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FILED
Clerk of the Superior Court
SEP 18 2026
By: M. Acosta, Deputy

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: July 24, 2026
Time: 8:30 a.m.

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

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

I.

FINDINGS

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

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

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

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

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.

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

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

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

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

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

Class Counsel Award

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

11. An award to Class Counsel of Five Hundred Twenty-Nine Thousand Three Hundred Thirty Eight Dollars and Thirty-Six Cents ($529,338.36) comprised of attorneys' fees in the amount of Five Hundred Thousand Dollars and Zero Cents ($500,000.00) and reimbursement of actually incurred attorneys' expenses in the amount of Twenty-Nine Thousand Three Hundred Thirty-Eight Dollars and Thirty-Six Cents ($29,338.36) is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class

Counsel. The requested attorneys' fees award represents 25% of the common fund, which is reasonable for fee awards in common fund cases and is supported by Class Counsel's lodestar.

Service Award

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

Settlement Administration Costs

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

II.

ORDERS

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

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

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

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

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

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

6. Class Counsel are awarded Five Hundred Twenty-Nine Thousand Three Hundred Thirty Eight Dollars and Thirty-Six Cents ($529,338.36) comprised of attorneys' fees in the amount of 25% of the Gross Settlement Amount, or Five Hundred Thousand Dollars and Zero Cents ($500,000.00) and attorneys' expenses in the amount of Twenty-Nine Thousand Three Hundred Thirty-Eight Dollars and Thirty-Six Cents ($29,338.36). Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

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

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

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

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

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

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

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

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

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

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

16. The Court sets a compliance hearing for March 19, 2027 at 8:30 a.m. Plaintiff is to file a declaration from the administrator on or before March 10, 2027.

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

IT IS SO ORDERED.

DATED: September 18, 2026

Hon. Mark T. Cumba
Judge, Superior Court for the State of California,
County of San Diego