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[ADDITIONAL COUNSEL LISTED AFTER CAPTION]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JULIA GARCIA, JUAN MANUEL
CONTRERAS, individually and on behalf
of other persons similarly situated and
similarly aggrieved employees,

Plaintiffs,

v.

NEW VISTA NURSING OPERATOR,
LLC, an active California Limited
Liability Company; and DOES 1 through
10,

Defendants.

Case No.: 22STCV08228

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Kenneth R. Freeman
in Dept. SS-14]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVES' ENHANCEMENT
AWARDS, CLASS COUNSEL
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT**

[FILED CONCURRENTLY WITH NOTICE
OF MOTION AND MOTION;
DECLARATION OF HAIK HACOPIAN;
DECLARATION OF ZORIK
MOORADIAN; DECLARATION OF
SHOHAM J. SOLOUKI; DECLARATION
OF LLUVIA ISLAS; DECLARATION OF
JULIA GARCIA; DECLARATION OF
JUAN MANUEL CONTRERAS]

Date: December 17, 2024

Time: 10:00 a.m.

Dept.: SS-14

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8 Attorneys for: Plaintiff JUAN MANUEL CONTRERAS, individually and on behalf
9 of other persons similarly situated and similarly aggrieved employees
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1 On December 17, 2024, the Court considered the motion of Plaintiff Julia Garcia and
2 Plaintiff Juan Manuel Contreras ("Plaintiffs") for Final Approval of Class Action Settlement
3 and Payment of: (1) Class Representatives' Enhancement Awards, (2) Class Counsel
4 Attorneys' Fees and Costs, (3) Settlement Administration Costs, and (4) LWDA Payment.
5 Having considered the Motion, and all legal authorities and documents concurrently and
6 previously submitted in support thereof, including the Class Action and PAGA Settlement
7 Agreement ("Settlement Agreement" or "S.A"), and good cause appearing, IT IS HEREBY
8 ORDERED and ADJUDGED that the motion is GRANTED, subject to the following
9 findings and orders:

10
11 1. This Court has jurisdiction over the subject matter of this litigation and over
12 the Parties to this litigation, including the Settlement Class;

13 2. Final approval shall be with respect to the Settlement Class defined as:
14 All current and former non-exempt, hourly paid employees who worked for Defendant New
15 Vista Nursing Operator, LLC in California at any time during the period from March 7, 2018
16 to June 11, 2023 ("Class Period");

17 3. The distribution of the Class Notice ("Notice Documents") to the Settlement
18 Class as set forth in the Settlement Agreement has been completed in conformity with
19 preliminary approval granted on August 8, 2024. The Notice Documents provided adequate
20 notice of the proceedings and about the case, including the proposed settlement terms and
21 the Release by Settlement Class as set forth in the Settlement Agreement. The Notice
22 Documents fully satisfied due process requirements. The Notice Documents were sent via
23 U.S. Mail to all persons entitled to such notice and every Settlement Class Member who
24 could be identified through reasonable effort. As executed, the Notice Documents
25 constituted the best notice practicable under the circumstances;

26 4. No Settlement Class Member has requested to be excluded from the
Settlement;

1 5. The Court hereby approves the terms set forth in the Settlement Agreement
2 and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable
3 and directs the Parties to effectuate the Settlement Agreement according to its terms. The
4 Court finds that the Settlement Agreement has been reached as a result of informed and non-
5 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
6 extensive investigation and research, and their attorneys were able to reasonably evaluate
7 their respective positions. The Court also finds that settlement now will avoid additional and
8 potentially substantial litigation costs, as well as delay and risks if the Parties were to
9 continue to litigate the case. The Court has reviewed the monetary recovery being provided
10 as part of the settlement and recognizes the significant value accorded to the Settlement
Class;

11 6. The class release, as set forth in the Settlement Agreement and Notice
12 Documents, is as follows:

13 Effective on the date when Defendant fully funds the entire Gross Settlement
14 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
15 Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against
16 all Released Parties.

17 Release by Participating Class Members: All Participating Class Members, on behalf
18 of themselves and their respective former and present representatives, agents, attorneys,
19 heirs, administrators, successors, and assigns, release Released Parties from any and all
20 claims that were or could have been alleged based on the facts set forth in the operative
21 complaint in the Action that arose during the Class Period including without limitation with
22 respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to
23 pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-
24 compliant meal periods; (d) failure to authorize and permit rest periods, or provide premium
25 pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements
26 and maintain payroll records; (f) failure to timely pay all wages due upon separation of
employment; (g) failure to timely pay all wages due during employment; (h) failure to

1 reimburse for necessary business expenses; (i) all claims under California Business &
2 Professions Code § 17200 for unfair business practices that could have been premised on
3 the facts, claims, causes of action or legal theories described above; (j) violation of or claims
4 under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210,
5 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; and (j) violation
6 of the California Industrial Wage Orders that could have been premised on the facts, claims,
7 causes of action or legal theories described above, as well as any potential penalties, interest
8 or attorneys' fees associated with all of such causes of action under California law.
9 ("Released Class Claims"). Except for Plaintiffs' Release by Plaintiffs and as set forth in
10 Section 5.3 of this Agreement, Participating Class Members do not release any other claims,
11 including claims for vested benefits, wrongful termination, violation of the Fair
12 Employment and Housing Act, unemployment insurance, disability, social security,
workers' compensation, or claims based on facts occurring outside the Class Period.

