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DELILAH RIVAS and the Proposed Class

FILED
Superior Court of California
County of Los Angeles
05/29/2025

David W. Stoyke, Executive Officer / Clerk of Court
By: A. Lim Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DELILAH RIVAS, an individual on
behalf of herself and all other similarly
situated,

Plaintiff,

v.

ARCHDIOCESE OF LOS ANGELES
FUNERAL AND MORTUARY
SERVICES CORPORATION, a
corporation; and DOES 1 through 10,

Defendant

CASE NO. 22STCV38599

Assigned to the Hon. Elihu M. Berle
Dept. 6 – Spring Street Courthouse

**REVISED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION & PAGA
SETTLEMENT**

**REVISED ~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION &
PAGA SETTLEMENT**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on May 22, 2025 at 11:00 a.m., the Motion for Final Approval of Class Action and PAGA Settlement filed by Delilah Rivas (“Plaintiff”), on behalf of herself and a Settlement Class, and not opposed by Defendant Archdiocese of Los Angeles Funeral and Mortuary Services Corporation (“Defendant”), came on for hearing in 6 of the Los Angeles Superior Court, located at 312 N. Spring St., Los Angeles, CA 90012

The Amended Settlement Agreement (the “Settlement” or “Settlement Agreement”) was attached as Exhibit 5 to the Supplemental Declaration of George S. Azadian In Support of Motion for Preliminary Approval of Class Action Settlement filed on August 20, 2024 and was also attached as Exhibit 1 to the Declaration of George Azadian in Support of Motion for Final Approval of Class Action Settlement.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff’s Motion for Final Approval of Class Action Settlement, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing, IT IS HEREBY ORDERED that Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement is GRANTED based on the conditions below.

The Court hereby orders, adjudges, and decrees as follows:

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Settlement Agreement (“Agreement” or “Settlement Agreement”), and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. The Court recognizes that the parties stipulate and agree to certification of a class for settlement purposes only. For settlement purposes only, the Court conditionally certifies the following settlement class (the “Class Members” or “Settlement Class”): “all

1 current and former non-exempt employees who were employed by Defendant in
2 California during the Class Period.” The “Class Period” means the period from
3 December 12, 2018 to August 14, 2024.

4 3. The Class also includes “Aggrieved Employee,” which is defined as all
5 persons employed by Defendant in California and classified as non-exempt who worked
6 for Defendant during the PAGA Period. The “PAGA Period” means the period from
7 December 12, 2021 to August 14, 2024.

8 4. For purposes of settlement only, the Court finds that: (a) the members of
9 the Settlement Class are ascertainable and so numerous that joinder of all members is
10 impracticable; (b) there are questions of law or fact common to the Settlement Class, and
11 there is a well-defined community of interest among members of the Settlement Class
12 with respect to the subject matter of the litigation; (c) the claims of the Class
13 Representative are typical of the claims of the Settlement Class members; (d) the Class
14 Representative has fairly and adequately protected the interests of the Settlement Class
15 members; (e) a class action is superior to other available methods for an efficient
16 adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel
17 for the Class Representative and the Settlement Class.

18 5. The deadline to request exclusion from or to submit written objections to
19 the Settlement was November 22, 2024. No objections or requests for exclusions to the
20 Settlement were received.

21 6. The Court-approved Notice to Class Members (the “Class Notice”), was
22 attached to the Supplemental Declaration of George S. Azadian in Support of Plaintiff’s
23 Motion for Preliminary Approval of Class and PAGA Action Settlement, filed on August
24 20, 2024. The Class Notice provided to the Class pursuant to the plan for distribution
25 described under the Settlement Agreement, conformed with the requirements of
26 California Rules of Court 3.766 and 3.769, and constituted the best notice practicable
27 under the circumstances, by providing individual and adequate notice of the proceedings
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1 and of the matters set forth therein to Class Members. The Class Notice fully satisfied
2 the requirements of due process and provided the Class Members with adequate
3 instructions and a variety of means to obtain additional information.

4 7. A full opportunity has been afforded to Class Members to participate in the
5 Final Approval Hearing, and all Class Members and other persons wishing to be heard
6 have been heard and/or had an opportunity to be heard. Class Members have had a full
7 and fair opportunity to exclude themselves from the Settlement or object to the
8 Settlement. Accordingly, the Court determines that all Class Members who did not
9 request exclusion from the Settlement (“Participating Class Members”) are bound by this
10 Final Order.

