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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

THALIA MARAVILLA, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

LCS COMMUNITY EMPLOYMENT
LLC, an Iowa limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: SCV-270452

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AND JUDGMENT**

Date: March 12, 2025

Time: 3:00 p.m.

Dept.: 17

Complaint Filed: March 23, 2022

Trial Date: None

1 This matter for an order granting final approval of the settlement set forth in the Joint
2 Stipulation of Class and Representative Action Settlement (“Agreement” or “Settlement
3 Agreement”), and due and adequate notice having been given to the Class Members as required in
4 the Preliminary Approval Order, and the Court having considered all papers filed and proceedings
5 had herein and otherwise being fully informed of the premises and good cause appearing therefor, it
6 is ORDERED, ADJUDGED AND DECREED THAT:

7 1. Plaintiff Thalia Maravilla’s (“Plaintiff”) Motion for Final Approval of Class and
8 Representative Action Settlement is hereby granted. All terms used herein shall have the same
9 meaning as defined in the Settlement Agreement.

10 2. This Court has jurisdiction over the subject matter of this litigation and over all
11 parties to this litigation, including Plaintiff Defendant LCS Community Employment LLC
12 (“Defendant”) (Plaintiff and Defendant shall be collectively referred to as the “Parties”), all
13 Settlement Class Members and PAGA Employees.

14 3. Distribution of the Notice directed to the Class Members as set forth in the
15 Settlement Agreement and the other matters set forth therein has been completed in conformity with
16 the Preliminary Approval Order, including individual notice to all Class Members who could be
17 identified through reasonable effort, and was the best notice practicable under the circumstances.
18 This Notice provided due and adequate notice of the proceedings and of the matters set forth
19 therein, including the proposed settlement set forth in the Settlement Agreement, to all persons
20 entitled to such Notice, and the Notice fully satisfied the requirements of due process. No Class
21 Members objected to the Settlement Agreement or submitted a valid request for exclusion.

22 4. This Court hereby approves the settlement set forth in the Settlement Agreement and
23 finds that the Settlement is in all respects fair, adequate and reasonable, and directs the Parties to
24 effectuate the Settlement according to its terms. The Court finds that the Settlement has been
25 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
26 further finds that the Parties have conducted extensive and costly investigation and research and
27 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
28 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay

1 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
2 the monetary recovery that is being granted as part of the settlement and recognizes the significant
3 value to the Settlement Class and to the PAGA Employees of that monetary recovery. The Court
4 finds that the Class is properly certified as a class for settlement purposes only.

5 7. For purposes of this Judgment, the term “Class” means (i) all current and former
6 non-exempt employees of Defendant who worked at least one Shift at the Arbol Residences in
7 Santa Rosa, California, at any time from March 2, 2020 through April 16, 2023 (“Arbol Sub-
8 Class”); (ii) all current and former non-exempt employees of Defendant who worked at least one
9 Shift at the Forum in Cupertino, California, at any time from March 5, 2020 through March 3, 2023
10 (“Forum Sub-Class”); and (iii) all current and former non-exempt employees of Defendant who
11 worked at least one Shift at the Moldaw Residences in Palo Alto, California, at any time from
12 October 1, 2021 through January 4, 2023 (“Moldaw Sub-Class”). The term “Settlement Class
13 Member” means a Class Member who has not timely and validly requested exclusion from the
14 Settlement. As there are no Class Members who have requested exclusion, all Class Members are
15 deemed to be a Settlement Class Member.

16 5. The term “PAGA Employees” (i) all current and former non-exempt employees of
17 Defendant who worked at least one Shift at the Arbol Residences in Santa Rosa, California, at any
18 time from March 4, 2021 through April 16, 2023 (“Arbol Aggrieved Employees”); (ii) all current
19 and former non-exempt employees of Defendant who worked at least one Shift at the Forum in
20 Cupertino, California, at any time from March 4, 2021 through March 3, 2023 (“Forum Aggrieved
21 Employees”); and (iii) all current and former non-exempt employees of Defendant who worked at
22 least one Shift at the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021
23 through January 4, 2023 (“Moldaw Aggrieved Employees”).

24 8. Upon the payment of the Gross Settlement Amount, Plaintiff and all Settlement
25 Class Members, on behalf of themselves, their heirs, executors, administrators, attorneys, agents
26 and assigns, shall enter the following release of claims:

- 1 a. *Arbol Sub-Class Members* shall waive, fully release and forever discharge
2 the Released Parties from any and all Released Class Claims that arose at any
3 time from March 2, 2020 through April 16, 2023.
- 4 b. *Forum Sub-Class Members* shall waive, fully release and forever discharge
5 the Released Parties from any and all Released Class Claims that arose at any
6 time from March 5, 2020 through March 3, 2023.
- 7 c. *Moldaw Sub-Class Members* shall waive, fully release and forever discharge
8 the Released Parties from any and all Released Class Claims that arose at any
9 time from October 1, 2021 through January 4, 2023

10 The term “Released Class Claims” means any and all claims, rights, demands, liabilities, and causes
11 of action of any kind arising from the allegation pleaded in the First Amended Complaint, including
12 but not limited to, for violation of California Labor Code sections 201, 202, 203, 204, 226, 226.2,
13 510, 558, 1194, 1197 and 1197.

