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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)*

Action Filed: April 21, 2022

**[PROPOSED] JUDGMENT**

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. The parties having settled this  
5 action and the Court having entered an Order Granting Motion for Final Approval of Class Action  
6 and PAGA Settlement and good cause appearing therefore:

7 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.  
9 The Class is defined as "all current and former hourly-paid or nonexempt employees who worked  
10 for any of the Defendants in California at any time during the Class Period." The Class Period means  
11 the period beginning April 21, 2018 through August 15, 2024.

12 2. All persons who meet the foregoing definition are members of the Settlement Class,  
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There  
14 were zero (0) requests for exclusion.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval  
16 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the  
17 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and  
18 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval  
19 of Class Action and PAGA Settlement and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the  
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to  
22 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement  
23 benefits.

24 5. As of the date the Defendants fund the Gross Settlement Amount, each Class  
25 Member who has not validly opted out has released the "Released Class Claims" against the  
26 Defendants as set forth in the Agreement.

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:  
28 The Released Class Claims are defined as all claims and/or causes of action arising under state,

1 federal or local law, whether statutory, common law or administrative, arising out of the claims  
2 expressly pleaded in the FAC filed in the consolidated cases of Amaya v. Liberty Residential  
3 Services, et al., San Diego County Superior Court Case Nos. 30-2022-00014913-CU-OE-CTL &  
4 37-2022-00018859-CU-OE-CTL, and all other claims, such as those under California Labor Code,  
5 Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on  
6 the facts pleaded in the and Amended PAGA Notice for: the failure to pay wages including  
7 minimum wage and overtime compensation, the failure to provide meal periods and pay meal period  
8 premium pay, the failure to provide rest periods and pay rest period premium pay, the failure to  
9 timely pay all wages owed at the time employment ended and to pay waiting time penalties, the  
10 failure to timely pay all wages owed during employment, the failure to provide accurate itemized  
11 wage statements, the failure to maintain accurate and complete payroll records, the failure to  
12 reimburse all necessary business expenses, engaging in unfair business practices in violation of  
13 California's unfair competition law under Business and Professions Code Sec. 17200.

14 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiff, the  
15 Labor and Workforce Development Agency ("LWDA"), and the State of California, have released  
16 the Defendants from the "Released PAGA Claims" for the "PAGA Period" as set forth in the  
17 Agreement.

18 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:  
19 The Aggrieved Employees are defined as 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 PAGA Period.  
21 The PAGA Period means the period beginning March 11, 2021 through August 15, 2024. The  
22 Released PAGA Claims are defined as all claims for civil penalties under the Labor Code Private  
23 Attorneys Gener Act ("PAGA") based on the failure to pay wages including minimum wage and  
24 overtime compensation, the failure to provide meal periods and pay meal period premium pay, the  
25 failure to provide rest periods and pay rest period premium pay, the failure to timely pay all wages  
26 owed at the time employment ended and to pay waiting time penalties, the failure to timely pay all  
27 wages owed during employment, the failure to provide accurate itemized wage statements, the  
28 failure to maintain accurate and complete payroll records, the failure to reimburse all necessary

1 business expenses, engaging in unfair business practices in violation of California's unfair  
2 competition law under Business and Professions Code Sec. 17200, and pursuant all claims asserted  
3 in the PAGA Notice (sent by Plaintiff on March 11, 2022) and Amended PAGA Notice (sent by  
4 Plaintiff on October 3, 2024) that occurred during the PAGA Period

5         9.       This Court hereby grants final approval and awards the following: (i) Seven Hundred  
6 Twenty-Nine Thousand Three Hundred Thirty Eight Dollars and Thirty-Six Cents (\$729,338.36) to  
7 Class Counsel comprised of attorneys' fees in the amount of 35% of the Gross Settlement Amount,  
8 or Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) and attorneys' expenses in the  
9 amount of Twenty-Nine Thousand Three Hundred Thirty-Eight Dollars and Thirty-Six Cents  
10 (\$29,338.36); (ii) the Service Award to Class Representative Natali Amaya in the amount of Seven  
11 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); (iii) Settlement Administration Costs  
12 of Nine Thousand Nine Hundred Forty Dollars and Zero Cents (\$9,940.00) to Apex Class Action,  
13 LLC ("Settlement Administration Costs"); and (iv) One Hundred Fifty Thousand Dollars and Zero  
14 Cents (\$150,000.00) (75% of the PAGA Payment) to the Labor and Workforce Development  
15 Agency and Fifty Thousand Dollars and Zero Cents (\$50,000.00) (25% of the PAGA Payment)  
16 allocated to the Aggrieved Employees.

17         10.       Plaintiff shall give notice of this Judgment to the Labor and Workforce Development  
18 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code  
19 section 2699(s)(3).

20                 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**  
21 **ORDERED.**

22  
23 DATED: \_\_\_\_\_  
24  
25

26 \_\_\_\_\_  
27 Hon. Mark T. Cumba  
28 Judge, Superior Court for the State of California,  
County of San Diego