adequately protected the interests of the Class; (e) a class
25 action is superior to other available methods for an efficient adjudication of this controversy; and
26 (f) the counsel of record for the Class Representatives, i.e Jean-Claude Lapuyade of JCL Law Firm,
27 APC, Shani Zakay, Esq. of Zakay Law Group, APLC, and Edwin Aiwazian, Esq. of Lawyers for
28

Justice, P.C. (hereinafter “Class Counsel”), are qualified to serve as counsel for the Class Representative and the Class.

Preliminary Approval of the Settlement

4. On October 30, 2025, the Court granted preliminary approval of a class-wide settlement. At the same time, the Court approved certification of a provisional settlement class for settlement purposes only. The Court confirms this Order and finally approves the settlement and the certification of the Class.

Notice to the Class

5. In compliance with the Preliminary Approval Order, the Notice Packet was mailed by first class mail to the Class Members at their last known addresses on December 17, 2025. Mailing of the Notice Packet to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the members of the Class Members. The Court finds that the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

6. The Response Deadline for opting out or objecting was February 17, 2026. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. No Class Members objected. No Class Members requested exclusion. 100% of the Class Members will be participating in the Settlement and will be sent Individual Settlement Payments.

Fairness Of the Settlement

7. The Agreement provides for a Gross Settlement Amount of Two Million Dollars (\$2,000,000.00). The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

a. The settlement was reached through arms-length bargaining between the Parties. There is no evidence of any collusion between the Parties in reaching the proposed settlement.

b. The Parties’ investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

1 c. Counsel for all parties are experienced in similar employment class
2 action litigation and have previously settled similar class claims on behalf of employees claiming
3 compensation. All counsel recommended approval of the Settlement.

4 d. No objections were received. No requests for exclusion were
5 received.

6 e. The participation rate is high. 100% of Class Members will be
7 participating in the Settlement and will be sent settlement payments.

8 8. The consideration to be given to the Class Members under the terms of the
9 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
10 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
11 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
12 litigation and the delays which would ensue from continued prosecution of the Action.

13 9. The Agreement is finally approved as fair, adequate, and reasonable and in
14 the best interests of the Settlement Class Members.

15 **Class Counsel Award**

16 10. The Agreement provides for a Class Counsel Award in an amount not to
17 exceed Seven Hundred Thirty Thousand Dollars and Zero Cents (\$730,000.00). Subject to Court
18 approval, the Class Counsel Award consists of attorneys' fees equal to 35% of the Gross Settlement
19 Amount, or Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) and reimbursement of
20 attorneys' actually incurred expenses in the amount of Twenty-Nine Thousand Three Hundred
21 Thirty-Eight Dollars and Thirty-Six Cents (\$29,338.36).

22 11. An award to Class Counsel of Seven Hundred Twenty-Nine Thousand Three
23 Hundred Thirty Eight Dollars and Thirty-Six Cents (\$729,338.36) comprised of attorneys' fees in
24 the amount of Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) and reimbursement
25 of actually incurred attorneys' expenses in the amount of Twenty-Nine Thousand Three Hundred
26 Thirty-Eight Dollars and Thirty-Six Cents (\$29,338.36) is reasonable in light of the contingent
27 nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class
28

1 Counsel. The requested attorneys' fees award represents 35% of the common fund, which is
2 reasonable for fee awards in common fund cases and is supported by Class Counsel's lodestar.

3 **Service Award**

4 12. The Agreement provides for a Service Award of Seven Thousand Five
5 Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, subject to the Court's approval. The Court
6 finds that the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to
7 Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action
8 litigation.

9 **Settlement Administration Costs**

10 13. The Agreement provides for Settlement Administration Costs to be paid in
11 an amount not to exceed \$9,940.00. The Declaration of the Settlement Administrator provides that
12 the actual settlement administration costs were \$9,940.00. The amount of this payment is reasonable
13 in light of the work performed by the Settlement Administrator.

14 **II.**

15 **ORDERS**

16 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

17 1. The Class is certified for the purposes of settlement only. The Settlement
18 Class is hereby defined as all Class Members who have not submitted a timely and valid request to
19 opt out of this Settlement. Class Members means all current and former hourly paid or non-exempt
20 employees who worked for any of the Defendants in California at any time during the Class Period.
21 The Class Period is defined as the period beginning April 21, 2018 through August 15, 2024.

22 2. Every person in the Class who did not submit a timely and validly Request
23 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the
24 Settlement Administrator, none of the Class Members opted-out of the Settlement.

25 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
26 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
27 this Order and the terms of the Agreement.

28 ///

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

3 5. The Court hereby confirms Jean-Claude Lapuyade, Esq. of JCL Law Firm,
4 APC, Shani Zakay, Esq. of the Zakay Law Group, APLC and Edwin Aiwazian of Lawyers for
5 Justice, P.C. as Class Counsel for the Class Representative in this Action.

6 6. Class Counsel are awarded Seven Hundred Twenty-Nine Thousand Three
7 Hundred Thirty Eight Dollars and Thirty-Six Cents (\$729,338.36)) comprised of attorneys' fees in
8 the amount of 35% of the Gross Settlement Amount, or Seven Hundred Thousand Dollars and Zero
9 Cents (\$700,000.00) and attorneys' expenses in the amount of Twenty-Nine Thousand Three
10 Hundred Thirty-Eight Dollars and Thirty-Six Cents (\$29,338.36). Class Counsel shall not seek or
11 obtain any other compensation or reimbursement from Defendants, Plaintiff, or members of the
12 Class.

13 7. The payment of the Service Award to Plaintiff in the amount of \$7,500.00 is
14 approved.

15 8. The payment of \$9,940.00 to the Settlement Administrator for Claims
16 Administration Expenses is approved.

17 9. The PAGA Payment of \$200,000.00 is hereby approved as fair, reasonable,
18 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
19 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
20 or collusion.

21 10. Final Judgment is hereby entered in this action. The Final Judgment shall
22 bind each Settlement Class Member.

23 11. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
24 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
25 General Act ("PAGA").

26 12. The term "Aggrieved Employees" is hereby defined as all current and former
27 hourly-paid or non-exempt employees who worked for any of the Defendants in California at any
28 time during the PAGA Period. The PAGA Period refers to the time worked in California at any time

1 during the PAGA Period. The PAGA Period is defined as the period beginning March 11, 2021
2 through August 15, 2024.

3 13. The Agreement is not an admission by Defendants, nor is this Final Approval
4 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
5 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
6 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
7 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
8 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
9 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
10 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
11 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
12 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
13 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
14 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
15 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
16 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
17 or issue preclusion or similar defense as to the claims being released by the Settlement.

18 14. Notice of entry of this Final Approval Order and Judgment shall be given by
19 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
20 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
21 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
22 in the Notice Packet.

23 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
24 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
25 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
26 connection with the distribution of settlement benefits.

27
28 ///

1 16. If the Settlement does not become final and effective in accordance with the
2 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
3 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
4 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
5 be vacated.

6
7 **IT IS SO ORDERED.**

8
9 DATED: _____, 2026

10
11 _____
12 Hon. Mark T. Cumba
13 Judge, Superior Court for the State of California,
14 County of San Diego
15
16
17
18
19
20
21
22
23
24
25
26
27
28