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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)*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 15, 2025

Time: 8:30 a.m.

Judge: Hon. Mark T. Cumba

Dept.: C-65

1 This matter having come before the Honorable Hon. Mark T. Cumba of the Superior Court of
2 the State of California, in and for the County of San Diego, at 8:30 a.m. on August 15, 2025, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani Zakay, Esq. of the Zakay Law Group, APLC,
4 and Edwin Aiwazian, Esq., and Joanna Ghosh, Esq. of Lawyers for Justice, PC, as counsel for Plaintiff
5 NATALI AMAYA (“Plaintiff”), and Sierra Vierra, Esq., Philip Duclos, Esq., and Peter J. Woo, Esq.
6 of Jackson Lewis PC, appearing for Defendants LIBERTY RESIDENTIAL SERVICES, INC.,
7 LIBERTY HEALTHCARE CORPORATION, and LIBERTY HEALTHCARE OF CALIFORNIA,
8 INC. (hereinafter “Defendants”). The Court, having carefully considered the briefs, argument of
9 counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS
10 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
13 Action Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct
14 copy of which is attached to the Declaration of Jean-Claude Lapuyade, Esq. as Exhibit “1”. This is
15 based on the Court’s determination that the Settlement Agreement is within the range of possible final
16 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
17 California Rules of Court, rule 3.769.

18 2. This Order incorporates by reference the definitions in the Agreement, and all terms
19 defined therein shall have the same meaning in this Order as set forth in the Agreement.

20 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
21 Defendants shall pay is Two Million Dollars and Zero Cents (\$2,000,000.00). It appears to the Court
22 on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
23 Class Members when balanced against the probable outcome of further litigation relating to
24 certification, liability, and damages issues. It further appears that investigation and research have been
25 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
26 further appears to the Court that settlement at this time will avoid substantial additional costs by all
27 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
28 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and

1 non-collusive arms-length negotiations.

2 4. The Court preliminarily finds that the Settlement appears to be within the range of
3 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
4 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
5 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
6 reasonable when balanced against the probable outcome of further litigation relating to certification,
7 liability, and damages issues.

8 5. Plaintiff seeks a Class Counsel Award in the amount of Seven Hundred Thirty Thousand
9 Dollars and Zero Cents (\$730,000.00) comprised of up-to 35% of the Gross Settlement Amount for
10 attorneys' fees, currently estimated at Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00),
11 and award of attorneys' expenses not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00),
12 and proposed Service Award to the Class Representative, Natali Amaya, in an amount not to exceed
13 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). While these awards appear to be
14 within the range of reasonableness, the Court will not approve the Class Counsel Award or Service
15 Award until the Final Approval Hearing.

16 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
17 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
18 proceeding should this Settlement not become final. For settlement purposes only, the Court
19 conditionally certifies the following Class:

20 "All current and former hourly-paid or nonexempt employees who worked
21 for any of the Defendants in California at any time during the period
22 beginning April 21, 2018 through August 15, 2024 or, if applicable, the
23 Alternative End Date."

24 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
25 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
26 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
27 common questions of law and fact predominate, and there is a well-defined community of interest
28 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the

1 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
2 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
3 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
4 to act as counsel for the Class Representative in her individual capacity and as the representative of the
5 Class Members.

6 8. The Court provisionally appoints Plaintiff Natali Amaya as the representative of the
7 Class.

8 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
9 APC, Shani O. Zakay, Esq. of the Zakay Law Group, APLC, and Edwin Aiwazian, Esq. of Lawyers
10 *for Justice*, P.C. as Class Counsel for the Class Members.

11 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
12 Class and Representative Action Settlement and Final Hearing Date (“Class Notice”) attached to the
13 Agreement as Exhibit “A”. The Court finds that the Class Notice appears to fully and accurately inform
14 the Class Members and Aggrieved Employees of all material elements of the proposed Settlement,
15 including right of any Class Member to be excluded from the Class by submitting a written request for
16 exclusion, and of each Class Member’s right and opportunity to object to the Settlement. The Court
17 further finds that the distribution of the notices substantially in the manner and form set forth in the
18 Agreement and this Order meets the requirements of due process, is the most reasonable notice under
19 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
20 Court orders the mailing of the notices by first class mail, pursuant to the terms set forth in the
21 Agreement.

22 11. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator. Within
23 twenty-one (21) calendar days of this order, Defendants shall provide, to the Settlement Administrator
24 the Class Data, including information regarding Class Members that Defendants will in good faith
25 compile from their records, including each Class Member’s full name; last known address; Social
26 Security Number; and dates worked for Defendants in California during the Class Period as an hourly-
27 paid or non-exempt employee. Within twenty-one (21) calendar days after it’s receipt of the Class Data,
28 the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular

1 First-Class U.S. Mail.

2 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
3 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
4 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
5 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
6 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
7 date the Class Notice is mailed to the Class Members. Any such person who chooses to opt out of and
8 be excluded from the Settlement will not be entitled to an Individual Settlement Payment under the
9 Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment
10 thereon. Class Members who have not requested exclusion shall be bound by all determinations of the
11 Court, the Agreement and Judgment. A request for exclusion may only opt out that particular
12 individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not
13 permitted and will be deemed invalid.

14 13. Any Class Member who has not opted out may appear at the final approval hearing and
15 may object or express the Class Member's views regarding the Settlement and may present evidence
16 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
17 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
18 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
19 Settlement Administrator.

20 14. A final approval hearing shall be held before this Court on _____ at _____
21 a.m./p.m. in Department C-65 of the San Diego County Superior Court to determine all necessary
22 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
23 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
24 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
25 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
26 reasonable to the Class; and to finally approve the Class Counsel Award, Service Award, and the
27 Settlement Administration Costs. All papers in support of the motion for final approval and the motion
28 for the Class Counsel Award and Service Award shall be filed with the Court and served on all counsel

1 no later than sixteen (16) court days before the hearing.

2 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
3 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
4 evidence of, or used against Defendants as, an admission or indication in any way, including with
5 respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to
6 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
7 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
8 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
9 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants,
10 including, but not limited to, evidence of a presumption, concession, indication or admission by
11 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

12 16. In the event the Settlement does not become effective in accordance with the terms of the
13 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
14 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
15 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
16 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
17 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
18 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

19 17. Pending final determination of whether the Settlement should be approved, Class
20 Representatives and all Class Members are barred and enjoined from filing, commencing, prosecuting,
21 intervening in, instigating or in any way participating in the commencement or prosecution of any
22 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
23 any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a
24 timely request for exclusion pursuant to the Agreement.

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18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated:

JUDGE OF THE SUPERIOR COURT