11 8. Effective on the date when Defendant fully funds the entire Gross
12 Settlement Amount and funds all employer payroll taxes owed, Plaintiff, Class Members,
13 and Class Counsel will release claims against Defendant and each of its former and
14 present directors, officers, shareholders, owners, attorneys, insurers, predecessors,
15 successors, and assigns (the “Released Parties) as follows:

- 16 a. Plaintiff’s Release. Plaintiff and her respective former and present spouses,
17 representatives, agents, attorneys, heirs, administrators, successors and assigns
18 generally release and discharge Released Parties from any and all claims,
19 transactions or occurrences that occurred up to the Effective Date (“Plaintiff’s
20 Release”). Plaintiff’s Release does not extend to any claims or actions to enforce
21 this Agreement, or to any claims for vested benefits, unemployment benefits,
22 disability benefits, social security benefits, or workers’ compensation benefits that
23 arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law
24 different from, or in addition to, the facts or law that Plaintiff now knows or
25 believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and
26 remain effective in all respects, notwithstanding such different or additional facts
27 or Plaintiff’s discovery of them.
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- 1 b. Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of
2 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
3 rights, and benefits, if any, of section 1542 of the Civil Code, which reads:" A
4 general release does not extend to claims that the creditor or releasing party does
5 not know or suspect to exist in his or her favor at the time of executing the release,
6 and that if known by him or her would have materially affected his or her
7 settlement with the debtor or Released Party."
- 8 c. Release by Participating Class Members Who Are Not Aggrieved Employees: All
9 Participating Class Members, on behalf of themselves and their respective former
10 and present representatives, agents, attorneys, heirs, administrators, successors and
11 assigns, release Released Parties from all claims that were alleged, or reasonably
12 could have been alleged, based on the Class Period facts stated in the Operative
13 Complaint, including, but not limited to, and all claims involving any alleged: (1)
14 failure to pay all wages; (2) failure to pay overtime wages; (3) failure to provide
15 compliant meal periods; (4) failure to provide compliant rest periods; (5) failure to
16 reimburse business expenses; (6) failure to provide compliant wage statements; (7)
17 failure to pay all wages owed upon termination or resignation of employment; (8)
18 failure to pay vacation/PTO wages; and (9) violations of Business and Professions
19 Code § 17200. Except as set forth in Section 5.3 of this Agreement, Participating
20 Class Members do not release any other claims, including claims for vested
21 benefits, wrongful termination, violation of the Fair Employment and Housing
22 Act, unemployment insurance, disability, social security, workers' compensation
23 or claims based on facts occurring outside the Class Period.
- 24 d. Release by Non-Participating Class Members Who Are Aggrieved Employees: All
25 Non-Participating Class Members who are Aggrieved Employees are deemed to
26 release, on behalf of themselves and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors and assigns, the
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Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period (December 12, 2021 to August 14, 2024) facts stated in the Operative Complaint and the PAGA Notice, including: (1) underpayment of minimum wages and hourly wages in violation of California Labor Code §§ 204, 1194, 1194.2, 1197, IWC Wage Order, California Minimum Wage Order; (2) underpayment of overtime wages in violation of California Labor Code §§ 510, 1194, and IWC Wage Order; (3) failure to provide compliant meal periods in violation of California Labor Code §§ 226.7 and 512 and IWC Wage Order; (4) failure to provide compliant rest periods in violation of California Labor Code §§ 226.7 and 512 and IWC Wage Order; (5) failure to reimburse business expenses in violation of California Labor Code 2802 and IWC Wage Order; (6) non-compliant wage statements in violation of California Labor Code § 226(a); (7) failure to pay all wages upon resignation or termination in violation of California Labor Code §§ 201-203; (8) violations of Labor Code § 227.3 for failure to pay vacation/PTO wages; (9) failure to keep payroll records showing total hours worked and wages paid in violation of California Labor Code §§ 1174-1174.5 and IWC Wage Order; and (10) violations of Labor Code 2698 et seq. (“PAGA”) predicated on the foregoing violations.

9. The Court finds that the Gross Settlement Amount (“GSA”), the Net Settlement Amount, and the methodology used to calculate Settlement Class Payments and PAGA Settlement Payments to Class Members and Aggrieved Employees, respectively, are fair and reasonable.

10. The Court thus authorizes the Settlement Administrator to pay settlement allocations in accordance with the terms of the Settlement. The Settlement provides for a non-reversionary payment of \$956,643.04 and Defendant will be separately responsible for any employer payroll taxes.

1 11. Approximately \$593,425.81 will be available for disbursement to all
2 Participating Settlement Class Members (the Settlement's "Net Settlement Amount").
3 The Net Settlement Amount is calculated as the Gross Settlement Amount of
4 \$956,643.04, less \$318,881.01 to Class Counsel for attorneys' fees (1/3 of the Gross
5 Settlement Amount), \$11,550.22 to Class Counsel for reimbursement of litigation
6 expenses incurred; Administrator Expenses Payment of \$10,286; Class Representative
7 Service Payment of \$7,500 to Plaintiff for her service as the Class Representative; and
8 PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount,
9 with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated
10 to the Individual PAGA Payments.