14 9. Upon the payment of the Gross Settlement Amount, Plaintiff and all PAGA
15 Employees, on behalf of themselves, their heirs, executors, administrators, attorneys, agents and
16 assigns, shall enter the following release of claims:

- 17 a. *Arbol Aggrieved Employees* shall waive, fully release and forever discharge
18 the Released Parties from any and all Released PAGA Claims that arose at
19 any time from March 4, 2021 through April 16, 2023.
- 20 b. *Forum Aggrieved Employees* shall waive, fully release and forever discharge
21 the Released Parties from any and all Released PAGA Claims that arose at
22 any time from March 4, 2021 through March 3, 2023.
- 23 c. *Moldaw Aggrieved Employees* shall waive, fully release and forever
24 discharge the Released Parties from any and all Released PAGA Claims that
25 arose at any time from October 1, 2021 through January 4, 2023.

26 The term “Released PAGA Claims” means all claims for all civil PAGA penalties predicated on
27 Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1, including
28 but not limited to costs and attorneys’ fees related thereto, that were alleged or which could have

1 been alleged based on the facts and allegations made in the PAGA Notice and operative First
2 Amended Complaint.

3 10. Within thirty (30) days of the Effective Date, Defendant shall deposit the Gross
4 Settlement Amount Nine Hundred Four Thousand Three Hundred Four Dollars (\$904,304.00) with
5 the Settlement Administrator, pursuant to the terms of the Settlement Agreement. From the Gross
6 Settlement Amount, the Court hereby awards the following:

- 7 a. Class Counsel Award in the amount of Three Hundred One Thousand Four
8 Hundred Thirty-Four Dollars and Sixty-Six Cents (\$301,434.66) and
9 reimbursement of costs in the amount of Twelve Thousand Nine Hundred
10 Sixty-Eight Dollars and Seventy-Four Cents (\$12,968.74). Except as
11 otherwise provided in the Settlement Agreement, the Parties are to bear their
12 own costs and attorneys' fees.
- 13 b. Enhancement Payment in the amount of Ten Thousand Dollars (\$10,000.00)
14 to the Class Representative.
- 15 c. Payment to the LWDA in the amount of Thirty-Seven Thousand Five
16 Hundred Dollars (\$37,500.00) and payment to PAGA Employees in the
17 amount of Twelve Thousand Five Hundred Dollars (\$12,500.00).
- 18 d. Payment of the Settlement Administration Costs in the amount of Eleven
19 Thousand Five Hundred Dollars (\$11,500.00) to CPT Group.

20 The Court finds that these amounts are fair and reasonable. The Settlement Administrator is
21 directed to make such payments in accordance with the terms of the Settlement Agreement.

22 11. The Court approves the amounts of the Individual Class Payments and Individual
23 PAGA Penalty Payments, which shall be distributed by the Settlement Administrator pursuant to
24 the terms of the Settlement Agreement. Any checks issued by the Settlement Administrator will be
25 negotiable for one hundred and eighty (180) calendar days after the postmarked date of their initial
26 mailing. All uncashed or undeliverable settlement checks will expire after one hundred and eighty
27 (180) calendar days. Those funds represented by settlement checks returned as undeliverable and
28

1 those settlement checks remaining un-cashed for more than one hundred and eighty (180) calendar
2 days after issuance will be transmitted to the following *cy pres* recipient: Legal Aid at Work.

3 12. Judgment in this matter is entered in accordance with the terms of the Settlement
4 Agreement, the Court's Preliminary Approval Order, and this Final Approval Order against
5 Defendant in favor of Plaintiff, the Settlement Class Members and PAGA Employees. This
6 document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). This
7 Judgment is intended to be a final disposition of the above-captioned action in its entirety.

8 13. Without affecting the finality of this Final Judgment in any way, this Court hereby
9 retains continuing jurisdiction with respect to all matters related to the interpretation,
10 implementation, and enforcement of the Settlement Agreement and all orders and judgments
11 entered in connection therewith, as well as and any and all claims, asserted in, arising out of, or
12 related to the subject matter of the Action, including but not limited to all matters related to the
13 Settlement and the determination of all controversies relating thereto.

14 14. A compliance hearing is set to be held on _____, 2025, at ____ a.m. in
15 Department 17 of the Sonoma County Superior Court in order to determine the number and amount
16 of any uncashed checks that have been distributed to the *cy pres* recipient.

17 IT IS SO ORDERED.

18
19 DATED: _____

HON. BRADFORD DEMEO
SUPERIOR COURT OF CALIFORNIA