13 Release by Non-Participating Class Members Who Are Aggrieved Employees: All
14 Aggrieved Employees, regardless of whether they are Participating Class Members or Non-
15 Participating Class Members, on behalf of themselves and their respective former and present
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
17 Released Parties from all claims, demands, rights, liabilities and causes of action under the
18 California Labor Code Private Attorneys General Act that were alleged, or reasonably could have
19 been alleged, based on the claims asserted in the operative complaint in the Action, the PAGA
20 Notice (and any amendments or supplements thereto) and ascertained in the course of the Action,
21 arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing
22 release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and
23 shall entitle Defendant bar by res judicata any claim under the PAGA brought by any person,
24 including the Aggrieved Employees, on behalf of the State of California, as to any claims
25 predicated on the Released PAGA Claims.
26

1 “Released Parties” means: Defendant, and each of its former and present directors,
2 officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys,
3 insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

4 7. Defendant shall pay the Settlement Class pursuant to the procedure described
5 in the Settlement Agreement and the Notice Documents;

6 8. The Court hereby confirms the appointment of Plaintiff Julia Garcia and
7 Plaintiff Juan Manuel Contreras as Class Representatives for settlement purposes and
8 awards a \$10,000 payment to each Plaintiff for their services to the Settlement Class. The
9 Court finds that these amounts are fair and reasonable in light of Plaintiffs’ contributions to
10 this litigation and the risks they undertook in being the named plaintiffs. The enhancement
11 awards awarded under this paragraph shall be paid in accordance with the terms of the
12 Settlement Agreement;

13 9. The Court hereby confirms the appointment of Zorik Mooradian and Haik
14 Hacopian of the Mooradian Law, APC and Shoham J. Solouki of Solouki & Savoy, LLP as
15 Class Counsel;

16 10. The Court hereby awards attorneys’ fees in the amount of \$175,000 and finds
17 that the attorneys’ fees requested are reasonable in light of the relevant factors under
18 California law. The attorneys’ fees awarded under this paragraph shall be paid in accordance
19 with the terms of the Settlement Agreement;

20 11. The Court also awards costs in the amount of \$15,911.11 and finds that the
21 costs requested are reasonable in light of the relevant factors under California law. The costs
22 awarded under this paragraph shall be paid in accordance with the terms of the Settlement
23 Agreement;

24 12. The Court approves the payment of \$8,300 to Phoenix Settlement
25 Administrators for the fees and costs of administering the settlement. The payment
26 authorized by this paragraph shall be made in accordance with the terms of the Settlement
Agreement;

1 13. The Court approves a \$20,000 allocation for release of the PAGA claims.
2 From this allocation, the Court approves the payment of \$15,000 (75%) to the California
3 Labor and Workforce Development Agency (“LWDA”) and \$5,000 (25%) to Aggrieved
4 Employees i.e. “all current and former non-exempt, hourly paid employees who worked for
5 Defendant New Vista Nursing Operator, LLC in California at any time during the period
6 from May 5, 2021 to June 11, 2023 ("PAGA Period"). The payments authorized by this
7 paragraph shall be made in accordance with the terms of the Settlement Agreement;

8 14. The Gross Settlement Amount of the Settlement is \$500,000.00 (plus
9 Defendant’s employer share of taxes), from which the above noted awards shall be deducted
10 as follows: \$20,000 for service awards to both Plaintiffs (\$10,000 each), \$175,000 for
11 attorneys’ fees, \$15,911.11 in litigation costs, \$8,300 in administration costs, and a \$20,000
12 allocation for release of PAGA claims. The remaining amount of \$260,788.89 (which
13 excludes the employer share of taxes), or Net Settlement Amount, shall be paid to the 456
14 Participating Settlement Class Members in accordance with the terms of the Settlement
15 Agreement;

16 15. The Court shall have and retain continuing jurisdiction over this action and
17 the Parties and the Settlement Class, including after the entry of this Order, to the fullest
18 extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement
19 Agreement and this Order and Judgment;

20 16. A Non-Appearence Review Hearing re Final Distribution is scheduled for
21 _____ at _____ and a distribution report is to be filed not later than
22 five (5) court days in advance; and

23 17. Plaintiff shall provide notice of this Order and Judgment to the LWDA as
24 required under PAGA.

25 Dated:_____

By:_____

Honorable Kenneth R. Freeman
Judge of the Superior Court