11 12. Payment shall be made within fourteen (14) calendar days of the
12 Effective Date, as that term is defined under the Settlement. Within fourteen (14)
13 calendar days after receipt of the wired settlement funds, the Settlement Administrator
14 shall disburse, in the amounts approved by the Court as provided below: (1) the Net
15 Settlement Amount to be paid to Settlement Class Members in Individual Class
16 Payment; (2) the Attorneys' fees and costs to Class Counsel; (3) the Class
17 Representative Service Payment to Plaintiff; (4) the Settlement Administration Costs to
18 the Settlement Administrator; (5) the PAGA Penalty Payment to the LWDA; and (6)
19 Individual PAGA Payments to the Aggrieved Employees.

20 13. A total amount of \$20,000 shall be allocated from the Gross Settlement
21 Amount to resolution of claims under the Private Attorneys General Act of 2004
22 ("PAGA"), with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25%
23 (\$5,000) allocated to the Individual PAGA Payments. The LWDA's claims for the
24 released PAGA claims are hereby extinguished.

25 14. The Court confirms the appointment of Plaintiff as the Class
26 Representative, for settlement purposes only. In addition to any recovery that
27 Plaintiff is eligible to receive as a Class Member, the Court approves and orders a
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1 service payment to Plaintiff in the amount of \$7,500 from the Gross Settlement
2 Amount for her role and service as the Class Representative, for the risks and work
3 attendant to that role, and for the general release of claims, both known and unknown,
4 and waiver of section 1542 rights.

5 15. The Court confirms the appointment as Class Counsel of George S.
6 Azadian and Ani Azadian of Azadian Law Group, PC. The Court approves and orders
7 the payments to Class Counsel from the Gross Settlement Amount in the amounts of
8 \$318,881.01 to Class Counsel for reasonable attorneys' fees (1/3 of the Gross Settlement
9 Amount) and \$11,550.22, for reimbursement of actual litigation costs. The Court finds
10 that these amounts are fair, adequate, and reasonable considering the benefits provided to
11 the Class.

12 16. The Court confirms the appointment of Simpluris, Inc., as the Settlement
13 Administrator, who has fulfilled its initial notice and reporting duties. The Court
14 approves and orders the payment to the Settlement Administrator in the amount of
15 \$10,286 from the Gross Settlement Amount for its services and costs of
16 administration.

17 17. Pursuant to California Code of Civil Procedure section 384, following
18 the expiration of the 180-day check-cashing deadline, should there be any uncashed
19 checks, the Settlement Administrator shall transmit those amounts to the California
20 State Controller's Office for Unclaimed Property in the name of each Settlement Class
21 Member and/or Aggrieved Employee who failed to cash their individual check prior to
22 the void date.

23 18. In accordance with California Rule of Court 3.771(b), as stated in the
24 Class Notice, notice of this Final Order, and Judgment will be given to the Settlement
25 Class by the Settlement Administrator, via posting on the website maintained by the
26 Settlement Administrator related to the Settlement that was included in the Class Notice.

1 19. The obligations set forth in the Settlement are deemed part of this Final
2 Order and the Parties are ordered to carry out the Settlement according to its terms
3 and provisions.

4 20. The Settlement is finally approved but is not an admission by Defendant
5 of the validity of any claims in this Action, or of any wrongdoing by Defendant or of
6 any violation of law. Neither the Settlement nor any related document shall be
7 offered or received in evidence in any civil, criminal, or administrative action or
8 proceeding other than such proceedings as may be necessary to consummate or
9 enforce the Settlement.

10 21. The Court sets an Order to Show Cause Compliance Hearing Re
11 Distribution on **January 13, 2026 at 8:30 a.m.** Class Counsel is ordered to file a
12 final report and declaration by the Settlement Administrator regarding settlement
13 distribution no later than **January 2, 2026.**

14 22. Following entry of this Final Order, and without affecting the finality
15 thereof, pursuant to Code of Civil Procedure §664.6 and Cal. Rules of Court 3.769(h),
16 the Court shall retain jurisdiction of all matters relating to the interpretation,
17 administration, effectuation, and enforcement of the Settlement Agreement, including
18 without limitation: (a) enforcing the terms and conditions of the Settlement Agreement
19 and resolving any disputes, claims or causes of action that, in whole or in part, are related
20 to or arise out of the Settlement Agreement, Order, or this Judgment; and (b) entering any
21 other necessary or appropriate orders to protect and effectuate this Court's retention of
22 continuing jurisdiction.

23 **IT IS SO ORDERED.**



Elihu M. Berle

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25 Dated: 05/29/2025

Elihu M. Berle / Judge

Hon. Elihu M. Berle
Judge of the Superior Court